

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") dated effective as of _____, 201__ (the "Effective Date"), is made and entered into by and between Soundpath Health, Inc., a Washington corporation ("Assignor"), and CollabHealth Plan Services, Inc., a Colorado corporation ("Assignee"). Each of Assignor and Assignee are also collectively referred to herein as the "Parties."

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated October 18, 2012 (the "Asset Purchase Agreement") by which Assignor is selling to Assignee certain assets of Assignor used in the business of Assignor and required by Assignee to operate the business of Assignor being assigned to Assignee; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title, benefits, privileges and interests in and to certain intangible assets and Assignee desires to assume all of Assignor's duties, liabilities and obligations attributable to such assets in order to operate the business of Assignor being assumed by Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated by this reference.
2. Capitalized terms used but not defined herein have the meanings for such terms that are set forth in the Asset Purchase Agreement.
3. Assignor does hereby grant, assign, transfer and set over unto Assignee, as of the Effective Date, all of Assignor's right, title, benefits and privileges in and to the following listed assets (the "Intangible Assets") and Assignee does hereby accept such assignment, and in connection therewith, assumes and agrees to observe, perform, pay and otherwise discharge when due Assignor's duties, liabilities and obligations related to assumption of ownership of such Intangible Assets to the extent such exist:
 - a. All Prepaid Expenses listed on Exhibit 1 attached hereto;
 - b. The Assigned Contracts listed on Exhibit 2 attached hereto;
 - c. All Trade Rights listed on Exhibit 3 attached hereto;
 - d. All Intellectual Property listed on Exhibit 4 attached hereto;
 - e. All Software listed on Exhibit 5 attached hereto;
 - f. All Records listed on Exhibit 6 attached hereto.

The Parties hereto agree that all Excluded Liabilities will remain the sole responsibility of Assignor.

4. Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement will govern.

5. The Parties will, at any time and from time to time upon the request of the other Party, execute, acknowledge and deliver all such further agreements, assignments, assumptions, assurances and other instruments as may be required to carry out the intent of this Assignment.

6. This Assignment and the obligations of the Parties hereunder will be governed by and construed in accordance with the laws of the State of Washington without giving effect to any choice of law principles that may require the application of any other laws.

7. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8. All of the covenants, terms and conditions as set forth herein will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and assigns.

9. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and Assignor.

[Remainder of page left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this instrument to be executed as of the Effective Date.

ASSIGNOR:

SOUNDPATH HEALTH, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

COLLABHEALTH PLAN SERVICES, INC.

By: _____
Name: _____
Title: _____