

## PATENT ASSIGNMENT

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 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NCR Corporation	12/23/2011
RECEIVING PARTY DATA	
Name:	QuadraMed Affinity Corporation
Street Address:	12110 Sunset Hills Road
Internal Address:	Suite 600
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20190
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	11468811
Application Number:	11567571
Application Number:	11557534
Application Number:	11948103
Application Number:	12486139
Application Number:	12432979
CORRESPONDENCE DATA	
Fax Number:	(202)628-8844
Phone:	202-624-2500
Email:	rswann@crowell.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Crowell & Moring LLP
Address Line 1:	PO Box 14300
Address Line 2:	Intellectual Property Group
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20044-4300

OP \$240.00 11468811

ATTORNEY DOCKET NUMBER:	102017.04842US
NAME OF SUBMITTER:	Jeffrey D. Sanok
Total Attachments: 4 source=04842Assignment#page1.tif source=04842Assignment#page2.tif source=04842Assignment#page3.tif source=04842Assignment#page4.tif	

**PATENT ASSIGNMENT**

This PATENT ASSIGNMENT, dated December 23, 2011 (this "Agreement"), is entered into by NCR Corporation, a Maryland corporation ("Assignor"), for the benefit of QuadraMed Affinity Corporation, a Delaware corporation ("Assignee").

**WHEREAS**, Assignee and Assignor have entered into that certain Asset Purchase Agreement dated as of December 23, 2011.

**WHEREAS**, Assignor has agreed to sell, convey, assign, transfer and deliver, and the Assignee has agreed to purchase, acquire and accept all of Assignor's rights, title and interests in and to the patent applications set forth in Schedule A attached hereto (the "Assigned Patent Applications").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee any and all worldwide rights, title and interests Assignor holds, or may hold, in and to the Assigned Patent Applications, together with the inventions and improvements described and claimed therein, all reissuances, revisions, divisionals, continuations, extensions, continuations-in-part and counterparts thereof and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect and all other rights derived therefrom, including but not limited to the right to sue for and collect damages for past, present and future infringement.

Assignor further agrees that, should additional or further documentation of the assignment be required for whatever reason, Assignor will, without further consideration, provide or execute such other information or documents as may be necessary upon the Assignee's reasonable request.

This Agreement shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns in all respects, including all matters of construction, validity and performance. Except to the extent federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts executed in and to be performed entirely within such state, without regard to the principles thereof regarding conflicts of law of any jurisdiction. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Agreement may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have  
duly executed this Patent Assignment on the date first above written.

**NCR CORPORATION**

By:

Name:

Title:



*Robert Fishman*

*Chief Financial Officer*

**QUADRAMED AFFINITY CORPORATION**

By:

Name:

Title:

\_\_\_\_\_


[SIGNATURE PAGE TO PATENT ASSIGNMENT]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Patent Assignment on the date first above written.

**NCR CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**QUADRAMED AFFINITY CORPORATION**

By:   
Name: David L. Piazza  
Title: CFO

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

**SCHEDULE A**

**ASSIGNED PATENT APPLICATIONS**

<b>Patent Applications</b>	
<b>Application No.</b>	<b>Filing Date</b>
US11/468,811	31-Aug-2006
US11/567,571	06-Dec-2006
US11/557,534	08-Nov-2006
EP08251719.4	15-May-2008
GB08251719.4	15-May-2008
FR08251719.4	15-May-2008
DE08251719.4	15-May-2008
US11/948,103	22-Oct-2007
EP08251722.8	15-May-2008
GB08251722.8	15-May-2008
FR08251722.8	15-May-2008
DE08251722.8	15-May-2008
US12/486,139	17-Jun-2009
US12/432,979	30-Apr-2009
US61/553,552	31-Oct-2011