

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4632288

| | | |
|-----------------------------------|----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| SEQUENCE: | 1 | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| PF2 EIS LLC | | 10/04/2017 |
| RECEIVING PARTY DATA | | |
| Name: | ALLSCRIPTS HEALTHCARE, LLC | |
| Street Address: | 222 MERCHANDISE MART PLAZA | |
| Internal Address: | SUITE 2024 | |
| City: | CHICAGO | |
| State/Country: | ILLINOIS | |
| Postal Code: | 60654 | |
| PROPERTY NUMBERS Total: 35 | | |
| Property Type | Number | |
| Application Number: | 12539213 | |
| Application Number: | 12570522 | |
| Application Number: | 10465197 | |
| Application Number: | 10941604 | |
| Application Number: | 11700358 | |
| Application Number: | 12119098 | |
| Application Number: | 12349023 | |
| Application Number: | 12361314 | |
| Application Number: | 12365681 | |
| Application Number: | 12394775 | |
| Application Number: | 13451978 | |
| Application Number: | 13226986 | |
| Application Number: | 13034153 | |
| Application Number: | 13075449 | |
| Application Number: | 13295568 | |
| Application Number: | 13248196 | |
| Application Number: | 13236715 | |
| Application Number: | 13436134 | |

PATENT

| Property Type | Number |
|---------------------|----------|
| Application Number: | 13435814 |
| Application Number: | 13537534 |
| Application Number: | 13768012 |
| Application Number: | 14013732 |
| Application Number: | 14226247 |
| Application Number: | 14229083 |
| Application Number: | 14616954 |
| Application Number: | 14229108 |
| Application Number: | 14671248 |
| Application Number: | 14674598 |
| Application Number: | 14928228 |
| Application Number: | 14928785 |
| Application Number: | 15086495 |
| Application Number: | 15081347 |
| Application Number: | 15086428 |
| Application Number: | 15476125 |
| Application Number: | 15476719 |

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: DUSAN CLARK, ESQ.

Address Line 1: SIDLEY AUSTIN LLP

Address Line 2: 2021 MCKINNEY AVE., SUITE 2000

Address Line 4: DALLAS, TEXAS 75201

| | |
|--------------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 19730-10460 |
| NAME OF SUBMITTER: | DUSAN CLARK |
| SIGNATURE: | /Dusan Clark/ |
| DATE SIGNED: | 10/09/2017 |

Total Attachments: 16

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), effective as of October 4, 2017, is by and between PF2 EIS LLC, a Delaware limited liability company with its principal place of business located at One Post Street, San Francisco, California 94104 ("Assignor") to ALLSCRIPTS HEALTHCARE, LLC, a North Carolina limited liability company, with its principal place of business located at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654 ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A, B, C, D and E (the "Assigned IP");

WHEREAS, Assignor desires to assign, and Assignee desires to acquire all worldwide right, title, and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices, Copyright Offices, and/or relevant official offices, registrars, and registries around the world.

NOW, THEREFORE, in consideration of the sum of US\$10 (ten US Dollars) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto as well as any unregistered trademarks currently used by Assignor, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").
2. Assignment of Patents. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to (i) the patents, patent applications and design patents (including registered designs) set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past,

present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents").

3. Assignment of Copyrights. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to (i) copyrights and copyright registrations set forth in Schedule C hereto, (ii) including all extensions or renewals thereof, in each case whether published or unpublished, (iii) all licenses for the use of the copyrights; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Copyrights").
4. Domain Names. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to (i) the domain names set forth in Schedule D hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the domain names; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Domain Names").
5. Non-registered Intellectual Property. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to the intellectual property listed in Schedule E hereto, including (i) any software therein, (ii) all rights to obtain registrations, renewals, and extensions, and (iii) all rights to sue or recover and retain damages and costs and attorney's fees for past, present and future infringement or misappropriation in all countries of the world.
6. Further Assurances. Assignor shall promptly do, make, execute, or deliver, or cause to be done, made, executed, or delivered, all such further acts, documents, and things as are necessary to transfer ownership of the Assigned IP to Assignee and for Assignee to record or register the Assigned IP with the relevant official office or registry.

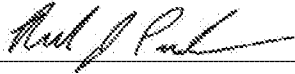
7. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
8. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
9. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR

PF2 EIS LLC

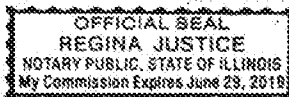
By: 

Its: President

STATE OF Illinois)
) ss.
COUNTY OF Cook)

Before me, the undersigned authority, on this 4th day of October, 2017, personally appeared Rick Poulton known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

Notary Public




(Signature of Notary)

Regina Justice
(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:

ASSIGNEE

ALLSCRIPTS HEALTHCARE, LLC

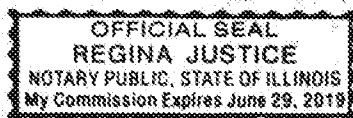
By: *Rick Poulton*

Its: President

STATE OF Illinois)
) ss.
COUNTY OF Cook)

Before me, the undersigned authority, on this 4th day of October, 2017, personally appeared Rick Poulton known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

Notary Public



Regina Justice
(Signature of Notary)

Regina Justice
(Legibly Print or Stamp Name of Notary)

Schedule A Registered Trademarks

| <u>Trademark</u> | <u>Country</u> | <u>Status</u> | <u>Appln. No.</u> | <u>Appln. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|-------------------------|-----------------------|----------------------|--------------------------|---------------------------|------------------------|-------------------------|
| HORIZON CLINICALS | US | Registered | 76490464 | Feb-7-2003 | 2962777 | Jun-21-2005 |
| HORIZONWP | CA | Registered | 1098552 | Apr-4-2001 | 597316 | Dec-11-2003 |
| HORIZONWP | CTM / EUTM | Registered | 2144780 | Mar-23-2001 | 2144780 | Dec-2-2003 |
| PARAGON | UK | Registered | 2549704 | Jun-8-2010 | 2549704 | Nov-12-2010 |
| PARAGON | US | Registered | 78592510 | Mar-22-2005 | 3138267 | Sep-5-2006 |

Schedule B – Patents

| Country | Title | Appln. No. | Filing Date | Status | Pub'n No. | Patent No. | USPTO Status |
|----------------|---|-------------------|--------------------|---------------|------------------|-------------------|---------------------|
| US | Appliance And Pair Device For Providing A Reliable And Redundant Enterprise Management Solution | 12539213 | 8/11/2009 | Granted | 20110040575 | 9070096 | Granted |
| US | Methods, Apparatuses, And Computer Program Products For Facilitating Visualization And Analysis Of Medical Data | 12570522 | 9/30/2009 | Granted | 20110074788 | 8917272 | Granted |
| CA | Closed Loop Medication Use System And Method | 2490284 | 6/19/2003 | Granted | 2490284 | 2490284 | Granted |
| US | Closed Loop Medication Use System and Method | 10465197 | 6/19/2003 | Granted | 20030236683 | 8478604 | Granted |
| US | Method for providing web-based delivery of medical service requests | 10941604 | 9/15/2004 | Granted | 20050060201 | 7860726 | Granted |
| US | Method, computer program product and apparatus for capturing inexact date information | 11700358 | 1/30/2007 | Granted | 20080183780 | 8161026 | Granted |
| US | System, Apparatus, Method And Computer Program Product For Configuring Disparate Workstations | 12119098 | 5/12/2008 | Granted | 20090282133 | 8352568 | Granted |
| US | Graphical Configuration and Management of Interfaces | 12349023 | 1/6/2009 | Granted | 20100175010 | 8843837 | Granted |
| US | Methods, Computer Program Products, And Apparatuses For Dispersing Content Items | 12361314 | 1/28/2009 | Granted | 20100191776 | 9268779 | Granted |

| Country | Title | Appln. No. | Filing Date | Status | Pub'n No. | Patent No. | USPTO Status |
|---------|---|------------|-------------|------------------------|---------------|------------|---|
| US | Systems, Methods, Apparatuses, And Computer Program Products For Generating Patient Timelines | 12365681 | 2/4/2009 | Granted | 20100198619 | 8401870 | Granted |
| US | Method, Apparatus And Computer Program Product For Loading Content Items | 12394775 | 2/27/2009 | Granted | 20100223221 | 9466025 | Granted |
| US | Method Apparatus and Computer Program Product for Content Management | 13451978 | 4/20/2012 | Granted | 20130282652 | 8909649 | Granted |
| CA | Methods, Apparatuses And Computer Program Products For Determining Changes In Levels Of Care For Patients | 2754385 | 11/30/2010 | Marked for Abandonment | 2754385 | | Canadian OA mailed 3/23/16, no response filed |
| US | Converting Existing Artifacts to New Artifacts | 13226986 | 9/7/2011 | Granted | 20130061200 | 9043744 | Granted |
| US | Method, Apparatus and Computer Program Product for Suggesting Imperfect Times for Cyclical Appointments | 13034153 | 2/24/2011 | Marked for Abandonment | US20120221369 | | OA mailed 2/7/17; 6 month date 8/7/17; now abandoned |
| US | Systems and Methods for Monitoring and Reporting on Virtual Application Delivery | 13075449 | 3/30/2011 | Granted | | 8473598 | Granted |
| US | Providing User-Defined Messages | 13295568 | 11/14/2011 | Allowed | 20130124645 | | Notice of Allowance mailed 6/1/17; issue fee paid 8/17/17 |

| Country | Title | Appln. No. | Filing Date | Status | Pub'n No. | Patent No. | USPTO Status |
|---------|--|------------|-------------|-----------|---------------|------------|---|
| US | Systems, Methods, Apparatuses, and Computer Program Products For Supporting Remote Hosting Without Using Network Address Translation | 13248196 | 9/29/2011 | Granted | 20130086280 | 8694674 | Granted |
| US | METHODS, APPARATUSES, AND COMPUTER PROGRAM PRODUCTS FOR EXCEPTION HANDLING | 13236715 | 9/20/2011 | Granted | US20130074193 | 9053338 | Granted |
| US | Methods, Apparatuses and Computer Program Products for Auditing Protected Health Information | 13436134 | 3/30/2012 | Granted | 20130262503 | 9158917 | Granted |
| US | Methods, Apparatuses, and Computer Program Products for Identifying Fields in a Data Tree | 13435814 | 3/30/2012 | Published | 20130262517 | | Final OA mailed 5/17/17; RCE filed 9/13/17 |
| US | Method, Apparatus, and Computer Program Product for Processing Data Requests | 13537534 | 6/29/2012 | Granted | 20140006475 | 9319449 | Granted |
| US | Apparatuses, Systems, and Methods for Providing a Rules Engine System | 13768012 | 2/15/2013 | Published | 20140236662 | | Final OA mailed 4/12/17; Pre-appeal filed 8/14/17; Offer from Examiner to |

| Country | Title | Appln. No. | Filing Date | Status | Pub'n No. | Patent No. | USPTO Status |
|---------|---|------------|-------------|-----------|-------------|------------|---|
| | | | | | | | amend for allowance received 9/25/17 |
| US | Self-Updating Application Agent | 14013732 | 8/29/2013 | Granted | 20150067665 | 9400642 | Granted |
| US | Apparatuses, Methods, and Computer Program Products for Conducting Automated Tests | 14226247 | 3/26/2014 | Granted | 20150278075 | 9396098 | Granted |
| US | Method, Apparatus, And Computer Program Product For Routing Files Within A Document Management System | 14229083 | 3/28/2014 | Granted | 20150278338 | 9495440 | Granted |
| US | Method, Apparatus, And Computer Program Product For Facilitating Query Initiation And Query Response | 14616954 | 2/9/2015 | Published | 20160232298 | | Published 8/11/16 |
| US | Method, Apparatus, And Computer Program Product For Providing Automated Testing Of An Optical Character | 14229108 | 3/28/2014 | Published | 20150281739 | | Final OA mailed 2/21/17; Pre-appeal brief filed 6/21/17; panel decision to reopen prosecution |

| Country | Title | Appln. No. | Filing Date | Status | Pub'n No. | Patent No. | USPTO Status |
|---------|--|------------|-------------|-----------|-------------|------------|--|
| | | | | | | | received 8/3/17 |
| US | Health Care Enterprise Resource Planning System and Method for Utilizing Web Data | 14671248 | 3/27/2015 | Published | 20160283880 | | Published 9/29/16 |
| US | Methods and Apparatuses for Providing Document Workflow Management | 14674598 | 3/31/2015 | Published | 20160292154 | | OA mailed 5/3/17; OA response filed 8/3/17 |
| US | Methods and Apparatuses for Providing an Infinitely Scrolling Accumulator | 14928228 | 10/30/2015 | Published | 20170123601 | | Published 5/4/17 |
| US | Methods and Apparatuses for Location-Based Data Access | 14928785 | 10/30/2015 | Published | 20170126817 | | Published 5/4/17 |
| US | Methods And Apparatuses For Providing Configurable Security Models | 15086495 | 3/31/2016 | Pending | | | Filed 3/31/2016 |
| US | Method And Apparatus For Migration Of Data From A Source Enterprise Application To A Target Enterprise Application | 15081347 | 3/25/2016 | Pending | | | Filed 3/25/2016 |
| US | Method And Apparatus For Improved Error Handling | 15086428 | 3/31/2016 | Pending | | | Filed 3/31/2016 |
| US | Methods And Apparatuses For Utilizing A Gateway Integration Server To Enhance Application Security | 15476125 | 3/31/2017 | Pending | | | Filed 3/31/2017 |

| Country | Title | Appln. No. | Filing Date | Status | Pub'n No. | Patent No. | USPTO Status |
|---------|---|---------------|----------------|---------|-----------|---------------|--------------------|
| US | Methods And Apparatuses For Improved Network Communication Using A Message Integrity Secure Token | 15476719 | 3/31/2017 | Pending | | | Filed 3/31/2017 |

Schedule C - Registered Copyrights

| <u>Title</u> | <u>Reg. No.</u> | <u>Year</u> |
|--|-----------------|-------------|
| Horizon patient folder : release 4.5.3 source file list and source sample. | TXu000945356 | 2002 |
| Horizon meds manager : version 8.1. | TX0006483737 | 2004 |
| Horizon performance manager. | TX0006581255 | 2005 |
| Horizon(WP) physician portal (version 12) | TX0006491704 | 2006 |
| Horizon patient kiosk. | TX0006484268 | 2006 |
| Paragon operating room management. | TX0006484269 | 2006 |
| Paragon medication administration. | TX0006520399 | 2006 |
| Pathways compliance advisor, 12.0. | TX0006569964 | 2006 |
| ADS plus, release 14.0. | TX0006561199 | 2006 |
| HealthQuest release 12.0. | TX0006586709 | 2006 |
| Horizon admin-Rx. | TX0006443308 | 2006 |
| Series 2000 : version 11.0. | TX0006568589 | 2006 |
| Star, version 12.0. | TX0006578728 | 2006 |
| Pathways healthcare scheduling : version 11.1. | TXu001351274 | 2007 |
| Pathways healthcare scheduling browser enabled module (version 11.1) | TXu001306981 | 2007 |
| Horizon emergency care : release 411. | TX0006558818 | 2007 |
| Horizon perinatal workflow management module : version 7.8. | TX0006560714 | 2007 |
| ADS plus, release 8.0. | TX0005608219 | 1999 |
| HealthQuest 2000, release 5.0. | TX0005260817 | 1999 |
| Paragon | TX0005309720 | 1999 |

| | | |
|--|--------------|------|
| Pathways managed care. | TX0005259971 | 1999 |
| Provider.web. | TX0005365525 | 1999 |
| Series 2000 upgrade services tools. | TX0005072085 | 1999 |
| Series 2000. | TX0005285254 | 1999 |
| Pathways care manager. | TX0005309719 | 2000 |
| Pathways decision support. | TX0005495446 | 2000 |
| Pathways Laboratory, generation 6. | TX0005426377 | 2000 |
| Pathways materials management. | TX0005269409 | 2000 |
| Pathways practice manager. | TX0005269410 | 2000 |
| Star 2000. | TX0005327446 | 2000 |
| Electronic patient folder 3.5. | TXu000945363 | 2002 |
| Electronic patient record system 3.3. | TXu000945362 | 2002 |
| Pathways compliance advisor v.7.5. | TX0005736458 | 2002 |
| Patient accounting application and build : pt. 3, student guide : version 6.0. | TXu000747803 | 2002 |
| Patient Accounting Application And Build-Part 1 Student Guide V 6.0 | TXu000747804 | 2002 |

| | | |
|---|--------------|------|
| Patient Accounting Application And Build-Part 2 Student Guide V 6.0 | TXu000747802 | 2002 |
| Receivables workstation student guide : version 6.0. | TXu000747801 | 2002 |
| Pathways managed care & 1 other title. | V3503D395 | 2003 |
| Horizon Quality Monitor. | TX0007577435 | 2011 |
| Pathways healthcare scheduling : version 4.0. | TX0003932446 | 1994 |

Schedule D – Domain Names

| <u>Domain Name</u> | <u>Registrar</u> | <u>Expiration Date</u> |
|---------------------------|-----------------------------|------------------------|
| mynewhis.com | CSC CORPORATE DOMAINS, INC. | 11-May-18 |
| carebridge.net | NETWORK SOLUTIONS, LLC. | 20-Feb-26 |
| hbocvan.com | NETWORK SOLUTIONS, LLC. | 13-Jun-26 |
| horizonambulatorycare.com | TUCOWS, INC. | 26-Jan-18 |
| mckres.com | GoDaddy.com, LLC | 12-Dec-17 |