

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4639112

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NANTHEALTH, INC.	08/25/2017
RECEIVING PARTY DATA	
Name:	ALLSCRIPTS SOFTWARE, LLC
Street Address:	222 MERCHANDISE MART PLAZA,, SUITE 2024
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60654
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7962899
Patent Number:	8176467
Patent Number:	8689008
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Email:	admin-docketing@medleybehrens.com
Correspondent Name:	MEDLEY, BEHRENS & LEWIS, LLC
Address Line 1:	6100 ROCKSIDE WOODS BLVD., SUITE 440
Address Line 4:	INDEPENDENCE, OHIO 44131
ATTORNEY DOCKET NUMBER:	ALSP-1062-1064
NAME OF SUBMITTER:	NICHOLE KUKLISIN
SIGNATURE:	/Nichole Kuklisin/
DATE SIGNED:	10/13/2017
Total Attachments: 6	
source=NantHealth-Allscripts - Executed Patent Assignment#page1.tif	
source=NantHealth-Allscripts - Executed Patent Assignment#page2.tif	
source=NantHealth-Allscripts - Executed Patent Assignment#page3.tif	
source=NantHealth-Allscripts - Executed Patent Assignment#page4.tif	
source=NantHealth-Allscripts - Executed Patent Assignment#page5.tif	

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this “Assignment”) is made as of this 25th day of August, 2017 (“Effective Date”), by **NANTHEALTH, INC.**, a Delaware corporation with a mailing address at 9920 Jefferson Blvd., Culver City, CA 90230 (“Assignor”), to **ALLSCRIPTS SOFTWARE, LLC**, a Delaware limited liability company (“Assignee”), a wholly owned subsidiary of Allscripts Healthcare Solutions, Inc., a Delaware corporation (“Buyer”), with a mailing address at 222 Merchandise Mart Plaza, Suite 2024, Chicago, IL 60654. All capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Buyer are parties to that certain Asset Purchase Agreement, dated as of August 3, 2017 (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell, assign, transfer, convey, and deliver to Buyer (or its designee), and Buyer (or its designee) has agreed to acquire from Assignor, all right, authorization, title, and interest in the Purchased Assets, free and clear of all Encumbrances (except for the Permitted Encumbrances), including the patents and patents applications set forth on **Exhibit A** attached hereto and incorporated herein by reference (the “Transferred Patent Rights”);

WHEREAS, Buyer has designated Assignee to receive the Transferred Patent Rights;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute this Assignment;
and

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt whereof is acknowledged, Assignor as of the Effective Date does hereby sell, assign, transfer, convey and deliver unto said Assignee and Assignee accepts Assignor’s entire right, title, and interest of every kind in and to the Transferred Patent Rights, and all divisions, renewals, continuations, and continuations-in-part thereof, and all extensions, substitutions, renewals, re-examinations, and reissues thereafter; the same to be held and enjoyed by the said Assignee for its own use and behalf, and for its legal representatives and assigns, to the full end of the term for which said Transferred Patent Rights are granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made, together with all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Transferred Patent Rights, including without limitation unpaid damages and payment for past, present, and future infringements of Transferred Patent Rights, and all rights to sue and recover damages and payments for past, present, and future infringements of the Transferred Patent Rights, including the right to fully and entirely replace Assignor in all matters related thereto.

In furtherance of this instrument, Assignor hereby acknowledges that, from the Effective Date and from that date forward, Assignee has succeeded to all right, title, interest, and standing, throughout the world, of Assignor to: (a) receive all rights and benefits pertaining to the Transferred Patent Rights; (b) institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all the Transferred Patent Rights; (c) defend and comprise any and all such actions, suits, or proceedings relating to such Transferred Patent Rights; (d) file any foreign patent applications claiming priority to any Transferred Patents; and (e) do all other such acts and things in relation thereto as Assignee, in its sole discretion, deem advisable.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Purchase Agreement, and Assignor and Assignee hereby acknowledge and agree that none of the representations, warranties, covenants, and agreements, nor the rights, remedies or obligations of the parties to the Purchase Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Assignment, but shall remain in full force and effect to the full extent provided therein. In the event the terms of this Assignment conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

[Signature Pages Follow]

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 25th day of August
2017.

NANTHEALTH, INC.

By: Charles Kim

Name: Charles Kim

Title: General Counsel

[Signature Page to Patent Assignment]

PATENT
REEL: 043856 FRAME: 0267

25th IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed this
day of August, 2017.

ALLSCRIPTS SOFTWARE, LLC

By: 

Name: Rick Poulton

Title: President

[Signature Page to Patent Assignment]

Exhibit A

Listed Assigned Transferred Patent Rights

Title	Serial Number/ Patent Number	Status of Patent or Patent Application	Filing Date
System for Monitoring a Target Application and Method Thereof	11/608000 7962899	Issued US Patent (Issued 06/14/11)	12/01/06
Computer Program Generation System and Method Thereof	11/493300 8176467	Issued US Patent (Issued 05/08/12)	07/25/06
Operating System	12/536060 8689008	Issued US Patent (Issued 4/01/14)	08/05/09
System and Method for Visualizing Patient Treatment Measures in a Network Environment (Taiwan)	103105659 TWI525579	Issued TW Patent (Issued 03/11/16)	2/20/14
Operating System	14/586750	US Patent Application	12/30/14
Operating System	14/586770	US Patent Application	12/30/14
Operating System	14/586787	US Patent Application	12/30/14
Operating System	14/586799	US Patent Application	12/30/14
Operating System	14/586817	US Patent Application	12/30/14
Operating System	14/586827	US Patent Application	12/30/14

Operating System	14/586841	US Patent Application	12/30/14
System and Method for a Healthcare Monitoring Framework in a Network Environment	13/659863	US Patent Application	10/24/12
System and Method for Optimizing Clinical Flow and Operational Efficiencies in a Network Environment	13/945853	US Patent Application	07/18/13
System and Method for Visualizing Patient Treatment History in a Network Environment	13/753092	US Patent Application	01/29/13
System and Method for Visualizing Patient Treatment Measures in a Network Environment	13/773503	US Patent Application	02/21/13