

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4906061

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALLSCRIPTS SOFTWARE, LLC	04/02/2018
RECEIVING PARTY DATA	
Name:	HYLAND SOFTWARE, INC.
Street Address:	28500 CLEMENS ROAD
City:	WESTLAKE
State/Country:	OHIO
Postal Code:	44145
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	9268779
Patent Number:	9466025
Patent Number:	9495440
Application Number:	14616954
Application Number:	14229108
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:	
<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

PATENT

ATTORNEY DOCKET NUMBER:	HYLP-0010-0022
NAME OF SUBMITTER:	NICHOLE KUKLISIN
SIGNATURE:	/Nichole Kuklisin/
DATE SIGNED:	04/09/2018
Total Attachments: 7 source=Yosemite - Intellectual Property Assignment#page1.tif source=Yosemite - Intellectual Property Assignment#page2.tif source=Yosemite - Intellectual Property Assignment#page3.tif source=Yosemite - Intellectual Property Assignment#page4.tif source=Yosemite - Intellectual Property Assignment#page5.tif source=Yosemite - Intellectual Property Assignment#page6.tif source=Yosemite - Intellectual Property Assignment#page7.tif	

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this “Assignment”), made this 2nd day of April, 2018 (the “Effective Date”), is by and among Allscripts Healthcare, LLC, a North Carolina limited liability company (“Allscripts LLC”), PF2 EIS LLC, a Delaware limited liability company and wholly-owned subsidiary of Allscripts LLC (“EIS”), and Allscripts Software, LLC, a Delaware limited liability company (“Allscripts Software,” and, together with Allscripts LLC, and EIS, “Assignor”), and Hyland Software, Inc., an Ohio corporation (the “Assignee”).

WHEREAS, Assignor, Assignee, and, solely for the purpose of Section 5.6 of the Purchase Agreement, Allscripts Healthcare Solutions, Inc., a Delaware corporation, are parties to an Asset Purchase Agreement dated as of February 15, 2018 (the “Purchase Agreement”), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor’s right, title and interest in and to all Transferred Intellectual Property owned by Assignor, as set forth in the Purchase Agreement;

WHEREAS, the Transferred Intellectual Property includes the Patents identified on the attached Schedule A and the Trademarks identified on the attached Schedule B, and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Transferred Intellectual Property owned by Assignor, including the Patents identified on Schedule A and the Trademarks identified on Schedule B.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, all of Assignor’s worldwide right, title and interest in and to the Transferred Intellectual Property owned by Assignor, including without limitation: (a) the Patents identified on Schedule A and (b) the Trademarks identified on Schedule B. Assignor further assigns to Assignee all of the following in any jurisdiction throughout the world: (i) rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, or conflict with such Patents and other Transferred Intellectual Property; (ii) royalties, fees, income and other payments and proceeds due or accrued as of the Effective Date and thereafter under or arising from such Patents and other Transferred Intellectual Property; and (iii) to apply in any or all countries of the world for patent, trademark and copyright protection for the Transferred Intellectual Property.

3. Further Assurances. Assignor agrees that from time to time, at the reasonable request and expense of Assignee, it shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate the transactions contemplated by this Assignment (including any documentation to record the rights granted hereunder in the

Transferred Intellectual Property in any jurisdiction throughout the world). Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the works, and the Assignor shall cooperate therewith, at the Assignee's expense.

4. General.

(a) Entire Agreement; Conflicting Provisions; Interpretation. This Assignment, together with the Purchase Agreement, and the other Transaction Documents, constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all other prior and contemporaneous agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof. This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will govern. The words "include" or "including" mean "include, without limitation," or "including, without limitation," as the case may be, and the language following "include" or "including" will not be deemed to set forth an exhaustive list.

(b) No Third-Party Beneficiaries. This Assignment will be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns and nothing in this Assignment is intended to or will confer upon any other Person any legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

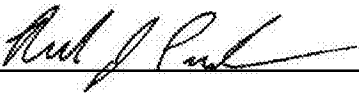
(c) Counterparts; Electronic Signature. This Assignment may be executed in multiple counterparts, each of which will be deemed to be an original but all of which will constitute one and the same agreement. This Assignment may be executed by facsimile or electronic signature in portable document format (.pdf) and a facsimile or electronic signature in portable document format (.pdf) will constitute an original for all purposes.

(d) Governing Law. This Assignment will in all respects be interpreted, construed and governed by and in accordance with the Laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

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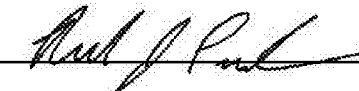
IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment on the Effective Date.

ALLSCRIPTS HEALTHCARE,
LLC

By: 

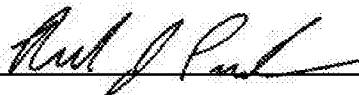
Name: Rick Poulton
Title: President

ALLSCRIPTS SOFTWARE, LLC

By: 

Name: Rick Poulton
Title: President

PF2 EIS LLC

By: 

Name: Rick Poulton
Title: President

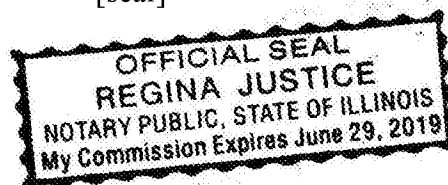
STATE OF Illinois
COUNTY OF Cook

On April 2, 2018 before me, Regina Justice (the undersigned notary), personally appeared Rick Poulton personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

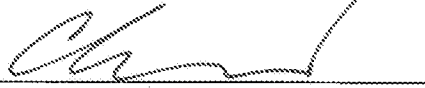
[seal]


Notary Public



Acknowledged and Agreed:

HYLAND SOFTWARE, INC.

By: 

Name: CHRIS HYLAND

Title: CEO

SCHEDULE A

Patents

U.S. Patent No. 9268779 for “Methods, Computer Program Products, And Apparatuses For Dispersing Content Items”

U.S. Patent No. 9466025 for “Method, Apparatus And Computer Program Product For Loading Content Items”

U.S. Patent No. 9495440 for “Method, Apparatus, And Computer Program Product For Routing Files Within A Document Management System”

U.S. Patent Application No. 14616954, filed February 9, 2015, for “Method, Apparatus, And Computer Program Product For Facilitating Query Initiation And Query Response”

U.S. Patent Application No. 14229108, filed March 28, 2014, for ” Method, Apparatus, And Computer Program Product For Providing Automated Testing Of An Optical Character” (final office action mailed February 21, 2017; pre-appeal brief filed June 21, 2017)

U.S. Patent Application No. 14674598, filed March 31, 2015, for “Methods and Apparatuses for Providing Document Workflow Management”

U.S. Patent Application No. 14928228, filed October 30, 2015, for “Methods and Apparatuses for Providing an Infinitely Scrolling Accumulator”

U.S. Patent Application No. 14928785, filed October 30, 2015, for “Methods and Apparatuses for Location-Based Data Access”

U.S. Patent Application No. 15086495, filed March 31, 2016, for “Methods And Apparatuses For Providing Configurable Security Models”

U.S. Patent Application No. 15081347, filed March 25, 2016, for “Method And Apparatus For Migration Of Data From A Source Enterprise Application To A Target Enterprise Application”

U.S. Patent Application No. 15086428, filed March 31, 2016, for “Method And Apparatus For Improved Error Handling”

U.S. Patent Application No. 15476125, filed March 31, 2017, for “Methods And Apparatuses For Utilizing A Gateway Integration Server To Enhance Application Security”

U.S. Patent Application No. 15476719, filed March 31, 2017, for “Methods And Apparatuses For Improved Network Communication Using A Message Integrity Secure Token”

SCHEDULE B

Trademarks

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