

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6572486

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHANGE HEALTHCARE HOLDINGS LLC	12/02/2020
RECEIVING PARTY DATA	
Name:	CHC MAX HOLDINGS, LLC
Street Address:	3055 LEBANON PIKE, SUITE 1000
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37214
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	15597403
Application Number:	16741403
Application Number:	17163078
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:	patentdocket@wallerlaw.com
Correspondent Name:	ANDRE J. BAHOU
Address Line 1:	WALLER LANSDEN DORTCH & DAVIS
Address Line 2:	511 UNION STREET, SUITE 2700
Address Line 4:	NASHVILLE, TENNESSEE 37219
ATTORNEY DOCKET NUMBER:	027715.11702 11712 11727
NAME OF SUBMITTER:	ANDRE J. BAHOU
SIGNATURE:	/Andre J. Bahou/
DATE SIGNED:	02/26/2021
Total Attachments: 6	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this “Assignment”) is made and entered into as of December 2, 2020, by and by and among Change Healthcare Holdings, LLC, a Delaware limited liability company (“Holdings”), Change Healthcare Technologies, LLC, a Delaware limited liability company (“Technologies”), and CHC Max Holdings, LLC, a Delaware limited liability company (“Max Holdings”). Holdings, Technologies, and Max Holdings are referred to herein individually as “Party” and collectively as “Parties”. All terms used but not defined herein shall have the meaning attributed to them in the Contribution Agreement.

WHEREAS, pursuant to the Separation, Asset Transfer and Contribution Agreement, by and among Holdings, Technologies, and Max Holdings, dated December 2, 2020 (the “Contribution Agreement”), each of Holdings and Technologies transferred and caused its controlled Affiliates to transfer (Holdings, Technologies, and such controlled Affiliates, the “Contributor Group”) the Contributed Assets (as defined in the Contribution Agreement) to Max Holdings and assign the Assumed Liabilities (as defined in the Contribution Agreement) to Max Holdings; and

WHEREAS, pursuant to the Contribution Agreement, Max Holdings acquired all rights in and to the patents and patent applications identified on Schedule 1, attached hereto and incorporated by this reference (the “Patents”); and

WHEREAS, the Parties desire to enter into this Assignment to effect the purposes contemplated by the Contribution Agreement, to assign all rights, title and interests in the Patents and all goodwill related to or symbolized by such Patents from the Contributor Group to Max Holdings and to record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Contributor Group agrees as follows:

1. The Contributor Group hereby assigns, conveys, transfers and sets over absolutely to Max Holdings, all rights, title and interests in and to the Patents, for the United States and for all foreign countries, including any divisions, reissues, reexaminations, extensions or foreign equivalents thereof or continuations or continuations-in-part, and including the subject matter of all claims which may be obtained therefrom, and to any and all inventions and improvements which are disclosed, claimed or possessed by the Contributor Group, including any and all inventions which are disclosed but not claimed, for Max Holding’s own use and enjoyment, and for the use and enjoyment of Max Holdings’ successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Contributor Group if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for Max Holdings’ own use and enjoyment, and for the use and enjoyment of Max Holdings’ successors, assigns, or other legal representatives.

2. The Contributor Group authorizes and requests the Commissioner of Patent and Trademarks (and any other non-U.S. patent issuing counterpart) to record Max Holdings as owner of the Patents, including any divisions, reissues, reexaminations or extensions thereof or continuations or continuations-in-part, and to issue any and all letters patent of the United States and any foreign jurisdiction thereon to Max Holdings, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Max Holdings, its successors, assigns or other legal representatives.

3. The Contributor Group represents and warrants that the Contributor Group has not previously assigned to any third party any right, title or interest in and to any of the Patents with respect thereto. The Contributor Group acknowledges that the Contributor Group shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Max Holdings from the use, sale, license, publication, distribution or any other transfer or exploitation of the Patents. The Contributor Group represents that it has discontinued all use of the Patents from and after the date of Closing (as such term is defined in the Contribution Agreement).

4. The Contributor Group hereby further agrees for itself and its executors and administrators to execute upon request any other lawful documents reasonably necessary to assign fully the Patents to Max Holdings, Max Holdings' successors, assigns and legal representatives at Max Holdings' expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and, upon Max Holdings' reasonable request and expense, the giving of testimony in any interference or other proceeding in which the Patents may be involved.

5. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the term, provision, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

6. The terms of the Contribution Agreement are incorporated herein by this reference. This Assignment is executed and delivered in connection with the Contribution Agreement and shall not be interpreted or construed as varying in any respect the agreements, covenants, representations or warranties of the Parties contained therein. This Assignment may be amended, modified or supplemented only by a written agreement signed by the Contributor Group and Max Holdings.

7. This Assignment is absolute, exclusive and irrevocable.

8. In the event of any dispute under this Assignment, this Assignment will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

9. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page and Schedule to Follow this Page]

IN WITNESS WHEREOF, the parties have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.


CHANGE HEALTHCARE HOLDINGS, LLC

By: 
Name: Carrie Ratliff
Title: Assistant Secretary

CHANGE HEALTHCARE TECHNOLOGIES, LLC

By: 
Name: Carrie Ratliff
Title: Assistant Secretary

CHC MAX HOLDINGS, LLC

By: 
Name: Carrie Ratliff
Title: Secretary and Treasurer

Schedule 1

Patents/Patent Applications

Jurisdiction	Owner	Title	Serial No. Filing Date	Patent No. Issue Date	Status
United States	Change Healthcare Holdings, LLC	Controlling Access to a Resource Using an Attribute Based Access Control List	12/825,979 June 29, 2010	8,601,549 December 3, 2013	Granted
United States	Change Healthcare Holdings, LLC	Methods, systems, and apparatus for providing a notification of a message in a health care environment	11/255,115 October 20, 2005	8,706,515 April 22, 2014	Granted
United States	Change Healthcare Holdings, LLC	Methods, systems, and apparatus for providing real time query support and graphical views of patient care information	11/255,145 October 20, 2005	8,725,526 May 13, 2014	Granted
United States	Change Healthcare Holdings, LLC	Method And Apparatus for Policy Criteria Generation	13/755,659 January 31, 2013	8,782,736 July 15, 2014	Granted
United States	Change Healthcare Holdings, LLC	Method, Apparatus and Computer Program Product for Dynamical Displaying Graphical And Textual Overlays On Geospatial Arrangements	13/943,217 July 16, 2013	9,824,665 November 21, 2017	Granted
United States	Change Healthcare Holdings, LLC	Method, Apparatus, and Computer Program Product for	14/211,331 March 14, 2014	9,690,876 June 27, 2017	Patented

Jurisdiction	Owner	Title	Serial No. Filing Date	Patent No. Issue Date	Status
		Providing Superviews of Geospatial Arrangements			
United States	Change Healthcare Holdings, LLC	Apparatuses, Methods, and Computer Program Products for Automatic Internationalization of Grammatical Output	14/836,481 August 26, 2015	9,582,294 February 28, 2017	Patented
United States	Change Healthcare Holdings, LLC	Methods and Apparatuses for Providing Improved Directory Services	15/085,259 March 30, 2016	10,404,710 September 3, 2019	Patented
United States	Change Healthcare Holdings, LLC	Methods and Apparatus for Dynamic Generation of Vector Graphics	15/084,824 March 30, 2016	10,002,400 June 19, 2018	Patented
United States	Change Healthcare Holdings, LLC	Method, Apparatus, and Computer Program Product for Improved Tracking of State Data	15/597,403 May 17, 2017	Pending	Pending
United States	Change Healthcare Holdings, LLC	User interface navigation system and method	15/597,902 May 17, 2017	10,509,849 December 17, 2019	Patented
United States	Change Healthcare Holdings, LLC	Method, Apparatus, And Computer Program Product For Object Serialization and De-Serialization	15/647,424 July 12, 2017	10,282,217	Patented
United States	Change Healthcare	Method, Apparatus, and	16/741,403	N/A	Pending

Jurisdiction	Owner	Title	Serial No. Filing Date	Patent No. Issue Date	Status
	Holdings, LLC	Computer Program Product for Dynamically Updating Database Tables	January 13, 2020		