507423932 08/05/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7470861

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
ZAPPRX, INC.	06/10/2019

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: 3

Property Type	Number
Application Number:	61605500
Application Number:	61693072
Application Number:	13781270

CORRESPONDENCE DATA

Fax Number: (617)526-9899

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.

Email: PNIEDERMEIER@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: ONE INTERNATIONAL PLACE

Address Line 4: POSTON MASSACHUSETTS 001

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	ZAP-001	
NAME OF SUBMITTER:	PATRICK J. NIEDERMEIER	
SIGNATURE:	/Patrick J. Niedermeier #64,946/	
DATE SIGNED:	08/05/2022	

Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "<u>Assignment</u>"), dated as of June 10, 2019, is by ZappRx, Inc., a Delaware corporation ("<u>Assignor</u>") for the benefit of Allscripts Healthcare, LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of certain patents and patent applications listed on the attached <u>Schedules A</u> (the "<u>Assigned Patents</u>"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement ("<u>Purchase Agreement</u>") as of June 10, 2019, pursuant to which Assignor is selling certain assets to Assignee, including the patents and patent applications listed on the attached <u>Schedule A</u>; and

WHEREAS, pursuant to the Purchase Agreement, the Assignee has acquired all right, title and interest in and to the Assigned Patents (as defined below) and the parties wish to record such acquisition in the Patent Office.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged:

- 1. Assignment of Patents. Effective as of date hereof, and pursuant to the Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule A 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").
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's reasonable expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to

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- effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.
- 3. <u>Successors</u>. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
- 4. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to patent issues, and (ii) in all other respects, including as to validity (except for patent issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
- 5. <u>Counterparts</u>. 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.
- 6. <u>Miscellaneous</u>. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

IN WITNESS WHEREOF, Assignor caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

By: Name: Zee Barry

Title: Chief Executive Officer

Date: JULU = , 2019

STATE OF WA) ss

COUNTY OF SUFFOLK

Before me, the undersigned authority, on this _______ day of _______ 201 ____ personally appeared _______ 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 N

Notary Public Motary Public Massachusetts My Commission Expires Mar 14, 2025

(Legibly runt or Stamp Name of Notary)

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IN WITNESS WHEREOF, Assignor caused this Assignment to be duly executed as of the date first written above.

	ASSIGNEE
	ALLSCRIPTS HEALTHCARE, LLC
	By: Name: Tom Langan Title: CEO – Veradigm Date:
STATE OF)
COUNTY OF) ss.)
appearedsubscribed to the foregoing instru	day of, 201_, personally known to me as the person whose name is ment and acknowledged to me that he/she executed the same for erein expressed, in the capacity state, and with authority to act in assignor.
	Notary Public
	(Signature of Notary)
	(Legibly Print or Stamp Name of Notary)

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Schedule A-Patents

Title	Country	App. No.	Filing Date	Patent No.	Issue Date
System and Method for Fulfilling Prescriptions	US	61/605,500	Mar. 1, 2012		
Methods and Systems for Generating, Managing, and Filling Digital Scripts	US	61/693,072	Aug. 24, 2012		
Systems and Methods for Generating, Managing, and Sharing Digital Scripts	US	13/781,270	Feb. 28, 2013		
Systems and Methods for Generating, Managing, and Sharing Digital Scripts		WO2013US2835 4	Feb. 28, 2013		
Systems and Methods for Generating, Managing, and Sharing Digital Scripts	BD	43/2013	Mar. 1, 2013		
Systems and Methods for Generating, Managing, and Sharing Prescriptions with Digital Scripts	EP	13715480.3	Feb. 28, 2013		
Systems and Methods for Generating, Managing, and Sharing Digital Scripts		23711	Mar. 2, 2013		
Systems and Methods for Generating, Managing, and Sharing Digital Scripts	TW	TW102107338	Mar. 1, 2013		

Schedule A to Patent Assignment Agreement

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RECORDED: 08/05/2022