900449336

05/03/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM472548

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Practice Fusion, Inc.	,	02/13/2018	Corporation:

RECEIVING PARTY DATA

Name:	Allscripts Software, LLC
Street Address:	305 Church At North Hills Avenue
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27609
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark	
Registration Number:	4998715		
Registration Number:	3799090	PRACTICE FUSION	
Registration Number:	4998736	PRACTICE FUSION	
Registration Number:	3799091	PATIENT FUSION	
Registration Number:	3795773	LIVE IN FIVE	
Registration Number:	3961383	PHENOMENAL SUPPORT	
Registration Number:	4081487	CHARTSHARE	
Serial Number:	85594035	DC TO VC	············
Serial Number:	85836539	DC2VC	
Serial Number:	85874986	CHARTPIC	
Serial Number:	85658592	RINGADOC	
Serial Number:	87687742	YOUR PRACTICE, OUR PURPOSE.	

CORRESPONDENCE DATA

Fax Number:

3129774405

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:

3129774400

Email:

chitm@nixonpeabody.com

Correspondent Name:

Elizabeth Baio

Address Line 1:

70 W. Madison Street, 35th Floor

TRADEMARK REEL: 006387 FRAME: 0715

Address Line 4: Chica	ago, ILLINOIS 60602
NAME OF SUBMITTER:	Elizabeth Baio
SIGNATURE:	/Elizabeth Baio/
DATE SIGNED:	05/03/2018
Total Attachments: 9	
source=Executed IP Assignment#page	l.tif
source=Executed IP Assignment#page2	2.tif
source=Executed IP Assignment#page3	B.tif
source=Executed IP Assignment#page4	4.tif
source=Executed IP Assignment#pages	5.tif
source=Executed IP Assignment#page6	S.tif
source=Executed IP Assignment#page	7.tif
source=Executed IP Assignment#page8	3.tif

source=Executed IP Assignment#page9.tif

TRADEMARK REEL: 006387 FRAME: 0716

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "<u>Assignment</u>"), effective as of February 13, 2018, is by and between PRACTICE FUSION, INC., a Delaware corporation, with its principal place of business located at 731 Market Street, Suite 400, San Francisco, CA 94103, ("<u>Assignor</u>") to ALLSCRIPTS SOFTWARE, LLC, a Delaware limited liability company, with its principal place of business located at 305 Church At North Hills Avenue, Raleigh, North Carolina 27609, ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A, B, and C (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 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, 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 and patent applications 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

TRADEMARK
REEL: 006387 FRAME: 0717

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. <u>Domain Names</u>. 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 C 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").
- 4. <u>Further Assurances</u>. 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.
- 5. <u>Successors</u>. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
- 6. 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.
- 7. <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.

[Remainder of page blank; signature page follows.]

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

ASSIGNOR

	By: Eric Jacobson
	Its: Secretary
	Date: May 1, 2018
subscribed to the foregoing instrument the purposes and consideration thereithis assignment on behalf of the Assi	authority, on this, 201& personally known to me as the person whose name is nt and acknowledged to me that he/she executed the same for in expressed, in the capacity state, and with authority to act in ignor. Notary Public
OFFICIAL SEAL REGINA JUSTICE NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires June 29, 2019	Regina Justico (Signature of Notary)
	(Legibly Print or Stamp Name of Notary)

ACCEPTED BY: By: Josh Reed Its: Associate General Counsel Date: May 1, 2018 Before me, the undersigned authority, on this 15th day of May, 2018, ally 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 Assignee. **Notary Public**

OFFICIAL SEAL REGINA JUSTICE NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires June 29, 2019

COUNTY OF <u>Cook</u>

personally appeared Josh Reed

(Signature of Notary)

) ss.

(Legibly Print or Stamp Name of Notary)

Schedule A-Trademarks

Mark	Country/ Jurisdiction	Application Number	Registration Number
	United States	86/234,975	4,998,715
	Canada	1,680,088	
	The European Union Trademark	012812657	012812657
Practice Fusion	United States	77/847,771	3,799,090
Practice Fusion	United States	86/251,403	4,998,736
Practice Fusion	Canada	1,680,081	
Practice Fusion	The European Union Trademark	012813011	012813011
Patient Fusion	United States	77/847,790	3,799,091
Live In Five	United States	77/847,827	3,795,773
Phenomenal Support	United States	85/128,549	3,961,383
ChartShare	United States	85/230,216	4,081,487
DC To VC	United States	85/594,035	
DC2VC	United States	85/836,539	
Chartpic	United States	85/874,986	
Ringadoc	United States	85/658,592	4,251,879
Your Practice. Our Purpose	United States	87/687,742	

Schedule B-Patents

Title	Country	Application / Patent Number
Medical Professional Application Integration into Electronic Health Record System	United States	9,208,284
Health Care Practice Management Messaging And Mining System And Method	United States	13/794,418
Offline Electronic Health Record Management	United States	9,760,681
Presenting A Patient's Disparate Medical Data On A Unified Timeline	United States	14/268,759
Presenting A Patient's Disparate Medical Data On A Unified Timeline	United States	15/241,227
Dynamic Setup Configurator For An Electronic Health Records System	United States	14/311,652
Image Insertion Into An Electronic Health Record	United States	14/606,731
Patient Application Integration Into Electronic Health Record System	United States	14/318,497
Medical Professional Application Integration Into Electronic Health Record System	United States	9,208,284
Automated Waiting Room Queue And Management Service	United States	14/317,668
Electronic Health Records Data Management Systems And Methods	United States	9,824,185
Aggregating A Patient's Disparate Medical Data From Multiple Sources	United States	14/493,887
Recommending Medical Applications Based On A Physician's Electronic Medical Records System	United States	14/454,312
Recommending Medical Applications Based On A Physician- Patient Encounter	United States	14/454,319
Recommending Medical Applications Based On A Physician- Patient Encounter	United States	15/274,927
Flexible Encounter Tracking Systems And Methods	United States	14/697,098

Integrated Health Data Analysis System	United States	14/643,617
	Office States	14/043,01/
One Click Lab Service Sign Up	United States	14/333,357
Electronic Health Record System Context Api	United States	14/318,500
Predicting Related Symptoms	United States	14/611,954
Recommending Medical Applications Based On A Patient's Electronic Medical Records System	United States	14/454,328
Recommending Medical Applications Based On A Patient's Electronic Medical Records System	United States	15/346,125
Display Screen Or Portion Thereof With Graphical User Interface	United States	D784,367
Sanitization Of Content Displayed By Web-Based Applications	United States	14/789,452
Process For Obtaining Expert Advice On-Demand	United States	8,787,555
Managing Data Relationships Of Customizable Forms	United States	14/924,216
Collaborative Charting With Device Integration	United States	14/964,285
Display Screen Or Portion Thereof With Animated Graphical User Interface	United States	D773,487

Schedule C-Domain Names

100plus.com	patientfusionphr.com
100plusapp.com	patientnetworks.co
1800calldoctor.com	patientnetworks.info
answerdocs.com	patientnetworks.net
call2doc.com	pf.md
call2docs.com	pfapi.com
callfordoctors.com	pfcareers.com
calltodoc.com	pfemr.co
calltodocs.com	pfemr.com
certified-ehr-software.com	pfemr.info
certified-emr-software.com	pfemr.net
chartpic.com	pfimport.com
chartpic.net	pfparty.com
dctovc.com	pfpractice.com
dialadoctor.com	pfsn.co
drsondemand.com	pfuniversity.com
ehr-certified.com	practice-fusion.com
ehr-free.co	practicefusion-careers.com
ehr-free.com	practicefusion-jobs.com
ehrblogger.com	practicefusion.biz
ehrbloggers.com	practicefusion.co
electronic-health-records-free.com	practicefusion.com
electronic-health.com	practicefusion.com.tw
electronic-medical-records-free.com	practicefusion.info
emr-certified.com	practicefusion.net
emr-free.com	practicefusion.org
emr-free.info	practicefusion.tw
emr-free.net	practicefusionacademy.com
emrpf.com	practicefusioncareers.com
epitome-care.com	practicefusionconsent.com
epitome-health.com	practicefusionconsent.net
epitome-health.me	practicefusionconsent.org
epitome-life.com	practicefusionconsent.info
epitome-wellness.com	practicefusiondata.com
epitomecare.com	practicefusionemr.com
epitomecare.org	practicefusionfacts.com
epitomefusion.com	practicefusionfraud.com
epitomehealth.com	practicefusionftc.com
epitomehealth.me	practicefusionftc.net

epitomehealth.org practicefusionftc.org epitomelife.com practicefusionftc info epitomewellness.com practicefusionjobs.com epitomewellness.me practicefusionlabs.com epitomewellness.org practicefusionphr.com fusioncare.me practicefusionsettlement.com fusionhealth.me practicefusionsettlement.net fusionpatient.com practicefusionsettlement.org gamify-health.com practicefusionsettlement.info gamify-life.com practicefusionsucks.com healthfusion.me practicefusionsux.com ihatepracticefusion.com practicefusionuniversity.com lifequant.com practicefusion.com matchmyhealth.com practicefusion.com medicalchartwizard.com qua.me mobilefusion.mobi quantifylabs.com ringadoc.com
epitomewellness.me practicefusionjobs.com epitomewellness.me practicefusionlabs.com epitomewellness.org practicefusionphr.com fusioncare.me practicefusionsettlement.com fusionhealth.me practicefusionsettlement.net fusionpatient.com practicefusionsettlement.org gamify-health.com practicefusionsettlement.info gamify-life.com practicefusionsucks.com healthfusion.me practicefusionsux.com ihatepracticefusion.com practicefusionuniversity.com lifequant.com practicefuture.com matchmyhealth.com practisefusion.com medicalchartwizard.com qua.me mobilefusion.mobi quantifylabs.com
epitomewellness.org practicefusionlabs.com epitomewellness.org practicefusionphr.com fusioncare.me practicefusionsettlement.com fusionhealth.me practicefusionsettlement.net fusionpatient.com practicefusionsettlement.org gamify-health.com practicefusionsettlement.info gamify-life.com practicefusionsucks.com healthfusion.me practicefusionsux.com ihatepracticefusion.com practicefusionuniversity.com lifequant.com practicefuture.com matchmyhealth.com practicefusion.com medicalchartwizard.com qua.me mobilefusion.mobi quantifylabs.com
epitomewellness.org practicefusionphr.com fusioncare.me practicefusionsettlement.com fusionhealth.me practicefusionsettlement.net fusionpatient.com practicefusionsettlement.org gamify-health.com practicefusionsettlement.info gamify-life.com practicefusionsucks.com healthfusion.me practicefusionsux.com ihatepracticefusion.com practicefusionuniversity.com lifequant.com practicefuture.com matchmyhealth.com practisefusion.com medicalchartwizard.com qua.me mobilefusion.mobi quantifylabs.com
fusioncare.me practicefusionsettlement.com fusionhealth.me practicefusionsettlement.net fusionpatient.com practicefusionsettlement.org gamify-health.com practicefusionsettlement.info gamify-life.com practicefusionsucks.com healthfusion.me practicefusionsux.com ihatepracticefusion.com practicefusionuniversity.com lifequant.com practicefuture.com matchmyhealth.com practisefusion.com medicalchartwizard.com qua.me mobilefusion.mobi quantifylabs.com
fusioncare.me practicefusionsettlement.com fusionhealth.me practicefusionsettlement.net fusionpatient.com practicefusionsettlement.org gamify-health.com practicefusionsettlement.info gamify-life.com practicefusionsucks.com healthfusion.me practicefusionsux.com ihatepracticefusion.com practicefusionuniversity.com lifequant.com practicefuture.com matchmyhealth.com practisefusion.com medicalchartwizard.com qua.me mobilefusion.mobi quantifylabs.com
fusionpatient.com practicefusionsettlement.org gamify-health.com practicefusionsettlement.info gamify-life.com practicefusionsucks.com healthfusion.me practicefusionsux.com ihatepracticefusion.com practicefusionuniversity.com lifequant.com practicefuture.com matchmyhealth.com practisefusion.com medicalchartwizard.com qua.me mobilefusion.mobi quantifylabs.com
gamify-health.com practicefusionsettlement.info gamify-life.com practicefusionsucks.com healthfusion.me practicefusionsux.com ihatepracticefusion.com practicefusionuniversity.com lifequant.com practicefuture.com matchmyhealth.com practisefusion.com medicalchartwizard.com qua.me mobilefusion.mobi quantifylabs.com
gamify-life.com practicefusionsucks.com healthfusion.me practicefusionsux.com ihatepracticefusion.com practicefusionuniversity.com lifequant.com practicefuture.com matchmyhealth.com practisefusion.com medicalchartwizard.com qua.me mobilefusion.mobi quantifylabs.com
healthfusion.me practicefusionsux.com ihatepracticefusion.com practicefusionuniversity.com lifequant.com practicefuture.com matchmyhealth.com practisefusion.com medicalchartwizard.com qua.me mobilefusion.mobi quantifylabs.com
ihatepracticefusion.com practicefusionuniversity.com lifequant.com practicefuture.com matchmyhealth.com practisefusion.com medicalchartwizard.com qua.me mobilefusion.mobi quantifylabs.com
lifequant.com practicefuture.com matchmyhealth.com practisefusion.com medicalchartwizard.com qua.me mobilefusion.mobi quantifylabs.com
matchmyhealth.compractisefusion.commedicalchartwizard.comqua.memobilefusion.mobiquantifylabs.com
medicalchartwizard.comqua.memobilefusion.mobiquantifylabs.com
mobilefusion.mobi quantifylabs.com
myphysician.me ringadoc.com
myphysicianandme.com ringadocs.com
nationalbmi.com ringdocs.com
obesitytracker.com ringmydoc.com
patientfusion.com ringmydoctor.com
patientfusion.info ringthedoc.com
patientfusion.me samebodies.com
patientfusion.net telathrive.com
patientfusion.org telethrive.com
patientfusioncomplaints.com telethrive.org