

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NantHealth, Inc.		08/25/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Allscripts Software, LLC		
Street Address:	222 Merchandise Mart Plaza, Suite 2024		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2788221	CAREFX	
Registration Number:	3079634	FUSIONFX	
Registration Number:	4273039	PEAKE HEALTHCARE INNOVATIONS	
Serial Number:	87036929	HEALTH NOTEBOOK	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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>			
Phone:	3129774400		
Email:	chitm@nixonpeabody.com		
Correspondent Name:	Elizabeth Baio		
Address Line 1:	70 W. Madison Street, 35th Floor		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Elizabeth Baio		
SIGNATURE:	/Elizabeth Baio/		
DATE SIGNED:	10/24/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of August 25, 2017, is made by **NantHealth, Inc.**, a Delaware corporation with a mailing address at 9920 Jefferson Blvd., Culver City, CA 90230 ("Assignor"), in favor of **Allscripts Software, LLC**, a Delaware limited liability company ("Assignee"), a wholly owned subsidiary of Allscripts Healthcare Solutions, Inc., a Delaware corporation ("Buyer"), located 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 trademark registrations and trademark applications set forth on Exhibit A attached hereto and incorporated herein by reference (the "Transferred Trademarks");

WHEREAS, Buyer has designated Assignee to receive the Transferred Trademarks;

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 and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby acquires all right, title, and interest in and to the Transferred Trademarks, and all issuances, extensions, and renewals thereof, as well as any rights of priority and any common law rights throughout the world, together with the goodwill of the Business connected with and symbolized by the Transferred Trademarks. As of the Closing Date, Assignee shall enjoy all benefit of the Transferred Trademarks and all rights of ownership of the Transferred Trademarks, including, without limitation, the right to exploit, use, license, and dispose of the Transferred Trademarks and the right to all proceeds of the foregoing, including the right to institute, continue or defend any and all claims and causes of action with respect to the Transferred Trademarks, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damage. To that effect, Assignee is subrogated to all Assignor's rights and actions, in substitution for those of Assignor.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office (USPTO) and any other national, federal, and state government officials to record and register this Trademark Assignment upon request by

Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Transferred Trademarks including, but not limited to, assignments, transfers, and related powers of attorney.

3. Miscellaneous. 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR

NantHealth, Inc.

By: Charles Kim

Name: Charles Kim

Title: General Counsel


(Signature Page of Assignor to Trademark Assignment)

TRADEMARK
REEL: 006468 FRAME: 0260

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNEE

Allscripts Software, LLC

By: 

Name: Rick Poulton

Title: President

(Signature Page of Assignee to Trademark Assignment)

EXHIBIT A

Country	Trademark	Application Number	Filing Date	Reg. No.	Reg. Date
CN	CAREFX	9850518	8/16/2011	9850518	10/21/2012
CN	CAREFX	9850519	8/16/2011	9850519	10/21/2012
US	CAREFX	76/421736	6/17/2002	2788221	12/2/2003
EM	CAREFX	3356151	9/17/2003	3356151	4/6/2005
US	FUSIONFX	78/613653	4/21/2005	3079634	4/11/2006
US	HEALTH NOTEBOOK	87/036929	5/13/2016		
US	PEAKE HEALTHCARE INNOVATIONS	85/423217	9/15/2011	4273039	1/8/2013