

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VitalWorks, Inc. | | 12/29/2004 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Cerner Innovation, Inc. | | |
| Street Address: | 5750 West 95th Street, Suite 310 | | |
| City: | Overland Park | | |
| State/Country: | KANSAS | | |
| Postal Code: | 66207 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78163724 | REPLICA | |
| Serial Number: | 76538147 | INGENUITY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (816)571-5804 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 816-201-5804 | | |
| Email: | ddevers@cerner.com | | |
| Correspondent Name: | Daniel P. Devers | | |
| Address Line 1: | 5750 West 95th Street, Suite 310 | | |
| Address Line 4: | Overland Park, KANSAS 66207 | | |
| NAME OF SUBMITTER: | Daniel P. Devers | | |
| Signature: | /danielpdevers/ | | |
| Date: | 04/12/2005 | | |
| Total Attachments: 3 | | | |

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made as of January 3, 2005, by VitalWorks, Inc., a Delaware corporation (the "Assignor"), in favor of **CERNER INNOVATION, INC.** a Delaware corporation (the "Assignee"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement (as defined below).

WHEREAS, the Asset Purchase Agreement dated as of November 15, 2004 (the "Purchase Agreement") by and between Assignor and Cerner Corporation, a Delaware corporation ("Cerner") provides for, among other things, the assignment to Cerner of certain assets of Seller, and the assumption by Cerner of certain liabilities of Seller, all as more fully described in the Purchase Agreement, for consideration in the amount and upon the terms provided in the Purchase Agreement; and

WHEREAS, pursuant to an Assignment and Assumption Agreement, dated as of the date hereof, Cerner transferred and assigned all its rights to the Intellectual Property under the Purchase Agreement to Assignee, its wholly-owned U.S. subsidiary, in accordance with the terms and conditions of Section 11.3 of the Purchase Agreement; and

WHEREAS, Assignee desires to purchase, accept and assume the Intellectual Property on the terms and conditions provided for by this Assignment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment of Rights.** The Assignor hereby sells, assigns, transfers, conveys and delivers, free and clear of all liabilities, liens, security interests and other claims and encumbrances of every kind and character, to Assignee, its successors and assigns, the full and exclusive right, title and interest, throughout the world, in, to, deriving from and under the Intellectual Property (as defined in the Purchase Agreement) and including the right to sue, counterclaim and recover for past, present and future infringement thereof, the same to be held and enjoyed by said Assignee, for its own use, and for its successors, legal representatives and assigns.

2. **Acceptance of Rights.** Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of Assignors' rights, title and interest in, to, and deriving from the Intellectual Property.

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

**ASSIGNOR:
VITALWORKS, INC.**

