

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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.		01/03/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Cerner Innovation, Inc.		
Street Address:	2800 Rockcreek Parkway		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64117		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2322905	DATAMEDIC	
Registration Number:	2103110	EMSTATION	
Registration Number:	2108725	EYESTATION	
Registration Number:	2127036	FPSTATION	
Registration Number:	2303760	INFOMINE	
Registration Number:	2802789	INFOUNPLUGGED	
CORRESPONDENCE DATA			
Fax Number:	(816)421-5547		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	816-474-6550		
Email:	bparkerson@shb.com		
Correspondent Name:	Shook, Hardy & Bacon LLP		
Address Line 1:	2555 Grand Blvd		
Address Line 4:	Kansas City, MISSOURI 64108		
ATTORNEY DOCKET NUMBER:	CRPP.119256		

OP \$165.00 2322905

NAME OF SUBMITTER:	Tawni L. Wilhelm
Signature:	/Tawni L. Wilhelm/
Date:	02/27/2006
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

ASSIGNMENT

WHEREAS, VitalWorks, Inc. ("VitalWorks"), a corporation duly organized under the laws of the State of Delaware, and having its principal place of business at 239 Ethan Allen Highway Ridgefield, Connecticut 06877, is the owner of the following United States Trademark Registrations:

DATAMEDIC	2/29/00
EMSTATION	10/7/97
EYESTATION	10/28/97
FPSTATION	1/6/98
INFOMINE	12/28/99
INFOUNPLUGGED	1/6/04

WHEREAS, Cerner Innovation, Inc. ("Cerner Innovation"), a corporation duly organized under the laws of the State of Delaware, and having its principal place of business at 5750 West 95th Street, Suite 310, Overland Park, County of Johnson, and State of Kansas, is desirous of acquiring said Trademark Registrations;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, including consideration previously transferred, the receipt and sufficiency of which are hereby acknowledged, VitalWorks has sold, assigned and transferred, and by these presents does sell, assign and transfer unto Cerner Innovation the full and exclusive right, title and interest, throughout the world, in and to the said marks, together with the good will of the business symbolized by the marks, and the above identified registrations thereof, and the right to recover for any past infringement of said marks.

EXECUTED this 3rd day of January, 2005.

VITALWORKS, INC.

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.

