

TRADEMARK ASSIGNMENT

Electronic 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
Allscripts, LLC		09/30/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Perseus Acquisition, Inc.
Street Address:	2099 Pennsylvania Avenue
Internal Address:	c/o Perseus L.L.C.
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006-1803
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3249170	PHYSICIANS INTERACTIVE
Registration Number:	2651016	PI
Registration Number:	2616329	PI
Registration Number:	3279502	PI E-DETAILING
Registration Number:	2653127	PI PHYSICIANS INTERACTIVE
Registration Number:	3219145	PATIENTS INTERACTIVE

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-609-7897
 Email: hmiller@vedderprice.com
 Correspondent Name: Holly Miller
 Address Line 1: 222 North LaSalle Street - 24th Floor
 Address Line 4: Chicago, ILLINOIS 60601

TRADEMARK

CH \$165.00 3249170

ATTORNEY DOCKET NUMBER:	32974.00.0023
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	09/30/2008
Total Attachments: 4 source=Allscripts Trademark Assignment to Perseus#page1.tif source=Allscripts Trademark Assignment to Perseus#page2.tif source=Allscripts Trademark Assignment to Perseus#page3.tif source=Allscripts Trademark Assignment to Perseus#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of September 30, 2008 (this “**Assignment**”), is made by Allscripts, LLC, a Delaware limited liability company (“**Assignor**”), in favor of Perseus Acquisition, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement (the “**Agreement**”), dated September 18, 2008, between Assignor and Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee all U.S. and foreign trademarks, trade names, logos, common law trademarks and service marks owned by Assignor and primarily used in or primarily related to the PI Business (as such term is defined in the Agreement), whether registered or not, each of which is set forth on Schedule I hereto, including the goodwill associated therewith (collectively, the “**Marks**”), all U.S. and foreign trademark, trade name and service mark registrations and applications (including intent to use applications) for the Marks (the “**Registrations**”), and any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction (the “**Claims**”);

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and pursuant to the terms of the Agreement, Assignor hereby agrees as follows:

1. Assignor hereby conveys, assigns, sells and transfers to Assignee its entire right, title and interest in and to the Marks, the Registrations and the Claims, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Marks and the term of the Registrations, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made.

2. Assignor hereby represents, warrants and covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

3. Assignor represents, warrants and covenants that Assignor is the owner of the entire right, title and interest in and to the Marks and the holder of record title to the Registrations and Applications, that Assignor has full power to make this Assignment and that Assignor agrees to execute such further assignments and related documents with respect to the Marks, the Registrations and the Claims as Assignee shall reasonably request.

4. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Agreement nor shall this Assignment expand or enlarge any remedies under the Agreement including without limitation any limits on indemnification specified therein. This Assignment is

intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.

5. Assignor agrees to execute whatever documents are reasonably deemed necessary or desirable by Assignee, its successors, assigns or legal representatives to record transfer of ownership of Marks from Assignor to Assignee, all at the expense of Assignee or its successors, assigns or legal representatives.

6. This Assignment together with the Agreement constitute the final and entire agreement between the parties with respect to the subject matter. Subject to Section 4 hereof, this Assignment supersedes all previous and contemporaneous proposals, arrangements or understandings between the parties with respect to the subject matter, other than the Agreement. This Assignment may be modified or amended only by a written agreement executed by both parties. This Assignment shall be construed, enforced, and performed in accordance with the internal laws of the State of New York, without reference to its choice of law rules. Each of the parties consents to the jurisdiction of any state or federal court sitting in the County of New York, State of New York, or the County of Cook, State of Illinois and waives any argument that any such court does not have jurisdiction over such party or such dispute or that venue in any such forum is not appropriate or convenient.

7. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

8. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officers thereunto duly authorized as of the day and year first above written.

ALLSCRIPTS, LLC

By: [Signature]
Name: Lee Shapiro
Title: President

Attest:

[Signature]
Name: Philip S. Brawster
Title: Associate Counsel

State of Illinois)
City/County of Cook)

On this 29th day of September, 2008, before me personally appeared Lee Shapiro, to me known to be the President of Allscripts, LLC, a Delaware limited liability company, on whose behalf he executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My commission expires: 4/6/2011

[Signature]
Notary Public



[Signature Page to Trademark Assignment]

SCHEDULE I

Registrations for Trademarks, Trade Names and Service Marks

<u>Trademark</u>	<u>Registration Number</u>
PHYSICIANS INTERACTIVE	3249170
PI	2651016
PI AND DESIGN	2616329
PI E-DETAILING	3279502
PI PHYSICIANS INTERACTIVE AND DESIGN	2653127
PATIENTS INTERACTIVE	3219145
PI CONVENTION	N/A
PI OPINIONLEADER	N/A
PI SURVEY	N/A