

**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
Girish Navani		08/17/2010	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

Name:	eClinicalWorks, LLC
Street Address:	112 Turnpike Road
Internal Address:	Suite 200
City:	Westborough
State/Country:	MASSACHUSETTS
Postal Code:	01581
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	77824319	ECLINICALWORKS P2P
Registration Number:	3528020	EEHX
Registration Number:	3633369	ELECTRONIC HEALTH EXCHANGE
Registration Number:	3166634	ECLINICALWEB

**CORRESPONDENCE DATA**

Fax Number: (404)420-0805  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-572-6600  
 Email: trademarks@pogolaw.com  
 Correspondent Name: Charles L. Warner  
 Address Line 1: 1201 West Peachtree Street, NW  
 Address Line 2: 14th Floor  
 Address Line 4: Atlanta, GEORGIA 30309-3488

ATTORNEY DOCKET NUMBER:	C150080.0293363
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NAME OF SUBMITTER:	Damon Whitaker
Signature:	/Damon Whitaker/
Date:	09/16/2010
<b>Total Attachments: 3</b> source=eClinicalWorks Assignment#page1.tif source=eClinicalWorks Assignment#page2.tif source=eClinicalWorks Assignment#page3.tif	

## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment") is made effective as of the 17th day of August, 2010. (the "Effective Date") by and between Girish Navani, an individual with an address at 112 Turnpike Road, Suite 200, Westborough, Massachusetts 01581 ("Assignor"), and eClinicalWorks, LLC, a Massachusetts limited liability company with its principal business address at 112 Turnpike Road, Westborough, Massachusetts 01581 ("Assignee").

### STATEMENT OF FACTS

Assignor is the owner of certain trademarks and registrations as set forth in Exhibit A attached hereto and incorporated herein (collectively, the "Marks").

Assignor wishes to transfer and assign to Assignee all of its right, title and interest in and to the Marks, and all applications and registrations relating to the Marks, along with all good will and the business pertaining thereto, and the parties wish to evidence this absolute transfer of rights by this instrument of assignment.

Assignor has inadvertently used several versions of his name in his applications to register some of the marks, as identified in Exhibit A.

### ASSIGNMENT

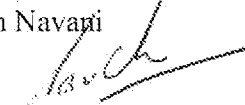
In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably and unconditionally sells, assigns and transfers to Assignee, and Assignee hereby accepts, (i) Assignor's entire worldwide right, title and interest in and to the Marks, (ii) together with all the goodwill of the business associated therewith and symbolized thereby, (iii) any trademark registrations and trademark applications Assignor has filed in any foreign countries with respect to the Marks, along with any priorities, rights or registrations resulting therefrom; and (iv) any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Assignment not been made.

Assignor agrees, for itself and its successors, with said Assignee and its successors and assigns, but at Assignee's or their expense and charges, hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the grant of registered trademarks and service marks in the United States and in all other countries to Assignee, in such form as shall be approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to all such trademarks and service marks. Assignor further authorizes and grants a limited power of attorney to Assignee's intellectual property counsel, Charles L. Warner of Bryan Cave LLP, or his designee, to execute on Assignor's behalf any documents necessary to evidence the assignments granted herein for the United States or any other country without further notice to Assignor.

The undersigned represents and warrants that he has full requisite authority to execute this Assignment on behalf of Assignor and to obligate Assignor to its terms. The background recitals form a material part of this Assignment.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment under seal on the date first above written.

Assignor  
Girish Navani

By:  (seal)

Print Name: GIRISH NAVANI

Title: \_\_\_\_\_

# Exhibit A

BC FILE NO.	TRADEMARK	REGISTRATION DATE	UNITED STATES REGISTRATION NUMBER	APPLICANT NAME/OWNER
150080.0293370	EEHX	11-4-2008	3,528,020	Girish M. Navani
150080.0293381	ELECTRONIC HEALTH EXCHANGE	6-2-2009	3,633,369	Girish Kumar Navani
150080.0304377	ECLINICAL WEB	10-31-2006	3,166,634	Girish M. Navani

BC FILE NO.	TRADEMARK	APPLICATION DATE	UNITED STATES APPLICATION NUMBER	APPLICANT NAME/OWNER
150080.0303590	ECLINICAL WORKS P2P	9-10-2009	77/824,319	Girish K. Navani