

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
NCR Corporation		12/23/2011	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	QuadraMed Affinity Corporation		
Street Address:	12110 SUNSET HILLS ROAD, SUITE 600		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3086863	ECLIPBOARD	
Registration Number:	3139985	GALVANON	
Registration Number:	3122176	MEDIKIOSK	
Registration Number:	3357439	THE PATIENT EXPERIENCE COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(202)842-7899		
Phone:	2028427800		
Email:	trademarks@cooley.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Susan P. Christoff		
Address Line 1:	777 6th St., N.W., Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	175030-202		
NAME OF SUBMITTER:	Susan Mobley		

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Signature:	/Susan Mobley/
Date:	03/28/2012
Total Attachments: 4 source=Project_Heathrow_-_Trademark_Assignment#page1.tif source=Project_Heathrow_-_Trademark_Assignment#page2.tif source=Project_Heathrow_-_Trademark_Assignment#page3.tif source=Project_Heathrow_-_Trademark_Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated December 23, 2011 (this "Agreement"), is entered into by NCR Corporation, a Maryland corporation ("Assignor"), for the benefit of QuadraMed Affinity Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement dated as of December 23, 2011. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Assignor has agreed to sell, convey, assign, transfer and deliver, and the Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's rights, title and interests in and to the Marks set forth on Schedule A attached hereto (the "Assigned Trademarks").


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee any and all worldwide rights, title and interests Assignor holds, or may hold, in and to the Assigned Trademarks, together with all rights derived therefrom, including but not limited to the right to sue for and collect damages for past, present and future infringement.

Assignor further agrees that, should additional or further documentation of the assignment be required for whatever reason, Assignor will, without further consideration, provide or execute such other information or documents as may be necessary upon the Assignee's reasonable request.

This Agreement shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns in all respects, including all matters of construction, validity and performance. Except to the extent federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts executed in and to be performed entirely within such state, without regard to the principles thereof regarding conflicts of law of any jurisdiction. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Agreement may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Trademark Assignment on the date first above written.

NCR CORPORATION

By: 
Name: Robert Fishman
Title: Chief Financial Officer

QUADRAMED AFFINITY CORPORATION

By: _____
Name:
Title:


[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Trademark Assignment on the date first above written.

NCR CORPORATION

By: _____
Name:
Title:

QUADRAMED AFFINITY CORPORATION

By: 
Name: David L. Piezza
Title: CFO

SCHEDULE A

ASSIGNED TRADEMARKS

Trademark Registrations	
Trademark	Registration No.
ECLIPBOARD	3086863
GALVANON	3139985
MEDIKIOSK	3122176
THE PATIENT EXPERIENCE COMPANY	3357439