

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
IntraNexus, Inc.		04/29/2011	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	NextGen Inpatient Solutions, LLC
Street Address:	18111 Von Karman Avenue, Suite 700
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92612
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3720822	HERE. THERE. ANYWHERE.
Registration Number:	2563711	INTRANEXUS
Registration Number:	2813573	INTRANEXUS
Registration Number:	2843417	SAPPHIRE
Registration Number:	3112535	SAPPHIRE

CORRESPONDENCE DATA

Fax Number: 2155255311
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-965-1390
 Email: usptotm@panitchlaw.com
 Correspondent Name: Michael J. Leonard
 Address Line 1: 2005 Market Street, Suite 2200
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	688290.0028
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CH \$140.00 3720822

NAME OF SUBMITTER:	Michael J. Leonard
Signature:	/michael leonard/
Date:	05/16/2012
Total Attachments: 5 source=Assignment_IntraNexus, Inc. to NextGen Inpatient Solutions, LLC#page1.tif source=Assignment_IntraNexus, Inc. to NextGen Inpatient Solutions, LLC#page2.tif source=Assignment_IntraNexus, Inc. to NextGen Inpatient Solutions, LLC#page3.tif source=Assignment_IntraNexus, Inc. to NextGen Inpatient Solutions, LLC#page4.tif source=Assignment_IntraNexus, Inc. to NextGen Inpatient Solutions, LLC#page5.tif	

TRADE NAME ASSIGNMENT

THIS TRADE NAME ASSIGNMENT (this "Assignment") is made as of April 29, 2011, by and between IntraNexus, Inc., a Virginia corporation ("Assignor"), and NextGen Inpatient Solutions, LLC, a California limited liability company ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement Agreement, dated as of April 1, 2011 (the "Purchase Agreement"). Terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

B. In connection with the closing of the transactions contemplated by the Purchase Agreement, Assignor is required to sell, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the trade name "IntraNexus" (the "Trade Name").

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained in this Assignment and the Purchase Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties, intending to be legally bound, agree as follows:

1. Assignment to Assignee. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Trade Name.

2. Further Assurances. At any time and from time to time after the date hereof, at Assignee's reasonable request and without further consideration, Assignor shall execute and deliver to Assignee, or Assignee's designee, such other documents and take all such other actions which Assignee, its successors, assigns or designees may reasonably request to effect the terms of this Assignment and to execute and deliver any and all instruments, affidavits, testimonies, declarations, oaths, exhibits, and other documentation as Assignee may deem necessary and desirable in order more effectively to transfer, convey and assign to Assignee, and to confirm Assignee's title to the Trade Name. If Assignor or Assignee should discover at any time after the date hereof the existence of any trade names that are comprised within the Acquired Assets other than the Trade Name (the "Discovered Trade Names"), then Assignor and Assignee may amend this Assignment in accordance with paragraph 10 to include the Discovered Trade Names and Assignor shall cooperate with Assignee with respect to the Discovered Trade Names in accordance with this paragraph. Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (i) to defend or compromise any or all Legal Proceedings in respect of the Trade Name; (ii) to act in Assignor's name, place and stead to execute, deliver and record any document or instrument of assignment required in any country in which such documents may be required to transfer, grant or confirm the rights transferred, granted and confirmed herein with respect to the Trade Name; and (iii) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (ii) as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby

made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

3. **Effect Of Assignment.** Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of California. All actions and proceedings arising out of or relating to this Assignment will be heard and determined in a California court or a federal court sitting in Orange County, California, and the Parties irrevocably submit to the exclusive jurisdiction of such courts in any action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of such action or proceeding.

5. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when executed shall be deemed an original instrument, and all of which together shall constitute one and the same instrument. Facsimile signatures (including those in PDF format) shall be treated as if they were originals. The parties agree that this Assignment shall be legally binding upon the delivery and release, including by facsimile or email, by each party of an executed signature page to this Assignment to the other party hereto.

6. **Assignment.** This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

7. **Parties in Interest.** This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns and, except as expressly provided in this Assignment, nothing in this Assignment, express or implied, is intended to or shall confer upon any other Person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

8. **Descriptive Headings.** The descriptive headings of this Assignment are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Assignment.

9. **Severability.** If any term or provision of this Assignment shall, in any jurisdiction, be invalid, illegal or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable such term or provision in any other jurisdiction. All other terms and other provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to Assignee. Upon such determination that any term or

provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Assignment are fulfilled to the greatest extent possible.

10. Amendments. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. No amendment, supplement, modification or waiver of this Assignment shall be binding unless executed in writing by the party to be bound thereby.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the date first written above.

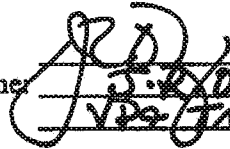
ASSIGNOR:

IntraNexus, Inc.

By:

Name:

Its:



J. D. Perry

Vice President

ASSIGNEE:

NextGen Inpatient Solutions, LLC

By: NextGen Healthcare Information Systems,
Inc., sole member

By: _____

Name: _____

Its: _____

[Signature page to Trade Name Assignment]

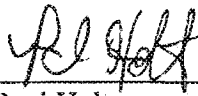
IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the date first written above.

ASSIGNOR: IntraNexus, Inc.

By: _____
Name: _____
Its: _____

ASSIGNEE: NextGen Inpatient Solutions, LLC

By: NextGen Healthcare Information Systems,
Inc., sole member

By:  _____
Name: Paul Holt
Its: Chief Financial Officer

[Signature page to Trade Name Assignment]