

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
National Healthcare Exchange Services, Inc.		05/11/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gateway EDI, LLC		
Street Address:	501 N. Broadway, 3rd Floor		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63102		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3164612	NHXS NATIONAL HEALTHCARE EXCHANGE SERVICES	
Registration Number:	4090561	CONTRACTRESOLVE	
Serial Number:	85408771	EOBRESOLVE	
Serial Number:	85480281	NHXS REIMBURSEMENT ACCURACY MADE SIMPLE	
CORRESPONDENCE DATA			
Fax Number:	3034957048		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	303-495-7048		
Email:	ip.group@trizetto.com		
Correspondent Name:	Jean A. Burns		
Address Line 1:	6061 S. Willow Drive		
Address Line 4:	Greenwood Village, COLORADO 80111		
NAME OF SUBMITTER:	Jean A. Burns		

OP \$115.00 3164612

Signature:	/Jean A. Burns/
Date:	07/19/2012
Total Attachments: 4 source=Assignment of Trademarks and Domain Names NHXS#page1.tif source=Assignment of Trademarks and Domain Names NHXS#page2.tif source=Assignment of Trademarks and Domain Names NHXS#page3.tif source=Assignment of Trademarks and Domain Names NHXS#page4.tif	

EXECUTION

ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES (this "Trademark Assignment"), dated as of May 11, 2012, is from NATIONAL HEALTHCARE EXCHANGE SERVICES, INC., a Delaware corporation (the "Assignor"), to GATEWAY EDI, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor and the Assignee are parties to an Asset Purchase Agreement, dated as of May 11, 2012, pursuant to which the Assignor has agreed to sell to the Assignee and the Assignee has agreed to purchase from the Assignor certain assets, including the Trademarks (as defined below) (the "Asset Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Asset Purchase Agreement); and

WHEREAS, the Assignor owns the trade name, trademarks and domain names listed on Schedule A attached hereto (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Asset Purchase Agreement and hereinafter set forth, the Assignor does hereby agree as follows:

1. Assignment of Trademarks. The Assignor hereby assigns to the Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to the Trademarks, whether now owned or hereafter acquired, and whether now existing or hereafter coming into existence, in the United States and all jurisdictions outside the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registration outside the United States based in whole or in part upon said Trademarks, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, and every priority right that is or may be predicated upon or arise from said Trademarks, to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by the Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. Transfer of Trademarks. The Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions inside or outside the United States to transfer all of the Trademarks to the Assignee as assignee of the entire right, title and interest therein or otherwise as the Assignee may direct, in accordance with this Trademark Assignment, and to issue to the Assignee or as the Assignee may direct all trademark registrations and other items referred to above which may issue with respect to any trademark application included in the Trademarks, in accordance with this Trademark Assignment.

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3. Further Assurances. The Assignor will take, or cause to be taken, all such other and further action, and will execute and deliver, or cause to be executed and delivered, to the Assignee and its successors and assigns, all further documents, as may reasonably be requested by the Assignee in order to effect the assignment contemplated hereby, including without limitation to enable the Assignee and its successors and assigns to file applications for the inventions covered by any Trademark in any country where it (or they) may elect to file such applications, and that may be necessary to vest in the Assignee and its successors and assigns, the title herein conveyed or intended so to be, and to enable such title to be recorded in the United States and other countries where such application or applications may be filed. In the event that this Trademark Assignment cannot be recorded in any country due to the form hereof, the Assignee shall prepare a reasonable country-specific assignment agreement (which in substance is not inconsistent with this Trademark Assignment) to record the assignment to the Assignee of the Trademarks in such country, and the Assignor shall execute and deliver to the Assignee any such recordable assignment agreement within fifteen (15) days after the Assignee delivers such assignment agreement to the Assignor.

4. Cooperation. The Assignor further covenants and agrees that the Assignor will at any time upon request of the Assignee, and at the Assignor's expense, communicate to the Assignee or its successors or assigns any facts relating to the Trademarks known to the Assignor, and that the Assignor or its employees will testify upon the request of the Assignee as to the same in any proceeding in the United States Patent and Trademark Office or in connection with any litigation involving the Trademarks.

5. No Third Party Beneficiaries. This Trademark Assignment shall inure solely to the benefit of the Assignee and its successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever.

6. Asset Purchase Agreement. This Trademark Assignment is subject to the terms and conditions of the Asset Purchase Agreement, and in the event of a conflict or inconsistency between the terms of the Asset Purchase Agreement and this Trademark Assignment, the terms of the Asset Purchase Agreement shall govern.

7. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal Laws of the State of New York (without giving effect to principles of conflicts of laws).

[Remainder of page intentionally left blank]

The Assignor has caused this Trademark Assignment to be executed and delivered as of the date first written above.

NATIONAL HEALTHCARE EXCHANGE SERVICES, INC.,
a Delaware corporation

By: Mark W Rieger

Name: MARK W RIEGER

Title: CEO

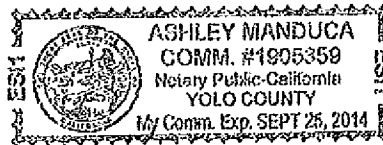
STATE OF California }
COUNTY OF Sacramento } ss:

Before me, the undersigned, a Notary Public of the State of California, personally appeared Mark W. Rieger who, having been sworn by me according to law, did depose and say [s]he was the CEO of NATIONAL HEALTHCARE EXCHANGE SERVICES, INC. (the "Assignor") and did acknowledge the execution of the foregoing Assignment of Trademarks on behalf of said Assignor pursuant to authority duly received.

WITNESS my hand and notarial seal this [10] day of [MAY], 2012.

Ashley Manduca

State of California, County of Sacramento
Subscribed and sworn to (or affirmed)
before me on this 10 day of May
2012 by Mark W Rieger
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.
Signature Ashley Manduca
NOTARY PUBLIC



EXECUTION

Schedule A

Trade Names, Trademarks and/or Service Marks and/or Registrations and/or Applications Therefor

<u>Trade Names/Trademarks</u>	<u>Registration No./ Application No.</u>
NHXS	n/a
NHXS National Healthcare Exchange Services, Inc.	Registration #3,164,612, Serial #78488717
ContractResolve	Registration #4,090,561, Serial #85338094
EobResolve	Serial #85408771
NHXS Reimbursement Accuracy Made Simple	Serial#85480281

Domain Names

<u>Domain Name</u>	<u>Registrar</u>	<u>Expiration Date</u>
NHXS.com	Domain.com	9/4/2016
NHXS.net	Domain.com	8/26/2012
NHXSConnect.com	Domain.com	9/2/2016
ATRI.com	Register.com	3/25/2017