

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
ClaimLogic, LLC		07/13/2012	LIMITED LIABILITY COMPANY: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Gateway EDI, LLC		
Street Address:	501 N. Broadway St. Third Fl.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63102		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85096943	APPEAL LOGIC	
Registration Number:	2635385	CLAIMLOGIC	
Registration Number:	3507254	REVENUE CYCLE MANAGEMENT-WE GET IT	
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		
Signature:	/Jean A. Burns/		

CH \$90.00 85096943

Date:

07/25/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is effective as of July 13, 2012, by and between ClaimLogic, L.L.C., an Oklahoma limited liability company ("Assignor"), and Gateway EDI, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

A. Assignor, Assignee and the other signatories thereto are parties to an Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, accept and take from Assignor, the Marks (as defined below). The execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and intent to use trademark applications set forth on Schedule 1 (the "Marks"), together with that portion of Assignor's business in connection with which it uses, or has an intent to use, the Marks and the goodwill of the business symbolized by the Marks.

2. Assignor acknowledges that, subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Marks and shall take no actions jeopardizing the existence or enforceability of the Marks or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Marks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

3. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

4. Assignor represents and warrants to Assignee that, other than as disclosed in the Disclosure Schedule to the Purchase Agreement: (a) Assignor was the sole owner of all rights, title and interest in the Marks, (b) Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered the Marks or agreed to do so, (c) Assignor has full power and authority to enter into this Assignment and to make the assignment set forth herein, (d) no claim or demand of any person has been made nor is there any proceeding that is pending, or to the knowledge of Assignor after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) challenges the rights of Assignor with respect to the Marks, (ii) asserts that Assignor is infringing or is otherwise in conflict with, or is, required to pay any royalty, license fee, charge or other amount with regard to the Marks, or (iii) claims that any default exists under any agreement or arrangement, and (e) the Marks are not subject to any outstanding order, ruling, decree, judgment or stipulation by or with any court, arbitrator, or administrative agency, or have been the subject of any litigation within the last five years, whether or not resolved in favor of Assignor.

[Signature Page Follows]

SCHEDULE 1

MARKS

Trademark	Serial / Registration No.	Registration Date	Jurisdiction	Status
Claimlogic	2635385	10/15/2002*	U.S.	Registered
Revenue Cycle Management – We Get It	3507254	09/30/2008	U.S.	Registered
Appeal Logic	85096943	N/A	U.S.	Registration Pending**

* Renewal due on or before 10/15/2012

** Notice of Allowance issued 02/07/2012; First Request for Extension of Time to file Statement of Use filed 07/06/2012.