



Form 10-1594 (Rev. 03-11)  
OMB Collection 0651-0027 (exp. 03/09/2012)

03/09/2012

07/26/2012  
103647383

COMMERCE  
Mark Office

Re 7/26/12



103641847

To the Director of the U. S. Pa...

Attached documents or the new address(es) below.

**1. Name of conveying part(ies):**  
MICHIGAN HEALTH HOSPITAL ASSOCIATION

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Nonprofit Corporation

Citizenship (see guidelines) Michigan

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving part(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: QUANTROS, INC.  
Internal Address: Suite 200  
Street Address: 690 N. McCarthy Blvd.  
City: Milpitas  
State: CA  
Country: USA      Zip: 95035

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship California  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance / Execution Date(s):**

Execution Date(s): \_\_\_\_\_

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s): \_\_\_\_\_  
B. Trademark Registration No.(s): 2722804

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Serial Number 76325352

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Nealan Afsari, Corporate In-House Counsel  
Internal Address: Suite 200  
Street Address: 690 N. McCarthy Blvd.  
City: Milpitas  
State: CA      Zip: 95035  
Phone Number: 408.514.4840  
Fax Number: 408.824.1297  
Email Address: NAFSARI@QUANTROS.COM or  
NALEWIS@QUANTROS.COM

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 40.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

03/09/2012 LMARTIN 00000022 2722804  
Deposit Account Number \_\_\_\_\_ 48.00.00  
Authorized User Name \_\_\_\_\_

**9. Signature:** Nealan Afsari  
Signature  
Name of Person Signing

2-21-12  
Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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3-7-12

7/26

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment"), effective as of January 1, 2012 (the "Effective Date"), is by and among Michigan Health & Hospital Association, a nonprofit corporation organized under the laws of the State of Michigan, having a principal place of business at 6215 West St. Joseph Highway, Lansing, MI 48917, acting on its own behalf ("Assignor"), and Quantros, Inc., a corporation organized under the laws of the State of California, having a principal place of business at 690 N. McCarthy Blvd., Suite 200, Milpitas, CA 95035 ("Assignee"; together with Assignor, the "Parties," and each individually, a "Party"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Assignment Agreement (as defined below).

WHEREAS, Assignor and Assignee are Parties to that certain MHASC-Quantros Assignment and Referral Fee Agreement, dated as of November 17, 2011 (the "Assignment Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept, all of Assignor's right, title and interest in and to the trademarks and trademark applications listed on Schedule A hereto (the "Trademarks") among other Purchased Assets;

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire, receive and accept from Assignor, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademarks, including all registrations and applications thereof and the goodwill symbolized thereby, all rights of priority and renewals, and together with all causes of actions, claims and demands, and all other rights to sue and recover for or rights arising from, any past, present, and future infringements, misappropriations, dilutions, unlawful imitations and all other violations of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Trademarks not been made.

2. Recordation. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, and any other applicable Governmental Authority, to record Assignee as the owner of the Trademarks, as assignee of the entire right, title and interest in and to the same. Assignee shall have the right to record this Trademark Assignment with all applicable Governmental Authorities so as to perfect its ownership of the Trademarks.

3. Counterparts; Effectiveness. This Trademark Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the

other Parties hereto. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

4. Headings. The descriptive headings contained in this Trademark Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Trademark Assignment.

5. Governing Law; Jurisdiction. This Trademark Assignment and all Disputes hereunder shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts executed in and to be performed in that State without regard to the conflict of laws rules of any jurisdiction. Each Party agrees that any Dispute shall be resolved only in the Courts of the State of California, Santa Clara County, or the United States District Court for the Northern District of California (collectively the "California Courts"). In that context, and without limiting the generality of the foregoing, each Party by this Agreement irrevocably and unconditionally: (a) submits for itself and its property in any Action relating to this Trademark Assignment, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the California Courts, and agrees that all claims in respect of any such Action shall be heard and determined in the California Courts; (b) consents that any such Action may and shall be brought in the California Courts and waives any objection that it may now or hereafter have and agrees not to assert, as a defense in any action, suit or proceeding, that it is not subject thereto or that such Action may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Trademark Assignment may not be enforced in or by such courts; (c) agrees that service of process in any such Action may be effected by mailing a copy of such process by registered or certified mail, postage prepaid, to such Party at its (or, as applicable, its Affiliate's) address as provided in Section 46 of the Assignment Agreement; (d) agrees that it will not bring any Action in any court other than the California Courts; and (e) agrees that nothing in this Trademark Assignment shall affect the right to effect service of process in any other manner permitted by the Laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Trademark Assignment has been executed on behalf of the Parties effective as of the date first written above.

ASSIGNOR:

Michigan Health & Hospital Association  
6215 West St. Joseph Highway  
Lansing, MI 48917

By: Spencer Johnson  
Spencer Johnson

Title: President

Date: 12/22/2011

ASSIGNEE:

Quantros, Inc.  
690 N. McCarthy Blvd., Suite 200  
Milpitas, CA 95035

By: Roop K. Lakkaraju  
Roop K. Lakkaraju

Title: Chief Financial Officer

Date: 1/3/12

**SCHEDULE A**  
**TRADEMARKS**

Mark	Registration Number	Registration Date	Class - Goods/Services
CORE OPTIONS	2722804	June 3, 2003	Class 9: Computer software used on the global computer network to allow hospitals to collect and report clinical data.




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**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 12, 2012

PTAS



103641847A

NEALAN AFSARI, CORPORATE IN HOUSE COUNSEL  
SUITE 200  
690 N. MCCARTHY BLVD.  
MILPITAS, CA 95035

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 103641847

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,  
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.  
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,  
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT  
571-272-3350.

1. THE SUBMITTED ASSIGNMENT COVER SHEET IS NOT ACCEPTABLE. THE ENTITY AND CITIZENSHIP OF THE RECEIVING PARTY MUST BE INDICATED ON THE COVER SHEET. AS OF JANUARY 16, 2009, TRADEMARK RULE 37 C.F.R. §3.31(A) WAS AMENDED TO ADD THE REQUIREMENT THAT THE ASSIGNMENT COVER SHEET MUST INCLUDE THE LEGAL ENTITY TYPE AND NATIONAL CITIZENSHIP (OR STATE OR COUNTRY OF ORGANIZATION) OF EACH PARTY RECEIVING THE ASSIGNMENT INTEREST. AND, IF THE PARTY RECEIVING THE ASSIGNMENT INTEREST IS A DOMESTIC PARTNERSHIP OR DOMESTIC JOINT VENTURE, THE COVER SHEET MUST STATE THE NAMES, LEGAL ENTITY TYPES, AND NATIONAL CITIZENSHIP (OR THE STATE OR COUNTRY OF ORGANIZATION) OF ALL GENERAL PARTNERS OR ACTIVE MEMBERS THAT COMPOSE THE PARTNERSHIP OR JOINT VENTURE. 37 C.F.R. §3.31(A)(8).

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SHARON LATIMER, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION