

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
MISYS Open Source Solutions, LLC		10/10/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Vitera Healthcare Solutions, LLC		
Street Address:	4301 West Boy Scout Blvd.		
Internal Address:	Suite 800		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3330823	MISYS CONNECT	
CORRESPONDENCE DATA			
Fax Number:	8132294133		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	8132237000		
Email:	trademarks@carltonfields.com		
Correspondent Name:	William Giltinan		
Address Line 1:	PO Box 3239		
Address Line 2:	IP Dept		
Address Line 4:	Tampa, FLORIDA 33601-3239		
ATTORNEY DOCKET NUMBER:	04182-00887		
NAME OF SUBMITTER:	William Giltinan		

CH \$40.00 3330823

Signature:	/William Giltinan/
Date:	11/21/2012
Total Attachments: 4 source=Assignment2#page1.tif source=Assignment2#page2.tif source=Assignment2#page3.tif source=Assignment2#page4.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This **ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS** (this "**Agreement**") is made as of this 10th day of October, 2012 by and between VITERA HEALTHCARE SOLUTIONS, LLC, (the "**Assignee**"), and MISYS OPEN SOURCE SOLUTIONS, LLC (the "**Assignor**").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of October 10, 2012 (the "**Asset Purchase Agreement**"); and

WHEREAS, under the Asset Purchase Agreement, Assignee is agreeing to purchase certain assets used or held for use in the operation of the Business (as that term is defined in the Asset Purchase Agreement) of the Assignor; and

WHEREAS, Assignor is the owner of certain right, title and interest in the trademarks, service marks and domain names forth on **Schedule A** that are used in connection with the Business and required to be transferred under the Asset Purchase Agreement (the "**Transferred Intellectual Property**"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Transferred Intellectual Property, and Assignor is promising, in the Asset Purchase Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Asset Purchase Agreement:

1. Assignor does hereby sell, convey, assign and transfer to Assignee the entire right, title and interest in, to and under the Transferred Intellectual Property, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such assets.

2. Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, such other instruments of conveyance, assignment, transfer and delivery, and will take such other actions, as Assignee may reasonably request in order to more effectively transfer, convey, assign and deliver to Assignee the Transferred Intellectual Property, or to enable Assignee to exercise and enjoy all rights and benefits of the Assignor with respect thereto, including execution of any country-specific assignments necessary to record transfer of title.

3. The terms and covenants of this Agreement shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its respective heirs, legal representatives and assigns. No provision of this Agreement is intended, and no such provision will be interpreted, to provide or to create any third-party beneficiary rights or any other rights of any kind in any Person. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same agreement.

4. If required, Assignor hereby requests that the appropriate trademark or other government offices record this Assignment of Intellectual Property Assets and issue a new certificate of registration in the Assignee's name.

5. This Agreement does not (i) convey any rights of Assignor other than those in respect of the Transferred Intellectual Property required to be transferred under the Asset Purchase Agreement, (ii) create any obligations for Assignor in addition to those provided under the Asset Purchase Agreement, or (iii) relieve Assignor of any obligations under the Asset Purchase Agreement.

6. Any costs and expenses associated with the giving effect to any of the actions, demands or transfers set out in this Agreement shall be borne exclusively by the Purchaser.

[Assignment of Intellectual Property Assets]

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

MISYS OPEN SOURCE SOLUTIONS, LLC

By: Robert Barthelmus
Name: Robert Barthelmus
Title: EVP - Gen Op - Sales

PURCHASER:

VITERA HEALTHCARE SOLUTIONS, LLC

By: _____
Name:
Title

[Assignment of Intellectual Property Assets]

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER: MISYS OPEN SOURCE SOLUTIONS, LLC

By: _____
Name:
Title:

PURCHASER: VITERA HEALTHCARE SOLUTIONS, LLC

By: Matt Hawkins
Name: Matt Hawkins
Title: CEO

[Assignment of Intellectual Property Assets]