

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|--------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Allscripts Healthcare Solutions, Inc. | | 10/31/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Allscripts Software, LLC | | |
| Street Address: | 222 Merchandise Mart Plaza | | |
| Internal Address: | Suite 2024 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60654 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2579765 | PHYSICIAN HOMEBASE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 802-862-64 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 802-864-5751 | | |
| Email: | ekleinberg@dinse.com | | |
| Correspondent Name: | Elizabeth A. Kleinberg | | |
| Address Line 1: | 209 Battery Street | | |
| Address Line 2: | Dinse, Knapp & McAndrew, P.C. | | |
| Address Line 4: | Burlington, VERMONT 05401 | | |
| ATTORNEY DOCKET NUMBER: | 11005.269 PHYS HB ASSIGN | | |
| NAME OF SUBMITTER: | James Markwith | | |
| Signature: | /James Markwith/ | | |

OP \$40.00 2579765

Date:

12/11/2012

Total Attachments: 28

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is entered this 31st day of October, 2011, by and between Allscripts Healthcare Solutions, Inc., a Delaware corporation, having a principal place of business at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654 (“Assignor”) and Allscripts Healthcare, LLC, a North Carolina limited liability, having a principal place of business at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654 (“Assignee”).

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement, dated as of the date hereof (the “Contribution Agreement”), pursuant to which Assignor has agreed to transfer, convey and deliver to Assignee, and Assignee has agreed to acquire from Assignor, the Contributed Assets (as defined therein);

WHEREAS, Assignor owns 100% of the membership interests in Allscripts LLC (the “Membership Interests”);

WHEREAS, immediately after entering into the Contribution Agreement, it is contemplated that Assignor will contribute the Membership Interests to its wholly-owned subsidiaries, Allscripts Holdings, LLC and Allscripts Holdings 2, LLC;

WHEREAS, Assignor owns all worldwide right, title and interest in and to and is the sole exclusive owner of the issued patents and applications listed on Schedule A, attached hereto and incorporated herein (the “Patents”);

WHEREAS, Assignor owns all worldwide right, title and interest in and to and is the sole and exclusive owner of the trademarks and trademark applications listed on Schedule B, attached hereto and incorporated herein, together with the goodwill of the business symbolized by the trademarks (collectively, the “Marks”);

WHEREAS, Assignor owns all worldwide right, title and interest in and to and is the sole exclusive owner of the copyrights listed on Schedule C, attached hereto and incorporated herein (the “Copyrights”); and

WHEREAS, pursuant to the Contribution Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Patents, Marks and Copyrights and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, convey and transfer to Assignee all of its worldwide right, title and interest in and to (i) the Patents, including any continuations, continuations-in-part, substitutions, divisions, reissues, renewals, extensions and reexaminations thereof, together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same

for Assignee's own use and benefit, (ii) the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement thereof, the registrations and applications for registration therefor, and all the benefit of the Marks, and (iii) the Copyrights, including any renewals, together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's own use and benefit. Assignor does further consent to the recordation of this assignment by Assignee with the United States Patent and Trademark Office, the United States Copyright Office and any foreign equivalent.

[Signature page follows]

IN WITNESS WHEREOF Assignor and Assignee have executed this assignment
as of the date first written above.

ALLSCRIPTS HEALTHCARE, LLC

By: _____
Name: William J. Davis
Title: Manager

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: _____
Name: Lee Shapiro
Title: President

State of: _____)
County of: _____)

On this ___ day of _____, 20___, before me appeared _____, the person who signed this instrument on behalf of _____, who acknowledged that he/she signed it on behalf of the identified _____ as _____ of the identified _____ and pursuant to authority duly received.

Notary Public

State of: _____)
County of: _____)

On this ___ day of _____, 20___, before me appeared _____, the person who signed this instrument on behalf of _____, who acknowledged that he/she signed it on behalf of the identified _____ as _____ of the identified _____ and pursuant to authority duly received.

Notary Public

SCHEDULE A

ISSUED PATENTS AND APPLICATIONS

| Title | Patent Number or Application Number | Issue Date of Patent or Filing Date | Status |
|---------------------------------------|--|--|---------------|
| Method and apparatus for supply chain | 12678577 (Pub. # 20110173028) | 1/4/2011 (Pub. # 7/14/2011) | Published |

SCHEDULE B

U.S. TRADEMARKS

| Trademark | Registration/ Application Number | Registration/ Filing Date | Status |
|--------------------|---|--------------------------------------|---------------|
| PHYSICIAN HOMEBASE | 2579765 | 6/11/2002 | Registered |
| SNAPSHOT | 2696761 | 3/11/2003 | Registered |

SCHEDULE C

NONE

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is entered this 31st day of October, 2011, by and between Allscripts Healthcare, LLC, a North Carolina limited liability company, having a principal place of business at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654 ("Assignor") and Allscripts Healthcare US, LP, a Delaware limited partnership, having a principal place of business at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Distribution Agreement, dated as of the date hereof (the "Distribution Agreement"), pursuant to which Assignor has agreed to transfer, convey and deliver to Assignee, and Assignee has agreed to acquire from Assignor, the Distributed Assets (as defined therein);

WHEREAS, immediately prior to entering into the Distribution Agreement, the limited liability company membership interests of the Assignor were transferred to the Assignee, such that the Assignee owns 100% of the limited liability company membership interests of the Assignor;

WHEREAS, Assignor owns all worldwide right, title and interest in and to and is the sole exclusive owner of the issued patents and applications listed on Schedule A, attached hereto and incorporated herein (the "Patents");

WHEREAS, Assignor owns all worldwide right, title and interest in and to and is the sole and exclusive owner of the trademarks and trademark applications listed on Schedule B, attached hereto and incorporated herein, together with the goodwill of the business symbolized by the trademarks (collectively, the "Marks");

WHEREAS, Assignor owns all worldwide right, title and interest in and to and is the sole exclusive owner of the copyrights listed on Schedule C, attached hereto and incorporated herein (the "Copyrights"); and

WHEREAS, pursuant to the Distribution Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Patents, Marks and Copyrights and Assignee is desirous of acquiring the same.


NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, convey and transfer to Assignee all of its worldwide right, title and interest in and to (i) the Patents, including any continuations, continuations-in-part, substitutions, divisions, reissues, renewals, extensions and reexaminations thereof, together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's own use and benefit, (ii) the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement thereof, the registrations and applications for registration therefor, and all the benefit of the Marks, and (iii) the Copyrights, including any renewals, together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's own use and benefit.

Assignor does further consent to the recordation of this assignment by Assignee with the United States Patent and Trademark Office, the United States Copyright Office and any foreign equivalent.

[Signature page follows]

IN WITNESS WHEREOF Assignor and Assignee have executed this assignment
as of the date first written above.

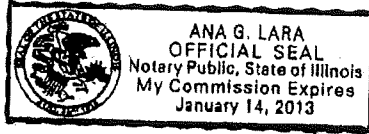
ALLSCRIPTS HEALTHCARE, LLC

By: 
Name: William J. Davis
Title: Manager

ALLSCRIPTS HEALTHCARE US, LP

By: Allscripts Holdings 2, LLC, its general partner

By: _____
Name: Lee Shapiro
Title: President



State of: Illinois)
County of: Cook)

On this 31st day of October, 2011, before me appeared William J. Davis, the person who signed this instrument on behalf of Alscripts, who acknowledged that he/she signed it on behalf of the identified Company as CFO of the identified Company and pursuant to authority duly received.

Ana G. Lara
Notary Public

State of: _____)
County of: _____)

On this ___ day of _____, 20___, before me appeared _____, the person who signed this instrument on behalf of _____, who acknowledged that he/she signed it on behalf of the identified _____ as _____ of the identified _____ and pursuant to authority duly received.

Notary Public


IN WITNESS WHEREOF Assignor and Assignee have executed this assignment
as of the date first written above.

ALLSCRIPTS HEALTHCARE, LLC

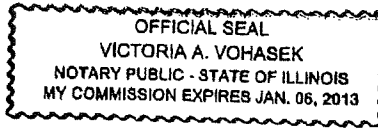
By: _____
Name: William J. Davis
Title: Manager

ALLSCRIPTS HEALTHCARE US, LP

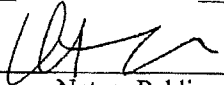
By: Allscripts Holdings 2, LLC, its general partner

By:  _____
Name: Lee Shapiro
Title: President

State of: Illinois)
)
County of: Cook)



On this 31 day of October, 2011, before me appeared Lee Shapiro, the person who signed this instrument on behalf of Allscripts, who acknowledged that he/she signed it on behalf of the identified Company as President of the identified Company and pursuant to authority duly received.



Notary Public

State of: _____)
)
County of: _____)

On this ___ day of _____, 20___, before me appeared _____, the person who signed this instrument on behalf of _____, who acknowledged that he/she signed it on behalf of the identified _____ as _____ of the identified _____ and pursuant to authority duly received.

Notary Public

SCHEDULE A

ISSUED PATENTS AND APPLICATIONS

| | Reference | Title | Application Number & Patent Number (if granted) | Filing Date & Issue Date (if granted) | Status |
|----|-----------|--|---|---------------------------------------|----------|
| 1 | EC | RULES ANALYZER SYSTEM AND METHOD FOR EVALUATING AND RANKING EXACT AND PROBABILISTIC SEARCH RULES IN AN ENTERPRISE DATABASE | 09/692,433 6,829,604 | 10/19/2000 12/7/2004 | Active |
| 2 | EC | METHOD FOR GENERATING A DISPLAY UTILIZING OBJECTS IN AN OBJECT LIST | 09/974,515 RE41500 | 10/9/2001 8/10/2010 | Active |
| 3 | EC | SYSTEM AND METHOD FOR MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 10/238,427 7,756,723 | 9/9/2002 7/13/2010 | Active |
| 4 | EC | RULES ANALYZER SYSTEM AND METHOD FOR EVALUATING AND RANKING EXACT AND PROBABILISTIC SEARCH RULES IN AN ENTERPRISE DATABASE | 10/349,304 7,035,849 | 1/21/2003 4/25/2006 | Active |
| 5 | EC | SYSTEM AND METHOD FOR SELECTING A BEST-SUITED INDIVIDUAL FOR PERFORMING A TASK FROM A PLURALITY OF INDIVIDUALS | 11/230,195 | 9/19/2005 | Inactive |
| 6 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 11/841,344 7,720,695 | 8/20/2007 5/18/2010 | Active |
| 7 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 11/841,345 7,716,066 | 8/20/2007 5/11/2010 | Active |
| 8 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 11/841,349 7,734,479 | 8/20/2007 6/8/2010 | Active |
| 9 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 11/841,352 | 8/20/2007 | Inactive |
| 10 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 11/841,357 | 8/20/2007 | Inactive |
| 11 | EC | SELECTING A BEST-SUITED INDIVIDUAL FOR PERFORMING A TASK FROM A PLURALITY OF INDIVIDUALS | 11/841,373 | 8/20/2007 | Inactive |
| 12 | EC | SELECTING A BEST-SUITED INDIVIDUAL FOR PERFORMING A TASK FROM A PLURALITY OF INDIVIDUALS | 11/841,376 | 8/20/2007 | Inactive |
| 13 | EC | SELECTING A BEST-SUITED INDIVIDUAL | 11/841,377 | 8/20/2007 | Inactive |



| | | | | | |
|----|-----|--|-------------------------|------------------------|----------|
| | | FOR PERFORMING A TASK FROM A PLURALITY OF INDIVIDUALS | | | |
| 14 | EC | SELECTING A BEST-SUITED INDIVIDUAL FOR PERFORMING A TASK FROM A PLURALITY OF INDIVIDUALS | 11/841,378 | 8/20/2007 | Inactive |
| 15 | EC | SELECTING A BEST-SUITED INDIVIDUAL FOR PERFORMING A TASK FROM A PLURALITY OF INDIVIDUALS | 11/841,381 | 8/20/2007 | Inactive |
| 16 | EC | ANALYTICAL METHODS AND SOFTWARE PRODUCT FOR AUTOMATED HEALTH CARE INFORMATION SYSTEMS | 11/879,664 | 7/17/2007 | Inactive |
| 17 | EC | SEARCH METHOD FOR ENTRIES IN A DATABASE | 11/999,384 | 12/4/2007 | Inactive |
| 18 | EC | ENTERPRISE-WIDE HOSPITAL BED MANAGEMENT DASHBOARD SYSTEM | 12/119,664 7,774,215 | 5/13/2008 8/10/2010 | Active |
| 19 | EC | CARE MANAGEMENT AND TRANSPORTATION WORKFLOW | 12/392,968 | 2/25/2009 | Active |
| 20 | EC | INTELLIGENT TOKENS FOR AUTOMATED HEALTH CARE INFORMATION SYSTEMS | 12/658,698 | 2/11/2010 | Active |
| 21 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 12/784,545 7,890,347 | 5/21/2010 2/15/2011 | Active |
| 22 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 12/784,552 7,953,610 | 5/21/2010 5/31/2011 | Active |
| 23 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 13/117,674 | 5/27/2011 | Active |
| 24 | EC | CARE MANAGEMENT AND TRANSPORTATION WORKFLOW | 13/372,181 | 2/13/2012 | Active |
| 25 | EPS | COSIGN FEATURE OF MEDICAL NOTE-TAKING SOFTWARE | 11/602,142 | 11/20/2006 | Inactive |
| 26 | EPS | SIGNATURE FEATURE OF MEDICAL NOTE-TAKING SOFTWARE | 11/655,357 | 1/19/2007 | Inactive |
| 27 | EPS | SOFTWARE FOR LINKING OBJECTS USING AN OBJECT-BASED INTERFACE | 11/497,756 | 8/2/2006 | Inactive |
| 28 | EPS | SOFTWARE FOR GENERATING DOCUMENTS USING AN OBJECT-BASED INTERFACE AND ITEM/PROPERTY DATA STORAGE WITH A BULK MULTIMEDIA IMPORT UTILITY | 11/789,475 | 4/25/2007 | Inactive |
| 29 | EC | ELECTRONIC PATIENT RECORD DOCUMENTATION WITH PUSH AND PULL OF DATA TO AND FROM DATABASE | 11/142,060 | 5/31/2005 | Active |
| 30 | AHS | METHOD AND APPARATUS FOR SUPPLY CHAIN MANAGEMENT | 12/678,577 | 1/4/2011 | Active |
| 31 | AHS | PORTAL FOR AUTOMATIC SOFTWARE INSTALLATION | 13/193,801 | 07/29/2011 | Active |

| | | | | | |
|----|-----|--|-------------------------|-------------------------|----------|
| 32 | AHS | VISUAL CHARTING METHOD FOR CREATING ELECTRONIC MEDICAL DOCUMENTS | 12/930,132 | 12/28/2010 | Active |
| 33 | AHS | TOOL BARS ALONG LATERAL EDGES OF A MOBILE COMPUTING DEVICE DISPLAY | 13/198,056 | 08/04/2011 | Active |
| 34 | AHS | TOOL BARS ALONG SIDE EDGES OF A MOBILE COMPUTING DEVICE DISPLAY | 61/400,883 | 08/04/2010 | Inactive |
| 35 | AHS | CLINICAL DECISION SUPPORT (CDS) SYSTEMS, APPARATUS, AND METHODS | 61/502,865 | 6/30/2011 | Active |
| 36 | AHS | CLINICAL DECISION SUPPORT (CDS) SYSTEMS, APPARATUS, AND METHODS | 61/502,866 | 6/30/2011 | Active |
| 37 | AHS | CLINICAL DECISION SUPPORT (CDS) SYSTEMS, APPARATUS, AND METHODS | 61/502,862 | 6/30/2011 | Inactive |
| 38 | AH | UNIVERSAL APPLICATION INTEGRATOR | 12/014,758 | 1/15/2008 | Active |
| 39 | TBD | A SYSTEM AND METHOD FOR ENSURING THE PROPER DISPENSATION OF PHARMACEUTICALS | 09/759,875 6,976,628 | 1/12/2001 12/20/2005 | Active |
| 40 | EC | CARE MANAGEMENT AND TRANSPORTATION WORKFLOW | 61/031,354 | 2/25/2008 | Inactive |
| 41 | EC | ENTERPRISE-WIDE HOSPITAL BED MANAGEMENT DASHBOARD SYSTEM | 60/317,784 | 09/07/2001 | Inactive |
| 42 | EC | SYSTEM AND METHOD FOR MANAGING A HEALTH CARE FACILITY | 60/497,964 | 08/25/2003 | Inactive |
| 43 | EC | DATA STORAGE AUDIT TRAIL | 07/980,135 5,301,319 | 11/23/1992 4/5/1994 | Inactive |
| 44 | TBD | METHOD FOR GENERATING STRUCTURED MEDICAL TEXT THROUGH USER SELECTION OF DISPLAYED TEXT AND RULES | 08/263,646 5,715,449 | 6/20/1994 2/3/1998 | Active |

This listing of Schedule A of the patents and applications further includes any and all patents or patent applications to which any of the foregoing claims priority or for which any of the foregoing forms a basis for priority; any and all patents or patent applications that were co-owned applications that incorporate by reference, or are incorporated by reference into, any of the foregoing; and any and all patents or patent applications which are subject to a terminal disclaimer with any of the foregoing; and, including any continuations, continuations-in-part, substitutions, divisions, reissues, renewals, extensions and reexaminations thereof, together with all claims for damages by reason of past infringement thereof, including the right to sue for past, present, and future patent infringement. The assignment of the patents and patent applications made herein is an assignment of any and all rights, title, and interests that assignor may possess.

SCHEDULE B

U.S. TRADEMARKS

| Trademark | Registration/ Application Number | Registration/ Filing Date | Status |
|---|--|------------------------------|------------|
|  | 3940924 | 4/5/11 | Registered |
|  | 85121370 | 9/2/2010 | Pending |
| PHYSICIAN HOMEBASE | 2579765 | 6/11/2002 | Registered |
| PAYERPATH | 2610257 | 8/20/2002 | Registered |
| SNAPSHOT | 2696761 | 3/11/2003 | Registered |
| IVERIFY | 3755197 | 3/2/2010 | Registered |
| ALLSCRIPTS RECRUITASSIST | 3651972 | 7/7/2009 | Registered |
| TOUCHWORKS | 3425470 | 3/13/2008 | Registered |
| ICLAIM | 3003016 | 9/27/2005 | Registered |
| HEALTHMATICS ADVANTAGE | 2961785 | 6/14/2005 | Registered |
| HEALTHMATICS IREMIND | 3129460 | 8/15/2006 | Registered |
| HEALTHMATICS | 2525436 | 1/1/2002 | Registered |
| HEALTHMATICS | 2451322 | 5/15/2001 | Registered |
| A ALLSCRIPTS & DESIGN | 3287641 | 9/4/2007 | Registered |
| FASTBILL | 1862734 | 11/15/1994 | Registered |
| FASTCLAIM | 1763274 | 4/6/1993 | Registered |
| FASTELIGIBILITY | 2552165 | 3/26/2002 | Registered |
| FASTREMIT | 2198727 | 10/20/1998 | Registered |

SCHEDULE C

NONE

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is entered this 31st day of October, 2011, by and between Allscripts Healthcare US, LP, a Delaware limited partnership, having a principal place of business at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654 ("Assignor") and Allscripts Software, LLC, a Delaware limited liability company, having a principal place of business at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement, dated as of the date hereof (the "Contribution Agreement"), pursuant to which Assignor has agreed to transfer, convey and deliver to Assignee, and Assignee has agreed to acquire from Assignor, the Contributed Assets (as defined therein);

WHEREAS, prior to entering into the Contribution Agreement, Eclipsys Corporation merged with and into Assignor (the "Merger");

WHEREAS, subsequent to the Merger and prior to entering into the Contribution Agreement, Allscripts Healthcare, LLC, a North Carolina limited liability company and wholly-owned subsidiary of Assignor ("Allscripts LLC"), pursuant to a Distribution Agreement, dated as of October 31, 2011, between Assignor and Allscripts LLC, assigned to Assignor substantially all of its Intellectual Property (as defined therein);

WHEREAS, subsequent to the Merger and prior to entering into the Contribution Agreement, Eclipsys Practice Solutions, LLC, a Delaware limited liability company and wholly-owned subsidiary of Assignor ("EPS"), pursuant to a Distribution Agreement, dated as of October 31, 2011, between Assignor and EPS, assigned to Assignor substantially all of its Intellectual Property (as defined therein);

WHEREAS, Assignor owns all worldwide right, title and interest in and to and is the sole exclusive owner of the issued patents and applications listed on Schedule A, attached hereto and incorporated herein (the "Patents");

WHEREAS, Assignor owns all worldwide right, title and interest in and to and is the sole and exclusive owner of the trademarks and trademark applications listed on Schedule B, attached hereto and incorporated herein, together with the goodwill of the business symbolized by the trademarks (collectively, the "Marks");

WHEREAS, Assignor owns all worldwide right, title and interest in and to and is the sole exclusive owner of the copyrights listed on Schedule C, attached hereto and incorporated herein (the "Copyrights"); and

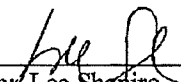
WHEREAS, pursuant to the Contribution Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Patents, Marks and Copyrights and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, convey and transfer to Assignee all of its worldwide right, title and interest in and to (i) the Patents, including any continuations, continuations-in-part, substitutions, divisions, reissues, renewals, extensions and reexaminations thereof, together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's own use and benefit, (ii) the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement thereof, the registrations and applications for registration therefor, and all the benefit of the Marks, and (iii) the Copyrights, including any renewals, together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's own use and benefit. Assignor does further consent to the recordation of this assignment by Assignee with the United States Patent and Trademark Office, the United States Copyright Office and any foreign equivalent.

[Signature page follows]

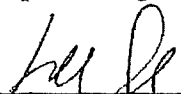
IN WITNESS WHEREOF Assignor and Assignee have executed this assignment
as of the date first written above.

ALLSCRIPTS SOFTWARE, LLC

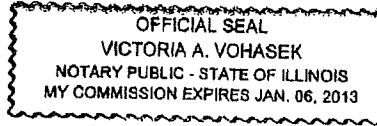
By: 
Name: Lee Shapiro
Title: President

ALLSCRIPTS HEALTHCARE US, LP

By: Allscripts Holdings 2, LLC, its general partner

By: 
Name: Lee Shapiro
Title: President

State of: ILLINOIS)
)
County of: COOK)



On this 31st day of October, 2011, before me appeared Lee Shapiro, the person who signed this instrument on behalf of Allscripts, who acknowledged that he/she signed it on behalf of the identified company as PRESIDENT of the identified company and pursuant to authority duly received.

Victoria Vohasek
Notary Public

State of: _____)
)
County of: _____)

On this ___ day of _____, 20___, before me appeared _____, the person who signed this instrument on behalf of _____, who acknowledged that he/she signed it on behalf of the identified _____ as _____ of the identified _____ and pursuant to authority duly received.

Notary Public

**SCHEDULE A
ISSUED PATENTS AND APPLICATIONS**

| | Reference | Title | Application Number & Patent Number (if granted) | Filing Date & Issue Date (if granted) | Status |
|----|-----------|--|---|---------------------------------------|----------|
| 1 | EC | RULES ANALYZER SYSTEM AND METHOD FOR EVALUATING AND RANKING EXACT AND PROBABILISTIC SEARCH RULES IN AN ENTERPRISE DATABASE | 09/692,433 6,829,604 | 10/19/2000 12/7/2004 | Active |
| 2 | EC | METHOD FOR GENERATING A DISPLAY UTILIZING OBJECTS IN AN OBJECT LIST | 09/974,515 RE41500 | 10/9/2001 8/10/2010 | Active |
| 3 | EC | SYSTEM AND METHOD FOR MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 10/238,427 7,756,723 | 9/9/2002 7/13/2010 | Active |
| 4 | EC | RULES ANALYZER SYSTEM AND METHOD FOR EVALUATING AND RANKING EXACT AND PROBABILISTIC SEARCH RULES IN AN ENTERPRISE DATABASE | 10/349,304 7,035,849 | 1/21/2003 4/25/2006 | Active |
| 5 | EC | SYSTEM AND METHOD FOR SELECTING A BEST-SUITED INDIVIDUAL FOR PERFORMING A TASK FROM A PLURALITY OF INDIVIDUALS | 11/230,195 | 9/19/2005 | Inactive |
| 6 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 11/841,344 7,720,695 | 8/20/2007 5/18/2010 | Active |
| 7 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 11/841,345 7,716,066 | 8/20/2007 5/11/2010 | Active |
| 8 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 11/841,349 7,734,479 | 8/20/2007 6/8/2010 | Active |
| 9 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 11/841,352 | 8/20/2007 | Inactive |
| 10 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 11/841,357 | 8/20/2007 | Inactive |
| 11 | EC | SELECTING A BEST-SUITED INDIVIDUAL FOR PERFORMING A TASK FROM A PLURALITY OF INDIVIDUALS | 11/841,373 | 8/20/2007 | Inactive |
| 12 | EC | SELECTING A BEST-SUITED INDIVIDUAL FOR PERFORMING A TASK FROM A PLURALITY OF INDIVIDUALS | 11/841,376 | 8/20/2007 | Inactive |
| 13 | EC | SELECTING A BEST-SUITED INDIVIDUAL FOR PERFORMING A TASK FROM A PLURALITY OF INDIVIDUALS | 11/841,377 | 8/20/2007 | Inactive |




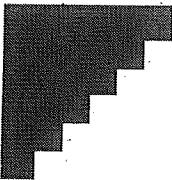
| | | | | | |
|----|-----|--|-------------------------|------------------------|----------|
| 14 | EC | SELECTING A BEST-SUITED INDIVIDUAL FOR PERFORMING A TASK FROM A PLURALITY OF INDIVIDUALS | 11/841,378 | 8/20/2007 | Inactive |
| 15 | EC | SELECTING A BEST-SUITED INDIVIDUAL FOR PERFORMING A TASK FROM A PLURALITY OF INDIVIDUALS | 11/841,381 | 8/20/2007 | Inactive |
| 16 | EC | ANALYTICAL METHODS AND SOFTWARE PRODUCT FOR AUTOMATED HEALTH CARE INFORMATION SYSTEMS | 11/879,664 | 7/17/2007 | Inactive |
| 17 | EC | SEARCH METHOD FOR ENTRIES IN A DATABASE | 11/999,384 | 12/4/2007 | Inactive |
| 18 | EC | ENTERPRISE-WIDE HOSPITAL BED MANAGEMENT DASHBOARD SYSTEM | 12/119,664 7,774,215 | 5/13/2008 8/10/2010 | Active |
| 19 | EC | CARE MANAGEMENT AND TRANSPORTATION WORKFLOW | 12/392,968 | 2/25/2009 | Active |
| 20 | EC | INTELLIGENT TOKENS FOR AUTOMATED HEALTH CARE INFORMATION SYSTEMS | 12/658,698 | 2/11/2010 | Active |
| 21 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 12/784,545 7,890,347 | 5/21/2010 2/15/2011 | Active |
| 22 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 12/784,552 7,953,610 | 5/21/2010 5/31/2011 | Active |
| 23 | EC | MANAGING PATIENT BED ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE FACILITY | 13/117,674 | 5/27/2011 | Active |
| 24 | EC | CARE MANAGEMENT AND TRANSPORTATION WORKFLOW | 13/372,181 | 2/13/2012 | Active |
| 25 | EPS | COSIGN FEATURE OF MEDICAL NOTE-TAKING SOFTWARE | 11/602,142 | 11/20/2006 | Inactive |
| 26 | EPS | SIGNATURE FEATURE OF MEDICAL NOTE-TAKING SOFTWARE | 11/655,357 | 1/19/2007 | Inactive |
| 27 | EPS | SOFTWARE FOR LINKING OBJECTS USING AN OBJECT-BASED INTERFACE | 11/497,756 | 8/2/2006 | Inactive |
| 28 | EPS | SOFTWARE FOR GENERATING DOCUMENTS USING AN OBJECT-BASED INTERFACE AND ITEM/PROPERTY DATA STORAGE WITH A BULK MULTIMEDIA IMPORT UTILITY | 11/789,475 | 4/25/2007 | Inactive |
| 29 | EC | ELECTRONIC PATIENT RECORD DOCUMENTATION WITH PUSH AND PULL OF DATA TO AND FROM DATABASE | 11/142,060 | 5/31/2005 | Active |
| 30 | AHS | METHOD AND APPARATUS FOR SUPPLY CHAIN MANAGEMENT | 12/678,577 | 1/4/2011 | Active |
| 31 | AHS | PORTAL FOR AUTOMATIC SOFTWARE INSTALLATION | 13/193,801 | 07/29/2011 | Active |
| 32 | AHS | VISUAL CHARTING METHOD FOR CREATING ELECTRONIC MEDICAL DOCUMENTS | 12/930,132 | 12/28/2010 | Active |

| | | | | | |
|----|-----|--|-------------------------|-------------------------|----------|
| 33 | AHS | TOOL BARS ALONG LATERAL EDGES OF A MOBILE COMPUTING DEVICE DISPLAY | 13/198,056 | 08/04/2011 | Active |
| 34 | AHS | TOOL BARS ALONG SIDE EDGES OF A MOBILE COMPUTING DEVICE DISPLAY | 61/400,883 | 08/04/2010 | Inactive |
| 35 | AHS | CLINICAL DECISION SUPPORT (CDS) SYSTEMS, APPARATUS, AND METHODS | 61/502,865 | 6/30/2011 | Active |
| 36 | AHS | CLINICAL DECISION SUPPORT (CDS) SYSTEMS, APPARATUS, AND METHODS | 61/502,866 | 6/30/2011 | Active |
| 37 | AHS | CLINICAL DECISION SUPPORT (CDS) SYSTEMS, APPARATUS, AND METHODS | 61/502,862 | 6/30/2011 | Inactive |
| 38 | AH | UNIVERSAL APPLICATION INTEGRATOR | 12/014,758 | 1/15/2008 | Active |
| 39 | TBD | A SYSTEM AND METHOD FOR ENSURING THE PROPER DISPENSATION OF PHARMACEUTICALS | 09/759,875 6,976,628 | 1/12/2001 12/20/2005 | Active |
| 40 | EC | CARE MANAGEMENT AND TRANSPORTATION WORKFLOW | 61/031,354 | 2/25/2008 | Inactive |
| 41 | EC | ENTERPRISE-WIDE HOSPITAL BED MANAGEMENT DASHBOARD SYSTEM | 60/317,784 | 09/07/2001 | Inactive |
| 42 | EC | SYSTEM AND METHOD FOR MANAGING A HEALTH CARE FACILITY | 60/497,964 | 08/25/2003 | Inactive |
| 43 | EC | DATA STORAGE AUDIT TRAIL | 07/980,135 5,301,319 | 11/23/1992 4/5/1994 | Inactive |
| 44 | TBD | METHOD FOR GENERATING STRUCTURED MEDICAL TEXT THROUGH USER SELECTION OF DISPLAYED TEXT AND RULES | 08/263,646 5,715,449 | 6/20/1994 2/3/1998 | Active |

This listing of Schedule A of the patents and applications further includes any and all patents or patent applications to which any of the foregoing claims priority or for which any of the foregoing forms a basis for priority; any and all patents or patent applications that were co-owned applications that incorporate by reference, or are incorporated by reference into, any of the foregoing; and any and all patents or patent applications which are subject to a terminal disclaimer with any of the foregoing; and, including any continuations, continuations-in-part, substitutions, divisions, reissues, renewals, extensions and reexaminations thereof, together with all claims for damages by reason of past infringement thereof, including the right to sue for past, present, and future patent infringement. The assignment of the patents and patent applications made herein is an assignment of any and all rights, title, and interests that assignor may possess.

**SCHEDULE B
TRADEMARKS**

U.S. TRADEMARKS

| Trademark | Registration/ Application Number | Registration/ Filing Date | Status |
|--|---|--------------------------------------|---------------|
|  | 3940924 | 4/5/2011 | Registered |
|  | 85121370 | 9/2/2010 | Pending |
| IMPACT.MD | 2514436 | 12/4/2001 | Registered |
| NTIERPRISE | 2574109 | 5/28/2002 | Registered |
| PHYSICIAN HOMEBASE | 2579765 | 6/11/2002 | Registered |
| VISUAL WORKFLOW | 3875725 | 11/16/2010 | Registered |
| CARE VISIBILITY | 3693510 | 10/6/2009 | Registered |
| EVOLVE. | 3542778 | 12/9/2008 | Registered |
| MEDINOTES | 3675371 | 9/1/2009 | Registered |
| MEDINOTES E | 3675373 | 9/1/2009 | Registered |
|  ECLIPSYS | 2315506 | 2/8/2000 | Registered |
| THE OUTCOMES COMPANY | 2308474 | 1/18/2000 | Registered |
| POWERMESSAGE | 3133051 | 8/22/2006 | Registered |
| POWERMIC | 3133056 | 8/22/2006 | Registered |
| VSAPRO | 3034624 | 12/27/2005 | Registered |
| APARA | 2950053 | 5/10/2005 | Registered |
|  | 1789616 | 8/24/1993 | Registered |
| PAYERPATH | 2610257 | 8/20/2002 | Registered |

| Trademark | Registration/ Application Number | Registration/ Filing Date | Status |
|--------------------------|--|------------------------------|------------|
| SNAPSHOT | 2696761 | 3/11/2003 | Registered |
| IVERIFY | 3755197 | 3/2/2010 | Registered |
| ALLSCRIPTS RECRUITASSIST | 3651972 | 7/7/2009 | Registered |
| TOUCHWORKS | 3425470 | 3/13/2008 | Registered |
| ICLAIM | 3003016 | 9/27/2005 | Registered |
| HEALTHMATICS ADVANTAGE | 2961785 | 6/14/2005 | Registered |
| HEALTHMATICS IREMIND | 3129460 | 8/15/2006 | Registered |
| HEALTHMATICS | 2525436 | 1/1/2002 | Registered |
| HEALTHMATICS | 2451322 | 5/15/2001 | Registered |
| IBILL | 4014852 | 8/23/2011 | Registered |
| A ALLSCRIPTS & DESIGN | 3287641 | 9/4/2007 | Registered |
| FASTBILL | 1862734 | 11/15/1994 | Registered |
| FASTCLAIM | 1763274 | 4/6/1993 | Registered |
| FASTELEGIBILITY | 2552165 | 3/26/2002 | Registered |
| FASTREMIT | 2198727 | 10/20/1998 | Registered |

FOREIGN TRADEMARKS

| Trademark | Country | Registration/ Application Number | Registration/ Application Date |
|----------------------|-----------|--|-----------------------------------|
| VISUAL WORKFLOW | CTM | 9023805 | 9/29/2011 |
| THE OUTCOMES COMPANY | CTM | 1826320 | 12/14/2001 |
| ECLIPSYS | CTM | 1826668 | 12/14/2001 |
| VISUAL WORKFLOW | Canada | 1476760 | 6/17/2011 |
| VISUAL WORKFLOW | Singapore | T1004414E | 4/13/2010 |

**SCHEDULE C
COPYRIGHTS**

| COPYRIGHT | REG. NUMBER | DATE REG. |
|--|--|------------|
| DICTIONARY MANAGER COMPUTER PROGRAM; VERSION 2.0 | TX4979863 | 10/19/1999 |
| ENTERPRISE PERSON IDENTIFIER COMPUTER PROGRAM: VERSION 3.0 | TX4979821 | 10/15/1999 |
| CARDIOVASCULAR PRESSURE-DIMENSION ANALYSIS: SOURCE CODE DOCUMENTATION | TXu615535 | 1/21/1994 |
| PODNOTES: PODNOTES 1.0 | TXu698466 | 7/27/1995 |
| PODNOTES RELEASE 2.71; PODNOTES 1.0 | TXu811095 | 6/16/1997 |
| | PREVIOUSLY REGISTERED AS TXu698466 | |
| SUNRISE PATIENT FINANCIALS 5.5 | TX7393281 | 5/3/2011 |
| SUNRISE ENTERPRISE RELEASE 5.5 | TX4711269 | 5/2/2011 |
| THE ELECTRONIC PHYSICIAN | TX6321133 | 10/31/2005 |