

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
GHN-Online, Inc.		12/31/2012	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Greenway, LLC		
Street Address:	100 Greenway Blvd.		
City:	Carrollton		
State/Country:	GEORGIA		
Postal Code:	30117		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3134807	GHN	
Registration Number:	3137758	CLAIMS TO CASH, QUICKER.	
Registration Number:	3137757	SMART SCRUBBER	
Registration Number:	3147353	THE SIMPLEST AND FASTEST CLAIMS - TO - CASH SOLUTION, ANYWHERE.	
Registration Number:	2660174	GHN-ONLINE	
Registration Number:	3431721	VISUM	
Registration Number:	3630579	G360° ADVANTAGE	
Registration Number:	3534427	CLAIMS-TO-CASH TODAY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	dianenesson@greenwaymedical.com		
Correspondent Name:	Diane Nesson		

Address Line 1: 100 Greenway Blvd.
Address Line 4: Carrollton, GEORGIA 30117

NAME OF SUBMITTER:	Diane Nesson
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Signature:	/Diane Nesson/
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Date:	01/08/2013
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Total Attachments: 5 source=Trademark Assignment (executed)#page1.tif source=Trademark Assignment (executed)#page2.tif source=Trademark Assignment (executed)#page3.tif source=Trademark Assignment (executed)#page4.tif source=Trademark Assignment (executed)#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (“*Assignment*”) is made and entered into as of December 31, 2012 by and between GHN-Online, Inc., a Texas corporation (“*Assignor*”) and Greenway, LLC, a Delaware limited liability company (“*Assignee*”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into on December 31, 2012 (the “*Agreement*”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Agreement, the payment of \$1 from Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the trademarks set forth on Schedule A (the “*Marks*”), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **GENERAL.**

3.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make

this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

3.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

[Signature Page Follows]

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignor"

GHN-Online, Inc.
a Texas corporation

By: _____

Name: Azadeh Farahmand
Title: Chief Executive Officer

"Assignee"

Greenway, LLC
a Delaware limited liability company

By: Greenway Medical Technologies, Inc., its sole member

By: _____

Name: William G. Esslinger, Jr.
Title: Vice President, General Counsel and Secretary

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"Assignor"

GHN-Online, Inc.
a Texas corporation

By: _____

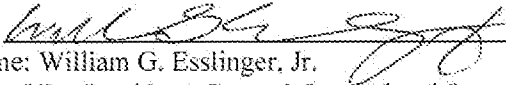
Name: Azadeh Farahmand

Title: Chief Executive Officer

"Assignee"

Greenway, LLC
a Delaware limited liability company

By: Greenway Medical Technologies, Inc., its sole member

By: 

Name: William G. Esslinger, Jr.

Title: Vice President, General Counsel and Secretary

SCHEDULE A

MARKS

<u>Serial No.</u>	<u>Reg. No.</u>	<u>Mark</u>
76647770	3134807	GHN
76647768	3137758	CLAIMS TO CASH, QUICKER.
76647765	3137757	SMART SCRUBBER
76647764	3147353	THE SIMPLEST AND FASTEST CLAIMS - TO - CASH SOLUTION, ANYWHERE.
76026205	2660174	GHN-ONLINE
76647763	3431721	VISUM
77595038	3630579	G360° ADVANTAGE
76647767	3534427	CLAIMS-TO-CASH TODAY