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
	Jardogs, LLC		103/04/7013	LIMITED LIABILITY COMPANY: VERMONT

RECEIVING PARTY DATA

Name:	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
Street Address:	222 Merchandise Mart Plaza				
Internal Address: Suite 2024					
City:	Chicago				
State/Country:	ILLINOIS				
Postal Code:	60654				
Entity Type: LIMITED LIABILITY COMPANY: DXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number: 85128146		FOLLOW MY HEALTH
Serial Number:	85576399	FOLLOWMYHEALTH
Serial Number:	85856929	JARDOGS
Serial Number:	85856935	FRONTDESK PATIENT KIOSK
Serial Number:	85856945	ACHIEVEHEALTH MONITORING AND COMPLIANCE
Serial Number:	85856950	UNIVERSAL HEALTH RECORD
Serial Number:	85856953	MANAGE HEALTH .

CORRESPONDENCE DATA

Fax Number:

8028598745

Phone:

802-864-5751

Email:

ekleinberg@dinse.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it

will be sent via US Mail.

Correspondent Name: Address Line 1:

Elizabeth A. Kleinberg

209 Battery Street

Address Line 4:

Burlington, VERMONT 05401

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Assignment

ATTORNEY DOCKET NUMBER:	11005.269		
NAME OF SUBMITTER:	James Markwith		
Signature:	/James Markwith/		
Date:	06/18/2013		
Total Attachments: 5 source=Allscripts_Jardogs - Assignment of Trademark Rights (Executed) (B1046549)#page1.tif source=Allscripts_Jardogs - Assignment of Trademark Rights (Executed) (B1046549)#page2.tif source=Allscripts_Jardogs - Assignment of Trademark Rights (Executed) (B1046549)#page3.tif source=Allscripts_Jardogs - Assignment of Trademark Rights (Executed) (B1046549)#page4.tif source=Allscripts_Jardogs - Assignment of Trademark Rights (Executed) (B1046549)#page5.tif			
RECEIPT INFORMATION			
ETAS ID: / TM2721	61		
Receipt Date: 06/18/2	013		
Fee Amount: \$190			

REEL: 005050 FRAME: 0573

ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Assignment") is made and effective as of this 4th day of March, 2013, by and between Jardogs, LLC, an Illinois limited liability company ("Assignor"), and Allscripts Healthcare, LLC, a North Carolina limited liability company ("Assignee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Assignor, Assignee and Springfield Clinic, LLC, an Illinois limited liability partnership.

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in, to and under the trademarks and registrations therefor and the applications to register certain marks on the Principal Register in the United States Patent and Trademark Office, each as identified on Schedule A hereto, and all copyrights, trade secrets and other intellectual property rights related thereto (collectively, the "Trademark Rights");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, convey and assign to Assignee, among other assets, the Intellectual Property, including the Trademark Rights; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in, to and under the Trademark Rights.

NOW, THEREFORE, in consideration of and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment</u>. Assignor, does hereby sell, assign, transfer, convey, grant and otherwise set over unto Assignee all of Assignor's entire right, title and interest in, to and under the Trademark Rights, together with the goodwill of the business symbolized by the Trademark Rights and in accordance with which the Trademark Rights are used, together with all common law rights of Assignor, including, without limitation, the right to bring action and recover for past infringement, if any, of the Trademark Rights.
- 2. <u>Terms of the Purchase Agreement</u>. Nothing contained in this Assignment shall be deemed to modify, limit or amend any rights of Assignee or Assignor under the Purchase Agreement. To the extent any conflict arises between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall prevail.
- 3. <u>No Third Party Beneficiaries</u>. This Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

- 5. <u>Entire Agreement</u>. This Assignment, together with the Purchase Agreement (and the Schedules and Exhibits thereto), and other documents delivered or to be delivered pursuant to the Purchase Agreement contain or will contain the entire agreement among the parties hereto with respect to the transactions contemplated herein and supersede all previous oral and written agreements.
- 6. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Illinois.
- 7. <u>Severability</u>. If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 8. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same assignment. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Remainder of this page intentionally left blank. Signature page follows.]

CHICAGO/#2421482.3

(Signature Page to Assignment of Trademark Rights)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

JARDOGS, LLC, an Illinois limited liability company

By:

Springfield Clinic, LLP, an Illinois limited

liability partnership

Its:

Sole Manager

Name: Randall A. Bryant

Its: Chief Executive Officer

STATE OF TLUNO'S

SS

COUNTY OF COOK

1, LACHANA H. DANZY

A Notary Public in and for the county and state aforesaid, do hereby certify that Randall A. Bryant, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and Notarial Seal, this day of MARCH

Notary Public

MY COMMISSION EXPIRES:

Official Seal

In Shana H Danzy

Notary Public State of Illimois

(Signature Page to Assignment of Trademark Rights (Cont.))

ASSIGNEE:

ALLSCRIPTS HEALTHCARE, LLC, a North Carolina limited liability company

By: Name: Rick-Poulton Rah

Chief Financial Officer Its:

STATE OF Thingis SS COUNTY OF BOK.

I, Juia Matty Rick Poulton, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and Notarial Seal, this day of _______, 2013.

MY COMMISSION EXPIRES:

SCHEDULE A

Trademark	Country	Registration Number	Registration Date	Application Number	Filing Date
	United States	N/A	N/A	85576399	March 21, 2012
FOLLOW MY HEALTH	United States	N/A	N/A	85128146	September 13, 2010
JARDOGS	United States		N/A	85856929	February 21, 2013
FRONTDESK PATIENT KIOSK	United States	N/A	N/A	85856935	February 22, 2013
ACHIEVEHEALTH MONITORING AND COMPLIANCE	United States	N/A	N/A	85856945	February 22, 2013
UNIVERSAL HEALTH RECORD	United States	N/A	N/A	85856950	February 22, 2013
MANAGE HEALTH	United States	N/A	N/A	85856953	February 22, 2013

RECORDED: 06/18/2013