#### 900258518 06/20/2013

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
|-----------------------|--|
| NATURE OF CONVEYANCE: | Termination and Release of Security Interest |

#### **CONVEYING PARTY DATA**

| Formerly | Execution Date | Entity Type                                    |
|----------|----------------|--|
|          | 1106/20/2013 I | National Banking<br>Association: UNITED STATES |
|          | -              | 06/20/2013                                     |

#### **RECEIVING PARTY DATA**

| Name:           | MDeverywhere, Inc.    |
|-----------------|-----------------------|
| Street Address: | 230 Third Avenue      |
| City:           | Waltham               |
| State/Country:  | MASSACHUSETTS         |
| Postal Code:    | 02451                 |
| Entity Type:    | CORPORATION: DELAWARE |

## PROPERTY NUMBERS Total: 3

| Property Type        | Number  | Word Mark     |
|----------------------|---------|---------------|
| Registration Number: | 2600591 | EVERYCHARGE   |
| Registration Number: | 2592287 | MDEVERYWHERE  |
| Registration Number: | 2742518 | MD EVERYWHERE |

#### **CORRESPONDENCE DATA**

**Fax Number**: 6172274420

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

via US Mail.

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ATTORNEY DOCKET NUMBER: 3H0359.00005

TRADEMARK
REEL: 005052 FRAME: 0888

CH COUNTY SERVE

900258518

| NAME OF SUBMITTER:  | Kristine L. Ouimet   |  |
|---|----------------------|--|
| Signature:  | /Kristine L. Ouimet/ |  |
| Date:   | 06/20/2013           |  |
| Total Attachments: 7 source=Termination and Release#page1.tif source=Termination and Release#page2.tif source=Termination and Release#page3.tif source=Termination and Release#page4.tif source=Termination and Release#page5.tif source=Termination and Release#page6.tif source=Termination and Release#page7.tif |                      |  |

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, PATENTS AND COPYRIGHTS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, PATENTS and COPYRIGHTS ("Release"), dated as of June 20, 2013, by WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association (the "Lender") in favor of MDeverywhere, Inc., a Delaware corporation (the "Borrower").

WHEREAS, pursuant to the terms of that certain Intellectual Property Security Agreement (the "2007 Security Agreement"), dated as of August 10, 2007 by and between the Borrower and the Lender as filed with the Assignment Division at the United States Patent and Trademark Office on August 13, 2007 at Reel 003600, Frame 0172, the Borrower granted to the Lender a security interest in and lien on all of its Trademark Collateral (as defined in the 2007 Security Agreement), all of its Patent Collateral (as defined in the 2007 Security Agreement); and

WHEREAS, pursuant to the terms of that certain Intellectual Property Security Agreement (the "2010 Security Agreement", together with the 2007 Security Agreement, the "Security Agreement"), dated as of April 21, 2010 by and between the Borrower and the Lender as filed with the Assignment Division at the United States Patent and Trademark Office on April 23, 2010 at Reel 004191, Frame 00231, the Borrower granted to the Lender a security interest in and lien on all of its Trademark Collateral (as defined in the 2010 Security Agreement), all of its Patent Collateral (as defined in the 2010 Security Agreement), and all of its Copyright Collateral (as defined in the 2010 Security Agreement); and

**WHEREAS**, the Lender wishes to release the security interest in and lien on the all of the Trademark Collateral, including, without limitation, the trademarks identified on <u>Schedule A</u>, attached hereto, all of the Patent Collateral, including, without limitation, the patents identified on <u>Schedule B</u> attached hereto, and all of the Copyright Collateral, including, without limitation, the copyrights identified on <u>Schedule C</u> attached hereto.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender states as follows:

The Lender hereby terminates and releases its security interest in and first priority lien on the Trademark Collateral, the Patent Collateral and the Copyright Collateral, and the Lender hereby assigns and transfers to the Borrower, without recourse, all of its right, title and interest in and to the Trademark Collateral, the Patent Collateral and the Copyright Collateral, including, without limitation, each of the trademarks identified on <u>Schedule A</u> attached hereto, each of the patents identified on <u>Schedule B</u> attached hereto, and each of the copyrights identified on <u>Schedule C</u> attached hereto, effective as of the date set forth above.

The Lender understands and agrees that this Release may be recorded by or for the Companies with the United States Patent and Trademark Office or the U.S. Copyright Office or any similar office or agency within or outside the United States.

IN WITNESS WHEREOF, the Lender has executed this Release of Security Interest, to take effect as of the date set forth above.

WEBSTER BANK, NATIONAL ASSOCIATION

Name:

Title: Authorized Signatory

[Signature Page to Intellectual Property Release]

## **SCHEDULE A**

| <u>Trademark Name</u>                             | Registration/<br>Serial No. | Registration Date/<br>Filing Date | Country | <u>Status</u>     |
|---|-----------------------------|-----------------------------------|---------|-------------------|
| EVERYCHARGE                                       | 2600591                     | 07/30/2002<br>Renewed 02/20/213   | U.S.A.  | Active/Registered |
| MDEVERYWHERE                                      | 2592287                     | 07/09/2002<br>Renewed 01/25/2013  | U.S.A.  | Active/Registered |
| MD EVERYWHERE                                     | 2742518                     | 07/29/2003                        | U.S.A.  | Active/Registered |
| EVERYENCOUNTER                                    | 76/410295                   | 05/20/2002                        | U.S.A.  | Abandoned         |
| EVERYREFERENCE                                    | 2686428                     | 02/11/2003                        | U.S.A.  | Abandoned         |
| CLEARCODER  | 2648906                     | 09/10/2002                        | U.S.A.  | Abandoned         |
| EVERYCHART  | 76/216865                   | 02/26/2001                        | U.S.A.  | Abandoned         |
| EVERYRESULT                                       | 76/215972                   | 02/26/2001                        | U.S.A.  | Abandoned         |
| EVERYSCRIPT                                       | 76/215971                   | 02/26/2001                        | U.S.A.  | Abandoned         |
| EVERYNOTE   | 2722128                     | 06/03/2003                        | U.S.A.  | Abandoned         |
| EVERYORDER  | 76/215969                   | 02/26/2001                        | U.S.A.  | Abandoned         |
| BUILDING<br>PRODUCTIVITY FOR<br>DOCTORS ON THE GO | 2597421                     | 07/23/2002                        | U.S.A.  | Abandoned         |

| Domain Name Purpose |
|---------------------|
|---------------------|

Corporate Web Site mdeverywhere.com ASP (Application) mdeverywhere.net ASP (Interfaces) mdewhere.net clineffect.com Past corporate web site everycharge.com Product Name clearcoder.com Product Name Future product name. everyencounter.com Future product name. everyscript.com mdincharge.com Hold for future. Hold for future. visitworks.com visitworks.net Hold for future. mdatlarge.com Hold for future.

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#### **SCHEDULE B**

#### **Patents**

1

Inventors: Pollard, Daniel Lyon; Donatucci, Craig Francis; Hey, Lloyd

Albert; Hebert, Peter Franklin Jr.

Assignee Name: MDeverywhere, Inc.

Serial No.: 827,812 Series Code: 09

Filing Date: April 6, 2001 Priority Date: April 7, 2000

Published: US 2002/0013787 Al

Abstract: A method for reading information about a specific sample

of a particular product or a health care service into a medical information manager system. In a preferred embodiment, information about a specific sample of a medication is used as: 1) part of product sample tracking; 2) included in the health care records for the particular patient receiving the specific sample; and to 3) partially populate a prescription for additional quantities of the

particular product provided in the specific sample.

## 2 Automated sample tracking and generation of corresponding prescription

Inventors: Pollard, Daniel Lyon; Donatucci, Craig Francis; Hey,

Lloyd Albert;

Hebert, Peter Franklin Jr.

Assignee Name: Assignments to MDeverywhere, Inc. submitted to

Canadian Patent

Office on April 14, 2003

Serial No.: 2,343,463 Filing Date: April 6, 2001 Priority Date: April 7, 2000

Abstract: A method for reading information about a specific sample of a

particular product or a health care service into a medical information manager system. In a preferred embodiment, information about a specific sample of a medication is used as:

1) part of product sample tracking; 2) included in the health care records for the particular patient receiving the specific sample; and to 3) partially populate a prescription for additional quantities of the particular product provided in the

specific sample.

# 3. Method and apparatus for introducing medical necessity policy into the clinical decision making process at the point of care

Inventors: Pollard, Daniel Lyon; Hebert, Peter Franklin Jr.

Assignee Name: MDeverywhere, Inc.

Serial No.: 116,919 Series Code: 10

Filing Date: April 5, 2002 Priority Date: April 5, 2001

Published: US 2002/0147616 Al

Abstract:

A handheld device, such as a personal digital assistant ("PDA"), can be used at the point-of-care to find an appropriate pair of diagnosis code and procedure code for use in writing an order for further medical procedures for a particular patient. The choice of diagnosis code and procedure code can be checked for conformance with the requirements set forth in a particular set of medical necessity policy rules. In a preferred embodiment, the codes and rules are aggregated by medical specialty so that a specialist can work with solely those codes and rules that are relevant to that particular medical specialty. This abstract is provided as a tool for those searching for patents, and not as a limitation on the scope of the claims.

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#### SCHEDULE C

## **Copyrights**

The Company holds copyrights in all of the software and documentation created by or on behalf of the Company. None of these copyrights have been registered. Specific materials subject to copyright protection are as follows:

#### **Product Documentation**

MDe Handheld Guide MDe Web Guide

### **Implementation Tools**

eLearning

#### **Web Site**

http://www.mdeverywhere.com/ wwvv.medemanager.com and embedded software source code.

## **Marketing Collateral**

**OB/GYN** Practice with Hart Associates

EveryCharge Collateral

EveryNote Collateral

MDeverywhere Vision & Purpose collateral

MDeverywhere Our Customers telling the story...

MDeverywhere Enhances a Billing Company's Business

ClearCoder Collateral

Handheld Device Security: Regulation and Requirements

HIPAA: Overview, Impact, and Readiness

MDeverywhere Collateral Folder

MDeverywhere graphical insert page for 3 ring binders

**Total Solution Literature** 

## Other Items (without copyright asserted in document)

Baseline Assessment Questionnaire

Baseline Assessment ROI Model

Various ROI Case Studies

Workflow assessment implementation tools

Clock-in, Clock-out Productivity Tracking Software System.

The software source code indicated above owned by the

Company or its Subsidiaries was developed by its employees.

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## **Proprietary and Licensed Software**

- 1. EveiyCharge (Charge Capture Application Suite)
  - Deployed Web Versions ASP, VB6, SQL Server 2000
    - Duke (CCOW Support)
    - 7.5
    - 7.0, 7.0 (SDE)
  - Deployed Handheld (Palm, PocketPC) Versions C++ MetroWerks, Embedded VC++, eVB
    - Single version supports all versions of Middle-Tier components
- 2. Dashboard (Client Facing Patient Ledger & Reporting Tool)
  - Single Web Version (2.1) <u>ASP.NET</u>, C#, SQL Server 2005
- 3. Console (Internal Imaging and Operations Workflow System)
  - Single Rich-client Version (2.5) <u>VB.NET</u>, C#, SQL Server 2000
- 4. Mediator (Internal Reporting Engine)
  - Single Rich-client Version (1.1) <u>VB.NET</u>, C#, SQL Server 2005
- 5. AppealCenter (Internal Reporting Engine)
  - Single Rich-client Version (1.0) <u>ASP.NET</u>, C#, SQL Server 2005
- 6. Universal EMR Connector (Interface Engine)
  - Version (2.0) <u>VB.NET</u>, C#, SQL Server 2005
- 7. MDe Direct Connect Gateway (EDI X12 Submission Engine)
  - Version (1.0) <u>VB.NET</u>, C#, SQL Server 2005

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RECORDED: 06/20/2013