

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Intuit Inc.		08/19/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	MedFusion, Inc.
<b>Street Address:</b>	2711 CENTERVILLE RD STE 400
<b>Internal Address:</b>	c/o Corporation Service Company
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19808
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3410547	END "CLIPBOARD CARE"
Registration Number:	3299048	I INTERACTIVEHEALTHRECORD
Registration Number:	3230930	IHEALTH RECORD IN PARTNERSHIP WITH AMERI
Registration Number:	2509799	MEDFUSION

**CORRESPONDENCE DATA**

Fax Number: 9197831075  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 9197832802  
 Email: johale@poynerspruill.com  
 Correspondent Name: John W. O'Hale  
 Address Line 1: 301 Fayetteville St., Suite 1900  
 Address Line 4: Raleigh, NORTH CAROLINA 27608

<b>NAME OF SUBMITTER:</b>	John W. O'Hale
---------------------------	----------------

OP \$115.00 3410547

Signature:	/John W. O'Hale/
Date:	09/06/2013
Total Attachments: 4 source=MedFusion Trademark Assignment#page1.tif source=MedFusion Trademark Assignment#page2.tif source=MedFusion Trademark Assignment#page3.tif source=MedFusion Trademark Assignment#page4.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of August 19, 2013 (the "Effective Date"), is made by and between Intuit Inc., a Delaware corporation ("Assignor"), and MedFusion, Inc., a Delaware corporation ("Assignee") (each, a "Party" and collectively, the "Parties").

### WITNESSETH:

WHEREAS, Assignor is the record owner of the trademarks identified on Schedule A (collectively, the "Trademarks");

WHEREAS, pursuant to the Stock Purchase Agreement, dated as of August 19, 2013, by and among Assignor, Assignee, and MF III LLC, a North Carolina limited liability company ("Purchaser") (the "Stock Purchase Agreement"), Assignee has agreed to acquire and Assignor has agreed to assign the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in the Stock Purchase Agreement and in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks.. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

2. Cooperation. At Assignee's reasonable expense, Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

3. DISCLAIMER. ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE VALIDITY OR ENFORCEABILITY OF THE TRADEMARKS.

4. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Stock Purchase Agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment along with its Schedule, together with the Stock Purchase Agreement, constitute the entire understanding and

agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Stock Purchase Agreement, the terms of the Stock Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment and any dispute arising out of, relating to or in connection with this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

6. Jurisdiction. The Parties hereto agree that any Proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby shall be brought in any federal court located in the State of Delaware or any Delaware state court, and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Proceeding in any such court or that any such Proceeding brought in any such court has been brought in an inconvenient forum. Process in any such Proceeding may be served on either Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 8.01 of the Stock Purchase Agreement shall be deemed effective service of process on such Party.

**[Remainder of this page intentionally left blank]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

**INTUIT INC.**

By R. Neil Williams

Name: R. Neil Williams  
Title: Senior Vice President and  
Chief Financial Officer




**MEDFUSION INC.**

By Jeffrey P. Clark

Name: Jeffrey P. Clark  
Title: Chief Financial Officer and  
Treasurer

*[Signature Page to Trademark Assignment]*

Schedule A  
LIST OF TRADEMARKS

COUNTRY	TRADEMARK SERVICE MARK	STATES
UNITED STATES	END "CLIPBOARD CARE" (and design)  <small>End "Clipboard Care"</small>	Registration No. 3,410,547 Class 44 Registered April 8, 2008
UNITED STATES	I INTERACTIVEHEALTHRECORD  <b>interactiveHealthRecord</b>	Registration No. 3,299,048 Class 44 Registered September 25, 2007
UNITED STATES	IHEALTH RECORD IN PARTNERSHIP WITH AMERICA'S PHYSICIANS (and design)  <b>iHealthRecord</b> <small>In Partnership with America's Physicians</small>	Registration No. 3,230,930 Class 44 Registered April 17, 2007
UNITED STATES	MEDFUSION	Registration No. 2,509,799 Class 42 Registered November 20, 2001 8&15 and renewal filed December 10, 2010