

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HealthFusion, Inc.		03/11/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HF Newco, Inc.		
Street Address:	100 North Rios Avenue		
City:	Solana Beach		
State/Country:	CALIFORNIA		
Postal Code:	92075		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	2663616	HEALTHFUSION	
Registration Number:	3066909	ELECTRONIC EOB	
Registration Number:	3438641	ELECTRONIC COB	
Registration Number:	3376689	ELECTRONIC SECONDARY CLAIM	
Registration Number:	3268065	FUSING HEALTHCARE AND TECHNOLOGY	
Registration Number:	3517284	DENIAL DEFENDER	
Registration Number:	3600547	CLAIM REJECTIONS	
Registration Number:	3598022	CLAIMSTAR	
Registration Number:	3706627	HEALTHFUSION	
Registration Number:	3782450	MEDITOUCH	
Registration Number:	3821412	MEDITOUCH EHR	
Registration Number:	3908498	CHANCELLOR	
Registration Number:	3929848	THE EHR THAT THINKS LIKE A DOCTOR	
Registration Number:	3932320	STIMULUS READY	
Registration Number:	3942326	CLAIMS ANGEL	
Registration Number:	3987406	YOURHEALTHFILE	
Registration Number:	4039559	MEANINGFUL USE REPORT CARD	
Registration Number:	4088091	MEDIDRAW	
Registration Number:	4126939	PURE CLOUD	
Serial Number:	86024743	ELECTRONIC EOB	
TRADEMARK			

OP \$715.00 2663616

Property Type	Number	Word Mark
Serial Number:	86024757	ELECTRONIC COB
Serial Number:	86024767	ELECTRONIC SECONDARY CLAIM
Serial Number:	85030014	TOUCHPHRASE
Serial Number:	85868164	MEDITOUCH IMPORT WIZARD
Serial Number:	85882439	PATIENT-CENTERED MEDICAL REPORT CARD
Serial Number:	85915173	THE EHR THAT THINKS LIKE A NURSE PRACTIT
Serial Number:	86085753	THE EHR THAT THINKS LIKE YOU DO
Serial Number:	85637163	MEDICAL HOME REPORT CARD

CORRESPONDENCE DATA

Fax Number: 6193930498

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

Phone: 6195172272

Email: david@lizerbramlaw.com

Correspondent Name: David Lizerbram & Associates

Address Line 1: 4080 Centre Street

Address Line 2: Suite 205

Address Line 4: San Diego, CALIFORNIA 92103

NAME OF SUBMITTER:	David Lizerbram
SIGNATURE:	/David Lizerbram/
DATE SIGNED:	03/13/2014

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("**Trademark Assignment**"), dated as of March 11, 2014, but effective as March 1, 2014, is made by HEALTHFUSION, INC. ("**Transferor**"), a Delaware Corporation, in favor of HF NEWCO, INC. ("**Transferee**"), a Delaware Corporation, pursuant to the terms of the Agreement and Plan of Reorganization of HealthFusion, Inc., dated March 11, 2014 between Transferor and Transferee (the "**Reorganization Agreement**").

WHEREAS, under the terms of the Reorganization Agreement, Transferor has conveyed, transferred and assigned to Transferee, among other assets, certain intellectual property of Transferor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Transferor and Transferee agree as follows:

1. Assignment. In consideration for the execution of the Reorganization Agreement, the payment of the consideration stipulated in the Reorganization Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Transferor hereby irrevocably conveys, transfers and assigns to Transferee, and Transferee hereby accepts, all of Transferor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, **[with respect to the United States intent-to-use trademark applications set forth in Schedule 1 hereto,]** the transfer of such applications accompanies, pursuant to the Reorganization Agreement, the transfer of Transferor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing/the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Transferor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Transferee. Transferor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Transferee, or any assignee or successor thereto.

3. Terms of the Reorganization Agreement. The terms of the Reorganization Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Reorganization Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Reorganization Agreement and the terms hereof, the terms of the Reorganization Agreement shall govern.

4. Counterparts. This Trademark 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 agreement. A signed copy of this Trademark 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 Trademark Assignment.


5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Transferor and Transferee have duly executed and delivered this Trademark Assignment as of the date first above written.

HEALTHFUSION, INC.

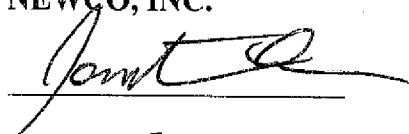
By: 

Name: DR SOL LIEBERBRAM

Title: CHAIRMAN

AGREED TO AND ACCEPTED:

HF NEWCO, INC.

By: 

Name: JONATHAN FLAMM

Title: CFO

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	INTERNATIONAL CLASS	STATUS	SERIAL #	REGISTRATION #	REGISTER	FILING DATE	REGISTRATION DATE
HEALTHFUSION	42	REGISTERED	75666415	2663616	PRINCIPAL	3/23/1999	12/17/2002
ELECTRONIC EOB	36	REGISTERED	78331605	3066909	SUPPLEMENTAL	11/21/2003	3/7/2006
ELECTRONIC COB	36	REGISTERED	78946665	3438641	SUPPLEMENTAL	8/7/2006	5/27/2008
ELECTRONIC SECONDARY CLAIM	36	REGISTERED	78919063	3376689	SUPPLEMENTAL	6/28/2006	1/29/2008
FUSING HEALTHCARE AND TECHNOLOGY	42	REGISTERED	78917194	3268065	PRINCIPAL	6/26/2006	7/24/2007
DENIAL DEFENDER	42	REGISTERED	77158512	3517284	PRINCIPAL	4/17/2007	10/14/2008

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SCHEDULE 1 (CONTINUED)

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	INTERNATIONAL CLASS	STATUS	SERIAL #	REGISTRATION #	REGISTER	FILING DATE	REGISTRATION DATE
CLAIM REJECTIONS & Design	42	REGISTERED	77453838	3600547	SUPPLEMENTAL	4/21/2008	3/31/2009
CLAIMSTAR	42	REGISTERED	77550326	3598022	PRINCIPAL	8/19/2008	3/31/2009
HEALTHFUSION	42	REGISTERED	77559426	3706627	PRINCIPAL	8/29/2008	11/3/2009
MEDITOUCH	42	REGISTERED	77671969	3782450	PRINCIPAL	2/17/2009	4/27/2010
MEDITOUCH EHR	42	REGISTERED	77888459	3821412	PRINCIPAL	12/8/2009	7/20/2010
CHANCELLOR	42	REGISTERED	77620702	3908498	PRINCIPAL	11/24/2008	1/18/2011

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REEL: 005237 FRAME: 0041

SCHEDULE 1 (CONTINUED)

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	INTERNATIONAL CLASS	STATUS	SERIAL #	REGISTRATION #	REGISTER	FILING DATE	REGISTRATION DATE
THE EHR THAT THINKS LIKE A DOCTOR	42	REGISTERED	77902270	3929848	PRINCIPAL	12/29/2009	3/8/2011
STIMULUS READY	42	REGISTERED	77901461	3932320	PRINCIPAL	12/28/2009	3/15/2011
CLAIMS ANGEL	9, 42	REGISTERED	85037023	3942326	PRINCIPAL	5/12/2010	4/5/2011
YOURHEALTHFILE	42	REGISTERED	85116558	3987406	SUPPLEMENTAL	8/26/2010	6/28/2011
MEANINGFUL USE REPORT CARD	9, 42	REGISTERED	85106496	4039559	PRINCIPAL	8/12/2010	10/11/2011
MEDIDRAW	42	REGISTERED	85387383	4088091	PRINCIPAL	8/2/2011	1/17/2012

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REEL: 005237 FRAME: 0042

SCHEDULE 1 (CONTINUED)

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	INTERNATIONAL CLASS	STATUS	SERIAL #	REGISTRATION #	REGISTER	FILING DATE	REGISTRATION DATE
PURE CLOUD	42	REGISTERED	85343616	4126939	PRINCIPAL	6/10/2011	4/10/2012
ELECTRONIC EOB	36		86024743		PRINCIPAL	7/31/2013	
ELECTRONIC COB	36		86024757		PRINCIPAL	7/31/2013	
ELECTRONIC SECONDARY CLAIM	36		86024767		PRINCIPAL	7/31/2013	
TOUCHPHRASE	9, 42	Suspended 8/16/10	85030014		PRINCIPAL	5/4/2010	
MEDITOUCH IMPORT WIZARD	35		85868164		PRINCIPAL	3/6/2013	

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SCHEDULE 1 (CONTINUED)

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	INTERNATIONAL CLASS	STATUS	SERIAL #	REGISTRATION #	REGISTER	FILING DATE	REGISTRATION DATE
PATIENT-CENTERED MEDICAL REPORT CARD	42		85882439		PRINCIPAL	3/21/2013	
THE EHR THAT THINKS LIKE A NURSE PRACTITIONER	42		85915173		PRINCIPAL	4/25/2013	
THE EHR THAT THINKS LIKE YOU DO	42		86085753		PRINCIPAL	10/8/2013	
MEDICAL HOME REPORT CARD	42		85637163		PRINCIPAL	5/29/2012	