

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/10/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Certification Commission for Health Information Technology		12/17/2013	non-profit corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	New York eHealth Collaborative		
Street Address:	40 Worth Street		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013-2988		
Entity Type:	not-for-profit corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85952473	HIE CERTIFIED DIRECT	
Serial Number:	85952463	HIE CERTIFIED COMMUNITY	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.876.2837		
Email:	trademarks.us@dentons.com, tara.sliva@dentons.com		
Correspondent Name:	Tara Reedy Sliva		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	NEW YORK EHEALTH/RMT		
NAME OF SUBMITTER:	Tara Reedy Sliva		
SIGNATURE:	/tara reedy sliva/		
DATE SIGNED:	03/25/2014		
Total Attachments: 3			

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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "**Assignment**") is entered into and made effective as of September 10, 2013 (the "**Effective Date**"), by and between New York eHealth Collaborative, New York not-for-profit corporation, ("**NYeC**"), and the Certification Commission for Health Information Technology, an Illinois non-profit corporation, ("**CCHIT**").

WHEREAS, NYeC and CCHIT mutually agree as follows:

1. In consideration of good and valuable consideration, the receipt and sufficiency are hereby acknowledged, CCHIT hereby irrevocably assigns, transfers and conveys unto NYeC, and its successors, assigns and legal representatives, all right, title and interest in and to the following trademarks or applications therefor (the "**Trademarks**");

(a) HIE Certified Community

(b) HIE Certified Direct

together with the goodwill connected with the use of, and symbolized by, the Trademarks:

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

(b) 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

(c) 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. CCHIT authorizes the Commissioner for Trademarks and any other governmental officials to record and register this trademark assignment upon request by NYeC. CCHIT 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 Trademarks are properly assigned to NYeC, or any assignee or successor thereto.
3. If any part of this Assignment is found to be invalid or unenforceable to any extent, all remaining parts of the Assignment shall remain in full force and effect.

4. This Assignment shall constitute the entire agreement between the parties with respect to the subject matter hereof.
5. It is intended and agreed that this Assignment shall not be construed as creating, or be deemed to create, any right or remedy in any third party.
6. This Assignment may not be altered, amended, modified or otherwise changed in any respect whatsoever, except in a writing executed by both parties.
7. This Assignment shall be binding on the parties and their successors and permitted assigns.
8. The Assignor and Assignee acknowledge that Assignee is a successor of the entire business or portion thereof to which the Marks pertains, which business is ongoing and existing.

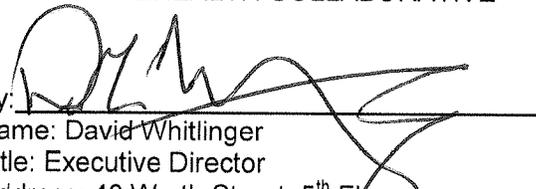
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first hereinabove written.

CERTIFICATION COMMISSION FOR HEALTH
INFORMATION TECHNOLOGY



By: _____
Name: Alisa A. Ray
Title: Executive Director and CEO
Address: 200 South Wacker Drive, Suite 3100
Chicago, Illinois 60606

NEW YORK EHEALTH COLLABORATIVE



By: _____
Name: David Whitlinger
Title: Executive Director
Address: 40 Worth Street, 5th Floor
New York, New York 10013

