

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323390

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/01/2014
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OptumInsight, Inc.		10/01/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Caretracker, Inc.
Street Address:	13625 Technology Drive
City:	Eden Prairie
State/Country:	MINNESOTA
Postal Code:	55344
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4270180	INGENIX CARETRACKER

CORRESPONDENCE DATA

Fax Number: 3124607000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-460-5000
Email: chiipdocket@seyfarth.com
Correspondent Name: Tiffany W. Shimada
Address Line 1: 131 S. Dearborn St., Suite 2400
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	023845-009053
NAME OF SUBMITTER:	Tiffany W. Shimada
SIGNATURE:	/Tiffany W. Shimada/
DATE SIGNED:	11/17/2014

Total Attachments: 3

source=Trademark Assignment#page1.tif
source=Trademark Assignment#page2.tif
source=Trademark Assignment#page3.tif

CH \$40.00 4270180

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated effective as of October 1, 2014, is made by OptumInsight, Inc. ("Assignor") in favor of Caretracker, Inc. ("Assignee")

WHEREAS, Assignor is owner of the trademark INGENIX CARETRACKER (the "Assigned Trademark"), such Mark having achieved registration on the Principal Register of the United States Patent and Trademark Office under Registration Number 4,270,180;

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, the Assigned Trademark and all rights and goodwill associated therewith;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned Trademark, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark, as well as:

(a) all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by the applicable laws 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 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. 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.

4. 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.

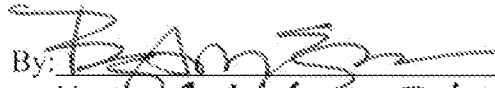
5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with,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

[SIGNATURE PAGE FOLLOWS]

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

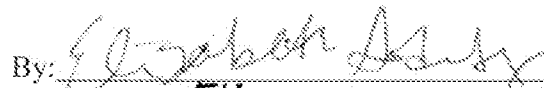
ASSIGNOR:

OPTUMINSIGHT, INC.

By: 
Name: Bridget M. Spicola
Title: Assistant Secretary

ASSIGNEE:

CARETRACKER, INC.

By: 
Name: Elizabeth A. Soderberg
Title: Secretary