

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM324433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthfusion Inc.		10/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	OFS Agency Services, LLC		
Street Address:	540 Madison Avenue		
Internal Address:	Eighth Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3987406	YOURHEALTHFILE	
Registration Number:	4039559	MEANINGFUL USE REPORT CARD	
Registration Number:	3942326	CLAIMS ANGEL	
Registration Number:	3929848	THE EHR THAT THINKS LIKE A DOCTOR	
Registration Number:	3932320	STIMULUS READY	
Registration Number:	3821412	MEDITOUCH EHR	
Registration Number:	3782450	MEDITOUCH	
Registration Number:	3908498	CHANCELLOR	
Registration Number:	3706627	HEALTHFUSION	
Registration Number:	3598022	CLAIMSTAR	
Registration Number:	3600547	CLAIM REJECTIONS	
Registration Number:	3517284	DENIAL DEFENDER	
Registration Number:	3438641	ELECTRONIC COB	
Registration Number:	3376689	ELECTRONIC SECONDARY CLAIM	
Registration Number:	3268065	FUSING HEALTHCARE AND TECHNOLOGY	
Registration Number:	3066909	ELECTRONIC EOB	
Registration Number:	2663616	HEALTHFUSION	
Serial Number:	85343616	PURE CLOUD	
Serial Number:	85387383	MEDIDRAW	
TRADEMARK			

CH \$540.00 3987406

Property Type	Number	Word Mark
Serial Number:	85637163	MEDICAL HOME REPORT CARD
Serial Number:	85030014	TOUCHPHRASE

CORRESPONDENCE DATA

Fax Number: 4155911400

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: 415-591-1000

Email: trademarksSF@winston.com

Correspondent Name: Becky L. Troutman c/o Winston & Strawn

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	085953.00006
NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	11/25/2014

Total Attachments: 7

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JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "*Agreement*"), dated as of October 31, 2014, is made by **HEALTHFUSION INC.** (formerly known as HF Newco, Inc.), a Delaware corporation (the "*Additional Grantor*") in favor of **OFS AGENCY SERVICES, LLC** (successor Agent to Tamarix Associates LLC), a Delaware limited liability company (together with its successors and assigns, the "*Agent*"), in its capacity as Agent for the Purchasers (as defined in the Purchase Agreement referred to below). All capitalized terms used herein and not otherwise defined have the respective meanings ascribed to them in the Purchase Agreement.

RECITALS

WHEREAS, the Additional Grantor is a wholly-owned subsidiary of **HEALTHFUSION HOLDINGS INC.** (formerly known as HealthFusion Inc.), a Delaware corporation ("*Company*"); and

WHEREAS, the Company, Tamarix Associates LLC, as predecessor-in-interest to the Agent, and the Purchasers named therein entered into that certain Securities Purchase Agreement, dated as of October 7, 2013 (as amended, modified or supplemented and in effect from time to time, the "*Purchase Agreement*"), pursuant to which the Purchasers, subject to the terms and conditions contained therein, agreed to purchase from the Company certain Senior Secured Notes Due 2018 and certain Warrants to purchase shares of the Company's common stock; and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Company, together with certain of its Subsidiaries (collectively, the "*Grantors*"), and Tamarix Associates LLC, as predecessor-in-interest to the Agent, entered into a certain Pledge and Security Agreement dated as of October 7, 2013 (as amended or otherwise modified from time to time, the "*Security Agreement*"), granting in favor of the Agent a security interest and lien upon all or substantially all assets of the Grantors;

WHEREAS, pursuant to the Holdco Reorganization, the Company formed the Additional Grantor and contributed all of its assets and liabilities to the Additional Grantor; and

WHEREAS, pursuant to the Purchase Agreement, the Company is obligated to cause the Additional Grantor to execute this Agreement and deliver it to the Agent.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Grantor hereby agrees as follows:

1. Security Agreement. The Additional Grantor, as provided in Article XIX of the Security Agreement, hereby becomes a party to the Security Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder.

2. Representations and Warranties Concerning Grantor's Legal Status. The Additional Grantor has delivered to the Agent a certificate signed by the Additional Grantor and entitled "Perfection Certificate" (the "*Perfection Certificate*") in the form attached as **Schedule I** hereto. The Additional Grantor represents and warrants to the Agent as follows: (a) the Additional Grantor's exact legal name is that indicated on the Perfection Certificate and on the signature page hereof, (b) the Additional Grantor is an organization of the type and organized in the jurisdiction set forth in the Perfection Certificate, (c) the Perfection Certificate accurately sets forth the Additional Grantor's organizational identification number or accurately states that the Additional Grantor has none, (d) the Perfection Certificate accurately sets forth the Additional Grantor's place of business or, if more than one, its chief executive office as well as the Additional Grantor's mailing address if different, (e) all other information set forth on the Perfection Certificate pertaining to the Additional Grantor is accurate and complete, and (f) each of the representations and warranties contained in the Financing Documents relating to it are true and correct on and as the date hereof (after giving effect to this Agreement) as if made on and as of such date (except any representation or warranty that (i) is already qualified by materiality or by Material Adverse Effect, which representation or warranty shall be true in all respects, or (ii) by its terms is made only as of a specified date, which representation or warranty need be true only as of such date).

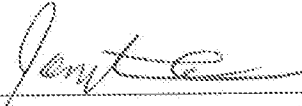
3. **GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW OR CHOICE OF LAW PRINCIPLES EXCEPT AS SET FORTH IN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ADDITIONAL GRANTOR:

HEALTHFUSION, INC. (formerly known as HF Newco, Inc.)

By: 
Name: Jonathan Flum
Title: CFO

ACCEPTED & ACKNOWLEDGED BY:

AGENT:

OFS AGENCY SERVICES, LLC

By: Orchard First Source Capital, Inc., its attorney in fact

By: _____
Name: Peter Rothschild
Title: Managing Director

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ADDITIONAL GRANTOR:

HEALTHFUSION, INC. (formerly known as HF Newco, Inc.)

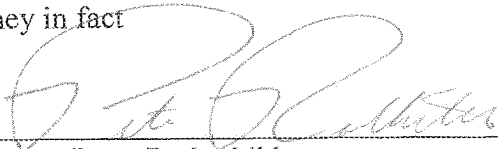
By: _____
Name:
Title:

ACCEPTED & ACKNOWLEDGED BY:

AGENT:

OFS AGENCY SERVICES, LLC

By: Orchard First Source Capital, Inc., its attorney in fact

By: 
Name: Peter Rothschild
Title: Managing Director

SCHEDULE 7

INTELLECTUAL PROPERTY

1) Party

(a) United States Patents:

Title	Registration No.	Date of Issuance	Owner
Healthcare eligibility and benefits data system	7,805,322	September 28, 2010	HealthFusion Holdings, Inc.
System and method for coordination of benefits in a healthcare system	7,788,115	August 31, 2010	HealthFusion Holdings, Inc.
Electronic Medical System Touch Phrase Technology	13/022,310	February 7, 2011	HealthFusion Holdings, Inc.
Medicare Advantage Risk Adjustment	14/267712	May 1, 2014	HealthFusion Holdings, Inc.

(c) United States Trademarks:

Title	Registration No.	Date of Issuance	Owner
YOURHEALTHFILE	3987406	June 28, 2011	HealthFusion Holdings, Inc.
MEANINGFUL USERREPORT CARD	4039559	October 11, 2011	HealthFusion Holdings, Inc.

CLAIMS ANGEL	3942326	April 5, 2011	HealthFusion Holdings, Inc.
THE EHR THAT THINKS LIKE A DOCTOR	3929848	March 8, 2011	HealthFusion Holdings, Inc.
STIMULUS READY	3932320	March 15, 2011	HealthFusion Holdings, Inc.
MEDITOUCH EHR	3821412	July 20, 2010	HealthFusion Holdings, Inc.
MEDITOUCH	3782450	April 27, 2010	HealthFusion Holdings, Inc.
CHANCELLOR	3908498	January 18, 2011	HealthFusion Holdings, Inc.
HEALTHFUSION	3706627	November 3, 2009	HealthFusion Holdings, Inc.
CLAIMSTAR	3598022	March 31, 2009	HealthFusion Holdings, Inc.
CLAIM REJECTIONS	3600547	March 31, 2009	HealthFusion Holdings, Inc.
DENIAL DEFENDER	3517284	October 14, 2008	HealthFusion Holdings, Inc.
ELECTRONIC COB	3438641	May 27, 2008	HealthFusion Holdings, Inc.
ELECTRONIC SECONDARY CLAIM	3376689	January 29, 2008	HealthFusion Holdings, Inc.
FUSING HEALTHCARE AND TECHNOLOGY	3268065	July 24, 2007	HealthFusion Holdings, Inc.

ELECTRONIC EOB	3066909	March 7, 2006	HealthFusion Holdings, Inc.
HEALTHFUSION	2663616	December 17, 2002	HealthFusion Holdings, Inc.
MEDDRAW	85387383	August 2, 2011	HealthFusion Holdings, Inc.
PURE CLOUD	85343616	June 10, 2011	HealthFusion Holdings, Inc.
MEDDRAW	85387383	August 2, 2011	HealthFusion Holdings, Inc.
MEDICAL HOME REPORT CARD	85637163 (Serial Number)	May 29, 2012 (Date of filing)	HealthFusion Holdings, Inc.
TOUCHPHRASE (Suspended)	85030014 (Serial Number)	May 4, 2010 (Date of filing)	HealthFusion Holdings, Inc.

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Schedule 7 - 3

TRADEMARK

REEL: 005408 FRAME: 0697

RECORDED: 11/25/2014