

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337765

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UNIVERSITY HEALTHSYSTEM CONSORTIUM		04/01/2015	nonprofit: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VHA INC.		
<b>Street Address:</b>	290 East John Carpenter Freeway		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75062		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1809491	UHC	
<b>Registration Number:</b>	1813976	UHC	
<b>Registration Number:</b>	2817052	UHC PATIENT SAFETY NET	
<b>Registration Number:</b>	2817053	UHC PSN	
<b>Registration Number:</b>	2883534	UNIVERSITY HEALTHSYSTEM CONSORTIUM	
<b>Registration Number:</b>	3243926	FPSC	
<b>Registration Number:</b>	3246463	FACULTY PRACTICE SOLUTIONS CENTER	
<b>Registration Number:</b>	3688515	SPENDLINK	
<b>Registration Number:</b>	4124311	UHC	
<b>Registration Number:</b>	4176977	RXLINK	
<b>Registration Number:</b>	4237289	SPENDLINK	
<b>Registration Number:</b>	4250147		
<b>Registration Number:</b>	4304894	IMPERATIVES FOR QUALITY	
<b>Registration Number:</b>	4506976	UHC PERFORMANCE INTELLIGENCE	
<b>Registration Number:</b>	4511856	UHC SAFETY INTELLIGENCE	
<b>Registration Number:</b>	4565011	TURNING KNOWLEDGE INTO POWER	
<b>Registration Number:</b>	4653415	UHC PRACTICE INTELLIGENCE	
<b>Serial Number:</b>	86398571	UHC SUPPLY CHAIN INTELLIGENCE	

CH \$465.00 1809491

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 3125693459*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:** 312 569 1459**Email:** nancy.martinez-curtin@dbr.com**Correspondent Name:** Melissa S. Dillenbeck**Address Line 1:** 191 North Wacker Drive**Address Line 2:** Suite 3700**Address Line 4:** Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	318010
<b>NAME OF SUBMITTER:</b>	Melissa S. Dillenbeck
<b>SIGNATURE:</b>	/melissasdillenbeck-nmc/
<b>DATE SIGNED:</b>	04/09/2015

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Agreement"), dated as of April 1, 2015, and effective as of the Effective Time of Closing (as defined in the Purchase Agreement (defined below)), is between VHA Inc., a Delaware corporation ("VHA"), and University HealthSystem Consortium, an Illinois nonprofit corporation ("UHC"). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed thereto in the Stock Purchase Agreement, dated as of April 1, 2015, by and among VHA and UHC (the "Purchase Agreement").

**WHEREAS**, subject to and in accordance with the terms and conditions of the Purchase Agreement, effective as of the Effective Time of Closing, as and in consideration and in exchange for the consideration contemplated thereby, UHC has agreed to sell, contribute, transfer, assign, convey, and deliver to VHA, free and clear of all Encumbrances (other than Permitted Encumbrances), all of UHC's right, title, and interest in and to the UHC Intellectual Property Assets, including those set forth on Schedule 2.1(i) of the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the recitals and the mutual covenants and agreements set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by VHA and UHC, and subject to the terms and conditions of the Purchase Agreement, the parties hereby agree as follows:

1. **Assignment of UHC Intellectual Property Assets**. Subject to and in accordance with the terms and conditions of the Purchase Agreement, effective as of the Effective Time of Closing, as and in consideration and in exchange for the consideration contemplated thereby, UHC hereby sells, contributes, transfers, assigns, conveys, and delivers to VHA, free and clear of all Encumbrances (other than Permitted Encumbrances), all of UHC's right, title, and interest in and to the UHC Intellectual Property Assets, including those set forth on Schedule 2.1(i) to the Purchase Agreement and the UHC Intellectual Property Assets set forth on Exhibit A hereto. For the avoidance of doubt and as provided in the Purchase Agreement, the UHC Intellectual Property Assets specifically exclude the Excluded Assets.

2. **Incorporation by Reference**. This Agreement is executed and delivered pursuant to the Purchase Agreement, the terms and conditions of which are incorporated herein by reference.

3. **No Effect on Purchase Agreement**. Notwithstanding any other provision of this Agreement, nothing contained herein, express or implied, shall in any way supersede, modify, expand, limit, replace, amend, change, rescind, waive, or otherwise affect any of the representations and warranties of the Purchase Agreement. The parties hereto acknowledge and agree that the provisions contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

4. **Binding Effect**. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

5. **Governing Law**. This Agreement will be governed by the laws of the State of Delaware, without regard to conflicts of laws principles.

6. **Recitals; Section Headings**. The Recitals shall not constitute a part of this Agreement, are provided for convenience only and will not affect the construction or interpretation of this Agreement.

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

7. **Execution, Delivery, and Counterparts.** This Agreement and any amendments hereto may be executed and delivered by facsimile or other electronic transmission, in any number of counterparts, each of which will be deemed to be an original and all of which will constitute one agreement that is binding upon each of the parties, notwithstanding that both parties are not signatories to the same counterpart.

8. **Further Assurances.** The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement. UHC hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by VHA.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

VHA INC.



By:  
Name: Curtis W. Nonomague  
Title: President + CEO

UNIVERSITY HEALTHSYSTEM CONSORTIUM

.....  
By:  
Name:  
Title:

[INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK  
REEL: 005495 FRAME: 0127

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

VHA INC.

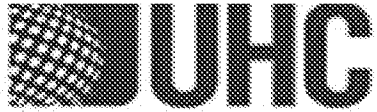
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By:  
Name:  
Title:

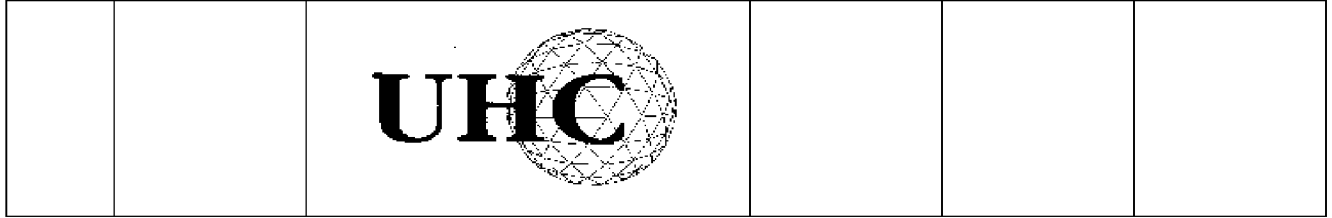
UNIVERSITY HEALTHSYSTEM CONSORTIUM

*Jene M. Thompson*  
\_\_\_\_\_  
By:  
Name: *Jene M. Thompson*  
Title: *President and Chief Executive Officer*

**EXHIBIT A**

**UHC Trademarks**

No.	Jurisdiction	Mark	Serial No.	Registration No.	Registration Date
1.	United States	UNIVERSITY HEALTHSYSTEM CONSORTIUM	76/347,169	2,883,534	9/14/2004
2.	United States	UHC AND DESIGN 	85/266,070	4,124,311	4/10/12
3.	United States	MISCELLANEOUS DESIGN 	85/602,402	4,250,147	11/27/12
4.	United States	UHC SAFETY INTELLIGENCE	85/794,027	4,511,856	4/8/14
5.	United States	UHC PERFORMANCE INTELLIGENCE	85/794,066	4,506,976	4/1/14
6.	United States	TURNING KNOWLEDGE INTO POWER	85/794,105	4,565,011	7/8/14
7.	United States	UHC PRACTICE INTELLIGENCE	85/794,010	4,653,415	12/9/14
8.	United States	UHC SUPPLY CHAIN INTELLIGENCE	86/398,571	N/A	N/A
9.	United States	UHC	74/151705	1809491	12/7/1993
10.	United States	UHC PATIENT SAFETY NET	78/149671	2817052	2/24/2004
11.	United States	UHC PSN	78/149690	2817053	2/24/2004
12.	United States	FPSC	78/761759	3243926	5/22/2007
13.	United States	FACULTY PRACTICE SOLUTIONS CENTER	78/761791	3246463	5/29/2007
14.	United States	SPENDLINK	77/620795	3688515	9/29/2009
15.	United States	RXLINK	85/366328	4176977	7/17/12
16.	United States	SPENDLINK	85/585128	4237289	11/6/2012
17.	United States	IMPERATIVES FOR QUALITY	85/678758	4304894	3/19/2013
18.	United States	UHC and Design	74/152,256	1,813,976	12/28/1993



**UHC Patents**

No.	Jurisdiction	Name	Application No.	Registration No.	Registration Date	Expiration Date
1.	United States	Funds Flow System for Academic Health Centers	09/857,275	Patent # 7003470	10/30/2000 Patent Granted: 2/21/06	3/14/2023