

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM358708

<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>
Medical Billing Resources, LLC		10/14/2015	LIMITED LIABILITY COMPANY: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	athenahealth, Inc.		
<b>Street Address:</b>	311 Arsenal Street		
<b>City:</b>	Watertown		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02472		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85408887	"WE LET DOCTORS BE DOCTORS."	
<b>Serial Number:</b>	85615129	WE LET DOCTORS BE DOCTORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8777697945		
<i>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.</i>			
<b>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Robert M. O'Connell, Jr.		
<b>Address Line 1:</b>	PO Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440-1022		
<b>ATTORNEY DOCKET NUMBER:</b>	42349-0005001		
<b>NAME OF SUBMITTER:</b>	Robert M. O'Connell, Jr.		
<b>SIGNATURE:</b>	/Robert M. O'Connell, Jr./		
<b>DATE SIGNED:</b>	10/15/2015		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of the 14th day of October, 2015 (“the Effective Date”), by and between Medical Billing Resources, LLC, a Minnesota limited liability company having a principal address of 2011 South 6<sup>th</sup> Street, Brainerd, Minnesota 56401 (“Assignor”), and athenahealth, Inc., a Delaware corporation having a principal place of business at 311 Arsenal Street, Watertown, Massachusetts 02472 (“Assignee”).

WHEREAS, Assignor has adopted and is using in commerce the mark WE LET DOCTORS BE DOCTORS (the “Mark”);

WHEREAS, Assignor is the record owner of pending U.S. trademark application Serial No. 85/408,887 for the mark “WE LET DOCTORS BE DOCTORS.”, and pending U.S. trademark application Serial No. 85/615,129 for the mark WE LET DOCTORS BE DOCTORS (together, the “Applications”), and Minnesota state trademark registration number 4401949-2 for the mark WE LET DOCTORS BE DOCTORS (the “MN Registration”);

WHEREAS, Assignee desires to acquire, and Assignor desires to transfer to Assignee, all of Assignor’s rights in and to the Mark, including the goodwill of the business symbolized thereby, as well as the Applications and the MN Registration;

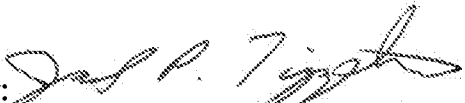
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor does hereby sell, assign, convey and transfer to Assignee all rights, title and interest in and to the Mark, the Applications (and any registrations issuing therefrom), the MN Registration, together with the goodwill of the business symbolized thereby and appurtenant thereto.
2. Assignor further sells, assigns, conveys and transfers to Assignee all claims for damages for reason of past, present or future infringement of the Mark, as well as the right to sue for and collect the same, for Assignee’s own use and enjoyment.
3. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure to said Assignee all rights herein assigned.
4. Assignor hereby authorizes the Director of the United States Patent & Trademark Office, the Minnesota Secretary of State, and any other official of the United States, any state thereof, or any country foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Mark, the Applications (and any registrations issuing therefrom) and the MN Registration as the property of the Assignee, its successors and assigns in accordance with the terms of this instrument.

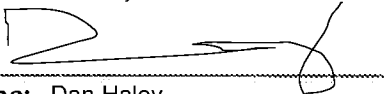
5. Assignor will permanently cease using the Mark, or any mark, slogan or tagline confusingly similar thereto, with such cessation of use to begin immediately upon execution of this Agreement and to be completed over the course of a reasonable phase-out period not to exceed six (6) months from the Effective Date hereof. Assignor further agrees that it will not register, or apply to register the Mark (or any mark confusingly similar thereto) in any jurisdiction, and will not oppose, petition to cancel, or otherwise challenge the validity of the Applications (or any registrations issuing therefrom), the MN Registration, or any other application or registration for the Mark which Assignee may later file or obtain.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as a sealed instrument by their duly authorized representatives as of the Effective Date set forth above.

**Medical Billing Resources LLC**

By:   
Name: JACOB P. TIGGEHAAR  
Title: PRESIDENT

**athenahealth, Inc.**

By:   
Name: Dan Haley  
Title: General Counsel