

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HealthFusion, Inc.		01/26/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	QSI Management, LLC		
Street Address:	18111 Von Karman Avenue, Suite 700		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2663616	HEALTHFUSION	
Registration Number:	3908498	CHANCELLOR	
Registration Number:	3942326	CLAIMS ANGEL	
Registration Number:	3517284	DENIAL DEFENDER	
Registration Number:	3438641	ELECTRONIC COB	
Registration Number:	3066909	ELECTRONIC EOB	
Registration Number:	3376689	ELECTRONIC SECONDARY CLAIM	
Registration Number:	3268065	FUSING HEALTHCARE AND TECHNOLOGY	
Registration Number:	3706627	HEALTHFUSION	
Registration Number:	4039559	MEANINGFUL USE REPORT CARD	
Registration Number:	4088091	MEDIDRAW	
Registration Number:	3782450	MEDITOUCH	
Registration Number:	3821412	MEDITOUCH EHR	
Registration Number:	4126939	PURE CLOUD	
Registration Number:	3932320	STIMULUS READY	
Registration Number:	3929848	THE EHR THAT THINKS LIKE A DOCTOR	
Registration Number:	3987406	YOURHEALTHFILE	
CORRESPONDENCE DATA			

OP \$440.00 2663616

Fax Number:

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.

Email: ipdocket@foxrothschild.com
Correspondent Name: Michael J. Leonard
Address Line 1: Fox Rothschild LLP
Address Line 2: 997 Lenox Drive, Bldg. 3
Address Line 4: Lawrenceville, NEW JERSEY 08648-2311

ATTORNEY DOCKET NUMBER:	114380.00001
NAME OF SUBMITTER:	Michael J. Leonard
SIGNATURE:	/michael leonard/
DATE SIGNED:	01/27/2016

Total Attachments: 3
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered by and between HealthFusion, Inc., a Delaware Corporation having an address at 100 North Rios Avenue, Solana Beach, CA 92075 ("Assignor") in favor of QSI Management, LLC, a California Limited Liability Company having an address at 18111 Von Karman Avenue, Suite 700, Irvine CA 92612 ("Assignee"),

WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark registrations including but not limited to those identified in Schedule A, (hereinafter the "Trademarks"); and

WHEREAS, Assignor desires to assign and Assignee desires to obtain all right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any;
2. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademarks;
3. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;
4. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of California; and
5. This Assignment may be executed in counterparts and/or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.

HEALTHFUSION, INC.

By: Jocelyn Grantt
Name: Jocelyn Grantt
Title: Secretary
Date: 1/26/16

QSI MANAGEMENT, LLC

By: Jocelyn Grantt
Name: Jocelyn Grantt
Title: Secretary
Date: 1/26/16

SCHEDULE A – Trademarks

MARK	Registration #	Registration Date	Serial #	Application File Date
HealthFusion	2663616	12.17.2002	75666415	3.23.1999
Chancellor	3908498	1.18.2011	77620702	11.24.2008
Claims Angel	3942326	4.5.2011	85975093	5.12.2010
Denial Defender	3517284	10.14.2008	77158512	4.17.2007
Electronic COB	3438641	5.27.2008	78946665	8.7.2006
Electronic EOB	3066909	3.7.2006	78331605	11.21.2003
Electronic Secondary Claim	3376689	1.29.2008	78919063	6.28.2006
Fusing Healthcare and Technology	3268065	6.24.2007	78917194	6.26.2006
HealthFusion	3706627	11.3.2009	77559426	8.29.2008
Meaningful Use Report Card	4039559	10.11.2011	85106496	8.12.2010
Medidraw	4088091	1.17.2012	85387383	8.2.2011
MediTouch	3782450	4.27.2010	77671969	2.17.2009
MediTouch EHR	3821412	7.20.2010	77888459	12.8.2009
PURE CLOUD	4126939	4.10.2012	85343616	6.10.2011
Stimulus Ready	3932320	3.15.2011	77901461	12.28.2009
The EHR That Thinks Like A Doctor	3929848	3.8.2011	77902270	12.29.2009
YourHealthFile	3987406	6.28.2011	85116558	8.26.2010