

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Partners Healthcare System, Inc.		04/01/2016	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Sunquest Holdings, Inc.		
Street Address:	6901 Professional Parkway East		
Internal Address:	Suite 200		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34240		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3851209	VARIANTWIRE	
Registration Number:	4077275	GENEINSIGHT CLINIC	
Registration Number:	4250099	GENEINSIGHT NETWORK	
Registration Number:	3851210	GENEINSIGHT	
Registration Number:	4077274	GENEINSIGHT LAB	
Registration Number:	4077273	GENEINSIGHT SUITE	
Registration Number:	4328315	GENEINSIGHT FOR BETTER CARE	
Registration Number:	4328313	GENEINSIGHT	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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>			
Email:	mrussell@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	10170.019050		

OP \$215.00 3851209

NAME OF SUBMITTER:	Mark Russell
SIGNATURE:	/Mark Russell/
DATE SIGNED:	04/20/2016
Total Attachments: 16 source=Genelnsight - IP Assignment Agreement (Executed)#page1.tif source=Genelnsight - IP Assignment Agreement (Executed)#page2.tif source=Genelnsight - IP Assignment Agreement (Executed)#page3.tif source=Genelnsight - IP Assignment Agreement (Executed)#page4.tif source=Genelnsight - IP Assignment Agreement (Executed)#page5.tif source=Genelnsight - IP Assignment Agreement (Executed)#page6.tif source=Genelnsight - IP Assignment Agreement (Executed)#page7.tif source=Genelnsight - IP Assignment Agreement (Executed)#page8.tif source=Genelnsight - IP Assignment Agreement (Executed)#page9.tif source=Genelnsight - IP Assignment Agreement (Executed)#page10.tif source=Genelnsight - IP Assignment Agreement (Executed)#page11.tif source=Genelnsight - IP Assignment Agreement (Executed)#page12.tif source=Genelnsight - IP Assignment Agreement (Executed)#page13.tif source=Genelnsight - IP Assignment Agreement (Executed)#page14.tif source=Genelnsight - IP Assignment Agreement (Executed)#page15.tif source=Genelnsight - IP Assignment Agreement (Executed)#page16.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of April 1, 2016, by and between SUNQUEST HOLDINGS, INC., a Delaware corporation ("Sunquest"), and PARTNERS HEALTHCARE SYSTEM, INC., a Massachusetts corporation ("PHS")

WHEREAS, PHS is the owner of all rights, title and interest in and to the United States trademarks and trademark registrations and applications as identified in Exhibit A (all of such United States trademarks and trademark registrations and applications hereinafter being collectively referred to as "Trademark Rights") and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights;

WHEREAS, PHS is the owner of all rights, title and interest in and to the copyrightable works identified in Exhibit B (all of such copyrightable works hereinafter being collectively referred to as "Works");

WHEREAS, PHS is the owner of all rights, title and interest in and to the domain names identified in Exhibit C (all of said domain names hereinafter being collectively referred to as "Domains");

WHEREAS, PHS is the owner of all rights, title and interest in and to the proprietary software identified in Exhibit D (all of said proprietary software hereinafter being collectively referred to as "Software");

WHEREAS, PHS is the licensee of, but not the owner of, the licenses or services identified in Exhibit E (all of said licenses or services hereinafter being collectively referred to as "Licensed Products");

WHEREAS, PHS is the owner of all rights, title and interest in and to the technical and restricted materials relating to the acquisition design, development, use or maintenance of certain computer code program documentation and materials as identified in Exhibit F (all of said technical and restricted materials relating to the acquisition, design, development, use or maintenance of certain computer code program documentation and materials hereinafter being collectively referred to as "Technical and Restricted Materials");

WHEREAS, pursuant to that certain Stock Purchase Agreement dated as of April 1, 2016, by and among Sunquest, GeneInsight, Inc., a Delaware corporation, and PHS (the "Purchase Agreement") PHS has agreed to assign certain intellectual property, including the Trademark Rights, the Works, the Domains, the Software, the Licensed Products and the Technical and Restricted Materials, to Sunquest.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PHS hereby assigns, transfers and conveys to Sunquest, its successors, assigns and legal representatives, free and clear of all liens, claims, security interests and other encumbrances, all of the rights, title and interest in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights, including the right to sue others for past acts of infringement of the Trademark Rights and to retain all revenues received from others for past acts of infringement of the Trademark Rights.

2. PHS hereby assigns, transfers and conveys to Sunquest, its successors, assigns and legal representatives, free and clear of all liens, claims, security interests and other encumbrances, all of the rights, title and interest in and to the Works, the Domains, and the Software, including the right to sue others for past acts of infringement of the Works, the Domains, and the Software, and to retain all revenues received from others for past acts of infringement of the Works, the Domains, and the Software.

3. PHS hereby assigns, transfers and conveys to Sunquest, its successors, assigns and legal representatives, free and clear of all liens, claims, security interests and other encumbrances, all of the rights, title and interest in and to the Licensed Products, to the extent PHS is able to transfer any rights, title and interest in and to the Licensed Products.

4. PHS further agrees for itself, successors, assigns, and its legally bound predecessors to execute, without further consideration, any further legal documents, any further assignments, and any releases, declarations, renewals or other applications for the Trademark Rights that may be deemed necessary by Sunquest, or by Sunquest's successors-in-interest or assigns, fully to secure to Sunquest, or to Sunquest's successors-in-interest or assigns, PHS's interest as aforesaid in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights.

5. PHS further agrees for itself, successors, assigns, and its legally bound predecessors to execute, without further consideration, any further legal documents, any further assignments, and any releases, declarations, renewals or other applications for the Works, the Domains, or the Software that may be deemed necessary by Sunquest, or by Sunquest's successors-in-interest or assigns, fully to secure to Sunquest, or to Sunquest's successors-in-interest or assigns, PHS's interests as aforesaid in and to the Works, the Domains, and the Software.

6. PHS further agrees for itself, successors, assigns, and its legally bound predecessors to execute, without further consideration, any further legal documents, any further assignments, and any releases, declarations, renewals or other applications for the Licensed Products that may be deemed necessary by Sunquest, or by Sunquest's successors-in-interest or assigns, fully to secure to Sunquest, or to Sunquest's successors-in-interest or assigns, PHS's interests as aforesaid in and to the Licensed Products.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

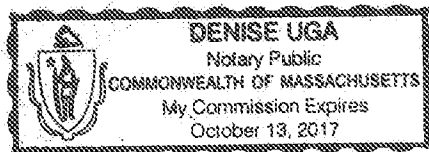
PARTNERS HEALTHCARE SYSTEM, INC.

By: *Peter K. Markell*
Name: *Peter K. Markell*
Title: *EO, CFO TREASURER*

STATE OF Massachusetts
COUNTY OF Suffolk

On this 14 day of April, 2016, before me, a Notary Public in and for the State and County foresaid, personally appeared Peter K. Markell, known by me to be the person above named and an officer of PARTNERS HEALTHCARE SYSTEM, INC., who is duly authorized to execute this Assignment on behalf of PARTNERS HEALTHCARE SYSTEM, INC. and who signed and executed the foregoing instrument on behalf of PARTNERS HEALTHCARE SYSTEM, INC.

Notary Public: *Denise Uga*
My Commission Expires: *October 13, 2017*



SUNQUEST HOLDINGS, INC.

By: Matthew Hawkine
Name: Matthew J Hawkine
Title: President

STATE OF ARIZONA
COUNTY OF PIMA

On this 5 day of April, 2016, before me, a Notary Public in and for the State and County
foresaid, personally appeared MARION TURNER, known by me to be
the person above named and an officer of SUNQUEST HOLDINGS, INC., who is duly
authorized to execute this Assignment on behalf of SUNQUEST HOLDINGS, INC. and
who signed and executed the foregoing instrument on behalf of SUNQUEST
HOLDINGS, INC.

Notary Public: Jennifer Zupancic
My Commission Expires: 10/19/2018

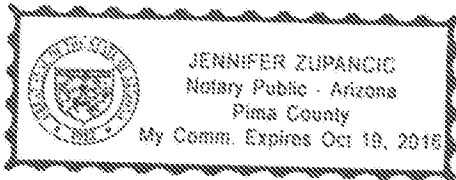


Exhibit A

Trademark Rights

Service Marks
VARIANTWIRE • U.S. Reg. No. 3,851,209 • Registered September 21, 2010
GENEINSIGHT CLINIC • U.S. Reg. No. 4,077,275 • Registered Dec. 27, 2011
GENEINSIGHT NETWORK • U.S. Reg. No. 4,250,099 • Registered Nov. 27, 2012
GENEINSIGHT • U.S. Reg. No. 3,851,210 • Registered Sept. 21, 2010
GENEINSIGHT LAB • U.S. Reg. No. 4,077,274 • Registered Dec. 27, 2011
GENEINSIGHT SUITE • U.S. Reg. No. 4,077,273 • Registered Dec. 27, 2011
GENEINSIGHT FOR BETTER CARE • U.S. Reg. No. 4,328,315 • Registered Apr. 30, 2013

Service Marks

GENEINSIGHT AND DESIGN

• U.S. Reg. No. 4,328,313

• Registered Apr. 30, 2013

Exhibit B

Works

Copyrightable Works	Description
User Guides & Addendums	Application User Guides; including customer-specific addendums
Quick Reference Guide	Product overview and workflows
Marketing Brochure	"The Future is Insight" marketing brochure for tradeshows and conferences

Exhibit C

Domains

geneinsight.com (active)
geneinsight.org (active)
geneinsite.com (active)
geneinsite.org (active)
monitormygenes.com (not active)
monitormygenes.org (not active)
geneticinsight.com (active)
geneticinsight.org (active)
geneticinsite.com (active)
geneticinsite.org (active)
personalizedgenomics.com (not active)
personalizedgenomics.org (not active)
variantwire.com (active)
variantwire.org (active)
geneinsight.net (active)

Exhibit D

Software

Title	Description	Version
GeneInsight Platform	An application server framework with common application services utilized by GeneInsight Lab, GeneInsight Clinic, FAST and OMS.	1.3.0.GA
GeneInsight Lab & GeneInsight Clinic	GeneInsight Clinic and GeneInsight Lab are part of a single application package built on the GeneInsight Platform. GeneInsight Lab is a knowledge management and clinical reporting solution for genetic tests. GeneInsight Clinic provides a clinician-specific solution for report delivery and variant alert notification for clinicians.	5.3.1.GA
Oligo Management System (OMS)	An application for designing, tracking, and ordering primers and probes. Built using the GeneInsight Platform.	1.1.0.GA
Clinical GIGPAD	A laboratory case management system.	3.10.2.GA
Filter, Annotation, and Storage Tool (FAST)	An application for filtering, annotating and storing exome, genome, and genetic data. Built using the GeneInsight Platform.	1.0.0.GA

Exhibit E

Licensed Products

PHS Licensed Product (Author)	Description
Alamut (Interactive Biosoftware)	PC-based genetic visualization software. Used to validate GeneInsight Lab UI-integration feature.
Access Manager (EMC/RSA)	EMC/RSA Access Manager solution used as entry point for GeneInsight user access authentication and SAML integration
GoToMyPC	Used by team members for accessing office-based desktop computers from home or other remote locations.
Microsoft Project (Microsoft)	Project planning software.
SharePoint (Microsoft)	The GeneInsight team uses SharePoint as a document repository for its QSR process.
Visio Standard 2007 (Microsoft)	Drawing and diagramming software.
Microsoft Windows 7 and XP (Microsoft)	Some team members use Partners HealthCare Windows-based computers utilizing Partners HealthCare Microsoft licenses. These computers have a Partners- specific build of the Windows operating system.
Microsoft Windows Server 2003 R3 (Microsoft)	Used for the RTF-PDF file conversion server.
Oracle RDBMS (Oracle)	Oracle 11g RAC database management software supports application data management and backup

PHS Licensed Product (Author)	Description
Veracode (Veracode)	The GeneInsight teams uses Veracode static and dynamic scanning tools and software to assess the codebase and deployed application for security
VMware Fusion (VMware)	Manages VMware cluster on which VM servers are housed.

Exhibit F

Technical and Restricted Materials

Category	Document
Standard Operating Procedures	SOP-001 GDO Document & Records Management Rev A
	SOP-005 GDO Management Review & Internal Audit Rev A
	SOP-010 GDO Training Rev A
	SOP-015 GDO Design Control Rev B
	SOP-020 GDO Risk Management Rev A
	SOP-025 GDO Supplier Management Rev A
	SOP-030 GDO Customer Contracts-Installation Rev A
	SOP-040 GDO Complaints, NCMRs and CAPAs Rev A
	SOP-045 GDO Adverse Events Field Actions & Reporting Rev A
	SOP-050 GDO Analysis of Data Rev A
	User support standard operating procedures and team communication documents maintained with Atlassian Confluence content management system.
Quality Management System	QMS-001 GDO Quality Policy Rev A
	QMS-002 GDO Quality Manual Rev A
	QMS-003 GDO Organizational Chart Rev F
Forms	FRM-001-01 GDO ECO Form Rev A
	FRM-005-01 Management Review Agenda Checklist Rev A
	FRM-005-02 GDO Internal Audit Report Rev A
	FRM-010-01 GDO Training Matrix Rev A
	FRM-010-02 GDO Employee Training Record Rev A
	FRM-010-03 GDO Group Training Record Rev A

Category	Document
	FRM-015-01 GDO Validation Protocol Template Rev A
	FRM-015-03 GDO Design Review Minutes Rev A
	FRM-015-04 GDO Design and Development Plan Template Rev A
	FRM-015-05 Master Test Plan Template Rev B
	FRM-015-06 GDO Development Checkpoint Minutes Template Rev A
	FRM-020-01 GDO FMEA Template Rev A
	FRM-020-02 GDO Risk Management Report Template Rev A
	FRM-025-01 GDO Supplier Qualification Form Rev A
	FRM-025-02 GDO Supplier Survey Rev A
	FRM-040-01 GDO NCMR Form Rev A
	FRM-040-02 GDO Complaint Form Rev A
	FRM-040-03 GDO CAPA Form Rev A
	FRM-045-01 GDO HRA HHE Rev A
	FRM-045-02 GDO FDA District Notification Rev A
	FRM-045-03 GDO Field Action Checklist
Risk Management	RM-020 Risk Management Plan Rev A
Design Control Records	DCR-002 Master Test Plan GDR 1.0.0 Rev A
	DCR-005 Release Installation Instructions FAST 1.0.0 Rev A
	DCR-006 GeneInsight FAST Release Notes 1.0.0 Rev A
	DCR-007 Hazard Analysis-FMEA FAST 1 0 0 Rev A

Category	Document
	RPT-001 Risk Management Report FAST 1.0.0 Rev A
	DCR-011 Main Functional Specification FAST 1.0.0 Rev A
	DCR-014 GeneInsight Platform Main Functional Specification Document FAST 1.0.0 Rev A
	DCR-012 Main Technical Design Document FAST 1.0.0 Rev A
	DCR-013 GeneInsight Platform Technical Design Document FAST 1.0.0 Rev A
	DCR-021 FAST User Manual 1.0.0 Rev A
	DCR-025 Design Review Meeting Minutes GDR 1.0.0 2015-05-22 Rev A
	DCR-026 Design Review Meeting Minutes GDR 1.0.0 2015-07-15 Rev A
	DCR-027 Design Review Meeting Minutes FAST 1.0.0 2015-07-20 Rev A
	DCR-028 Design Review Meeting Minutes FAST 1.0.0 2015-07-20 Rev A
	DCR-029 Design Review Meeting Minutes FAST 1.0.0 2015-08-17 Rev A
	DCR-030 Design Review Meeting Minutes FAST 1.0.0 2015-08-28 Rev A
	DCR-031 Design Review Meeting Minutes FAST 1.0.0 2015-09-04 Rev A
	DCR-032 Design Review Meeting Minutes FAST 1.0.0 2015-09-15 Rev A
	DCR-035 Development Checkpoint Meeting Minutes GDR 1.0.0 2015-06-05 Rev A
	DCR-036 Development Checkpoint Meeting Minutes FAST 1.0.0 2015-07-21 Rev A
	DCR-037 Development Checkpoint Meeting Minutes FAST 1.0.0 2015-08-13 Rev A
	DCR-038 Development Checkpoint Meeting Minutes FAST 1.0.0 2015-09-04 Rev A

Category	Document
	DCR-039 Development Checkpoint Meeting Minutes FAST 1.0.0 2015-09-17 Rev A
	RPT-002 FAST 1.0.0 Validation Results Rev A
	DCR-012 Functional Specification - GIC 5.3.0 Rev B
	DCR-013 Functional Specification - Transfer System 5.3.0 Rev B
	DCR-015 Functional Specification - LMM 5.3.0 Rev B
	DCR-017 Functional Specification - BioReference 5.3.0 Rev A
	DCR-019 Functional Specification - BWH Cardiology GIC 5.3.0 Rev A
	DCR-020 Functional Specification - BWH Genetics GIC 5.3.0 Rev A
	DCR-021 Functional Specification - Fred Litwin GIC 5.3.0 Rev A
	DCR-022 Functional Specification - MGH Genetics GIC 5.3.0 Rev A
	DCR-023 Functional Specification - PCGDR 5.3.0 Rev A
	DCR-024 Functional Specification - University of Michigan GIC 5.3.0 Rev A
	DCR-025 Functional Specification - University of Rochester GIC 5.3.0 Rev A
	DCR-014 Functional Specification - Federator GIS 5.3.1 Rev A
	DCR-001 Design and Development Plan 5.3.2 Rev A
	DCR-012 GIS 5.3.2 Technical Design Doc Rev A
	DCR-013 GIS 5.3.2 Functional Specification Doc
	DCR-021 GIS 5.3.2 Design Review Minutes 5.3.2 2016-01-28 Rev A
	DCR-022 GIS 5.3.2 Design Review Minutes 5.3.2 2016-03-02 Rev A

Category	Document
	DCR-030 GIS 5.3.2 Development Checkpoint Minutes 2016-03-02 Rev A
	RPT-001 GIS 5.3.2 Risk Management Report Rev A