

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revitas, Inc.		01/05/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Model N, Inc.		
Street Address:	1600 Seaport Boulevard, Suite 400		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94063		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4306386	FLEX	
Registration Number:	2459331	IMANY	
Registration Number:	2535589	IMANY	
Registration Number:	4306385	REVITAS	
Serial Number:	86927854	REVITAS DOCXPRT	
Serial Number:	86927874	REVITAS DOCXPRT	
Registration Number:	4520893	REVITASNOW	
CORRESPONDENCE DATA			
Fax Number:	8013550160		
<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>			
Phone:	6505374504		
Email:	trademarks@patentlawworks.net		
Correspondent Name:	Hoang-chi Truong		
Address Line 1:	201 South Main Street, Suite 250		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Hoang-chi Truong		
SIGNATURE:	/hoangchitruong/		
DATE SIGNED:	05/01/2017		

OP \$190.00 4306386

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of January 5, 2017, is entered into by and among Revitas, Inc., a corporation incorporated under the laws of the State of Delaware, located at 1735 Market Street, 37th Floor, Philadelphia, Pennsylvania 19103 ("Assignor"), and Model N, Inc., a corporation incorporated under the laws of the State of Delaware, located at 1600 Seaport Boulevard, Suite 400, Redwood City, California 94063 ("Assignee").

WHEREAS, pursuant to the Agreement and Plan of Merger dated December 12, 2016 by and among Assignee and Assignor and certain other parties (the "Acquisition Agreement"), Assignee acquired Assignor, including all of Assignee's entire right, title and interest in and to all of Assignee's business, including, without limitation, the U.S. and foreign trademark applications and registrations set forth on Schedule A (the foregoing U.S. and foreign trademark applications and registrations are herein collectively referred as the "Marks"), together with the goodwill of the business associated with the Marks.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Acquisition Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

Assignment. Assignor hereby conveys, assigns, transfers, delivers and relinquishes to Assignee and Assignee hereby accepts and receives from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business that is symbolized by the Marks including, without limitation, common law rights and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof.

Power of Attorney. Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in the preceding paragraph and, from time to time, to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Marks and to defend and compromise any and all actions, suits, and proceedings with respect to any of the Marks and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable. Assignor hereby declaring the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

Further Assurances. Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, Assignor agrees for itself and its successors, representatives and assigns

that Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the prompt execution of any instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, assignments and other documents and the taking of any actions that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Marks.

Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of California, without regard to principles of conflicts of law.

Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, each of the Parties have hereunto caused this Agreement to be duly executed on the date first above written.

ASSIGNOR:

REVITAS, INC.

By: _____

Name: Errol Hunter

Title: Director

ASSIGNEE:

MODEL N, INC.

By: _____

Name: Errol Hunter

Title: Vice President and General Counsel

SCHEDULE A

Mark	Country	Appl./Reg. No.
CHANNELWIZE	U.S.	Appln. No. 86949768
CONTRACTWIZE	U.S.	Appln. No. 86950287
FLEX	EU	Reg. No. 010984391
FLEX	U.S.	Reg. No. 4306386
IMANY	Canada	Reg. No. TMA637730
IMANY	U.S.	Reg. No. 2459331
I-MANY	EU	Reg. No. 002614568
IMANY (stylized)	Canada	Reg. No. TMA637706
IMANY (stylized)	U.S.	Reg. No. 2535589
IMANY (stylized) (color)	EU	Reg. No. 002400109
IMANY VALIDATA	Canada	TMA799969
IMANY VALIDATA	UK	Reg. No. UK00002458305
REVITAS	Canada	Reg. No. TMA888640
REVITAS	EU	Reg. No. 010984276
REVITAS	U.S.	Reg. No. 4306385
REVITAS CHANNELWIZE	U.S.	Appln. No. 86950217
REVITAS CHANNELWIZE (stylized)	U.S.	Appln. No. 86950255
REVITAS CONTRACTWIZE	U.S.	Appln. No. 86950339
REVITAS CONTRACTWIZE (stylized)	U.S.	Appln. No. 86950377
REVITAS DOCXPRT	U.S.	Appln. No. 86927854
REVITAS DOCXPRT (and design)	U.S.	Appln. No. 86927874
REVITASNOW	U.S.	Reg. No. 4520893