

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446457

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|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ALLSCRIPTS HEALTHCARE, LLC | | 10/04/2017 | Limited Liability Company: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | ALLSCRIPTS HEALTHCARE US, LP | | |
| Street Address: | 305 CHURCH AT NORTH HILLS AVENUE | | |
| City: | RALEIGH | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27609 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2962777 | HORIZON CLINICALS | |
| Registration Number: | 3138267 | PARAGON | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2149813400 | | |
| <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: | 214-981-3483 | | |
| Email: | dclark@sidley.com | | |
| Correspondent Name: | DUSAN CLARK, ESQ. | | |
| Address Line 1: | SIDLEY AUSTIN LLP | | |
| Address Line 2: | 2021 MCKINNEY AVE., SUITE 2000 | | |
| Address Line 4: | DALLAS, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 19730-10460 | | |
| NAME OF SUBMITTER: | DUSAN CLARK | | |
| SIGNATURE: | /DUSAN CLARK/ | | |
| DATE SIGNED: | 10/09/2017 | | |
| Total Attachments: 6 | | | |
| source=Emerald - Internal IP Assignment (Allscripts Healthcare to Allscripts Healthcare US LP) | | | |

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), effective as of October 4, 2017, is by and between ALLSCRIPTS HEALTHCARE, LLC, a North Carolina limited liability company with its principal place of business located at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654 ("Assignor") to ALLSCRIPTS HEALTHCARE US, LP, a Delaware limited partnership, with its principal place of business located at 305 Church At North Hills Avenue, Raleigh, North Carolina 27609 ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A, B, C, D and E (the "Assigned IP");

WHEREAS, Assignor desires to assign, and Assignee desires to acquire all worldwide right, title, and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices, Copyright Offices, and/or relevant official offices, registrars, and registries around the world.

NOW, THEREFORE, in consideration of the sum of US\$10 (ten US Dollars) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto as well as any unregistered trademarks currently used by Assignor, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").
2. Assignment of Patents. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to (i) the patents, patent applications and design patents (including registered designs) set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past,

present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents").

3. Assignment of Copyrights. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to (i) copyrights and copyright registrations set forth in Schedule C hereto, (ii) including all extensions or renewals thereof, in each case whether published or unpublished, (iii) all licenses for the use of the copyrights; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Copyrights").
4. Domain Names. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to (i) the domain names set forth in Schedule D hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the domain names; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Domain Names").
5. Non-registered Intellectual Property. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to the intellectual property listed in Schedule E hereto, including (i) any software therein, (ii) all rights to obtain registrations, renewals, and extensions, and (iii) all rights to sue or recover and retain damages and costs and attorney's fees for past, present and future infringement or misappropriation in all countries of the world.
6. Further Assurances. Assignor shall promptly do, make, execute, or deliver, or cause to be done, made, executed, or delivered, all such further acts, documents, and things as are necessary to transfer ownership of the Assigned IP to Assignee and for Assignee to record or register the Assigned IP with the relevant official office or registry.

7. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
8. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
9. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR

ALLSCRIPTS HEALTHCARE, LLC

By: *Rick Poulton*

Its: President

STATE OF Illinois)
) ss.
COUNTY OF Cook)

Before me, the undersigned authority, on this 4th day of October, 2017, personally appeared Rick Poulton known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

Notary Public



Regina Justice
(Signature of Notary)

Regina Justice
(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:

ASSIGNEE

ALLSCRIPTS HEALTHCARE US, LP

By:

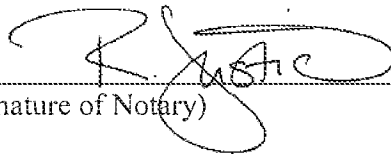
Allscripts Holdings 2, LLC
Its: Dennis Ols
VP and CFO

STATE OF Illinois)
) ss.
COUNTY OF Cook)

Before me, the undersigned authority, on this 2nd Day of October, 2017, personally appeared Dennis Ols known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

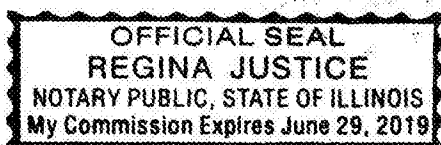
Regina Justice

Notary Public



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)



[Signature Page to IP Assignment Agreement – Allscripts Healthcare, LLC to Allscripts Healthcare US, LP]

Schedule A Registered Trademarks

| <u>Trademark</u> | <u>Country</u> | <u>Status</u> | <u>Appln. No.</u> | <u>Appln. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|-------------------|----------------|---------------|-------------------|--------------------|-----------------|------------------|
| HORIZON CLINICALS | US | Registered | 76490464 | Feb-7-2003 | 2962777 | Jun-21-2005 |
| HORIZONWP | CA | Registered | 1098552 | Apr-4-2001 | 597316 | Dec-11-2003 |
| HORIZONWP | CTM / EUTM | Registered | 2144780 | Mar-23-2001 | 2144780 | Dec-2-2003 |
| PARAGON | UK | Registered | 2549704 | Jun-8-2010 | 2549704 | Nov-12-2010 |
| PARAGON | US | Registered | 78592510 | Mar-22-2005 | 3138267 | Sep-5-2006 |