

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLSCRIPTS HEALTHCARE US, LP		10/04/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	ALLSCRIPTS SOFTWARE, LLC		
Street Address:	305 CHURCH AT NORTH HILLS AVENUE		
City:	RALEIGH		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	Limited Liability Company: 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			
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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 US, LP, a Delaware limited partnership with its principal place of business located at 305 Church At North Hills Avenue, Raleigh, North Carolina 27609 ("Assignor"), to ALLSCRIPTS SOFTWARE, LLC, a Delaware limited liability company, 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]

ACCEPTED BY:

ASSIGNEE

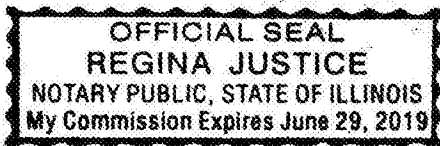
ALLSCRIPTS SOFTWARE, LLC

By: Dennis Olis
Its: 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 Olis 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



Regina Justice
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

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