### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM454546

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Softek Solutions, Inc.		06/20/2016	Corporation: KANSAS

### **RECEIVING PARTY DATA**

Name:	SOFTEK ILLUMINATE, INC.	
Street Address:	7299 W. 98th Terrace	
Internal Address:	Suite 130	
City:	Overland Park	
State/Country:	KANSAS	
Postal Code:	66212	
Entity Type:	Corporation: KANSAS	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3608560	ILLUMINATE

## CORRESPONDENCE DATA

Fax Number: 8167531536

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.

Phone: 8167531000

Email: uspt@polsinelli.com **Correspondent Name:** James M. Stipek

Address Line 1: 900 W. 48th Place, Suite 900 Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	086572-547730
NAME OF SUBMITTER:	James M. Stipek
SIGNATURE:	/James M. Stipek/
DATE SIGNED:	12/14/2017

### **Total Attachments: 5**

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### INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "IP Assignment") is made and entered into effective as of June 20, 2016 ("Effective Date"), by and between Softek Solutions, Inc. ("Assignor"), a Kansas corporation, and Softek Illuminate, Inc. ("Assignee"), a Kansas corporation.

#### RECITALS

This Assignment supplements and implements the Arbitration Award issued by Allied Business Group on June 9, 2016 (the "Arbitration Award") as it regards the assignment of all of Assignor's right, title, and interest in and to the intellectual property assets described herein.

Assignor and Assignee have entered into an Agreement, Plan Of Reorganization, And Corporate Separation, dated June 20, 2016 (the "Reorganization Plan"); and

Assignor has agreed to convey, transfer and assign to Assignee, among other assets, the Contributed Intellectual Property (as defined in the Reorganization Plan) and certain other assets, and has agreed to execute and deliver this IP Assignment.

## **NOW THEREFORE**, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, hereby grants, conveys, assigns, releases, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Contributed Intellectual Property, which includes, but is not limited to those assets described in the attached <u>Schedule A</u>, and all the goodwill of the business symbolized thereby, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Contributed Intellectual Property.
- 2. Recordation and Further Actions. Upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Contributed Intellectual Property to Assignee, or any assignee or successor thereto, and to enable Assignee to record the Contributed Intellectual Property with the appropriate administrative agency.
- 3. <u>Terms of the Arbitration Award</u>. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Arbitration Award, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Contributed Intellectual Property. The representations, warranties, covenants, agreements and indemnities contained in the Arbitration Award shall not be expanded, limited or superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Arbitration Award and the terms hereof, the terms of the Arbitration Award shall govern.

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- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Kansas, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Intellectual Property Asset Assignment.

SOFTEK SOLUTIONS, INC.  By:
SOFTEK ILLUMINATE, INC.
By: Matthew McLenon, President

- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
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IN WITNESS WHEREOF, the undersigned Assignor has executed this Intellectual Property Asset Assignment.

SOFTEK ILLUMINATE, INC.

SOFTEK SOLUTIONS, INC.

Matthew McLenon, President

# SCHEDULE A

# **Registered Trademarks**

Mark	Registration Number
ILLUMINATE	3,608,560

# **Common Law Trademarks**

Mark	
InSight	
PatientView	
ActKnowledge	
OnPatrol	
Analytics	
DiscoveryServices	
CloneSleuth	,

# **Patents and Patent Applications**

Patent No.	Title	Date of Patent
U.S. 8,180,783	DOCUMENT RANKING SYSTEMS AND METHODS	May 15, 2012
U.S. 8,285,703	DOCUMENT CRAWLING SYSTEMS AND METHODS	October 9, 2012
Application Serial No. 14/100,830	SYSTEM AND METHOD FOR DATA- MINING FROM FREE-TEXT CLINICAL REPORTS	Filed November 18, 2013
Application Serial No. 61/177,956	HEALTHCARE INFORMATION MANAGEMENT SYSTEMS AND METHODS	Filed May 13, 2009
Application Serial No. 12/761,455	HEALTHCARE INFORMATION MANAGEMENT SYSTEMS AND METHODS	April 16, 2010

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Application Serial No. 12/850,914	HEALTHCARE INFORMATION MANAGEMENT SYSTEMS AND METHODS	August 5, 2010
Application Serial No. 61/177,793	DOCUMENT RANKING SYSTEMS AND METHODS	Filed May 13, 2009
Application Serial No. 61/177,801	DOCUMENT CRAWLING SYSTEMS AND METHODS	Filed May 13, 2009
Application Serial No. 12/761,454	DOCUMENT CRAWLING SYSTEMS AND METHODS	Filed April 16, 2010
U.S. Patent No. 9,223,836	Document Ranking Systems and Methods	Filed April 13, 2012 (Division of U.S. Patent No. 8,180,783)

# Federal Copyright Registrations

Title	Registration Number
Illuminate	TX 7-522-902

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**RECORDED: 12/14/2017** 

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