

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUADRANT 4 SYSTEM CORPORATION		03/30/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Advanced Plan Analytics, LLC		
Street Address:	3575 Piedmont Road		
Internal Address:	Building 15, Suite 730		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86504476	QHIX HYBRID EXCHANGE	
Serial Number:	86244753	CONNECTING TECHNOLOGY TO HEALTHCARE	
Serial Number:	85204990	EMPOWHR	
Serial Number:	85254799	1INVOICE	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	(803) 799-2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	301 S. College Street		
Address Line 2:	23rd Floor, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	033096/09052		
NAME OF SUBMITTER:	Christopher D. Casavale		
SIGNATURE:	/Christopher D. Casavale/		
DATE SIGNED:	04/06/2018		

CH \$115.00 86504476

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Trademark Assignment*"), dated as of March 30, 2018, is made by QUADRANT 4 SYSTEM CORPORATION, an Illinois corporation ("*Seller*"), in favor of ADVANCED PLAN ANALYTICS, LLC, a Delaware limited liability company ("*Buyer*"), as nominee of BIP QUADRANT 4 DEBT FUND I, LLC, a Delaware limited liability company ("*BIP*") under the Asset Purchase Agreement (defined below).

WHEREAS, under the terms of (i) that certain Order Approving Settlement and Authorizing Private Sale of the Debtor's Residual Software Platforms and Related Assets Free and Clear of Liens, Claims, Encumbrances and Interests, Assumption and Assignment of Executory Contracts and Unexpired Leases, and Related Relief ("*Sale Order*"), entered on March 21, 2018 by the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, Case No. 17-19689, and (ii) that certain Settlement and Asset Purchase Agreement, dated March 30, 2018 ("*Asset Purchase Agreement*"), by and among BIP and Seller, Seller has conveyed, transferred, and assigned to BIP, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office; and

WHEREAS, Buyer, a wholly owned subsidiary of BIP, is the nominee of BIP under the Asset Purchase Agreement, and has assumed all rights and obligations of BIP arising thereunder.

NOW THEREFORE, the parties agree as follows:

I. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the provisions of the Asset Purchase Agreement and the Sale Order and any limitations set forth therein, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "*Assigned Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and/or applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing.

Buyer accepts Seller's right, title and interest in and to the Assigned Trademarks as an "as is," "where is" assignment, and Buyer acknowledges that such assignment is being made without representation or warranty of any kind except as expressly set forth in the Asset Purchase Agreement or the Sale Order.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark to record and register this Trademark Assignment upon request by Buyer.


3. Governing Law. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

{Signature on following page.}

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER

QUADRANT 4 SYSTEM CORPORATION

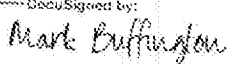
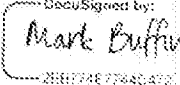
By: 
Name: ROBERT STEELE
Title: CEO

ACCEPTED THIS 30TH DAY OF MARCH, 2018:

BUYER

ADVANCED PLAN ANALYTICS, LLC

By: BIP Quadrant 4 Debt Fund I, LLC, its Manager

DocuSigned by:

By: 

Name: Mark Buffington

Title: Manager

Schedule 1

ASSIGNED TRADEMARKS

Image	Mark	Serial Number	Filing Date
QHIX HYBRID EXCHANGE	QHIX HYBRID EXCHANGE	86504476	January 15, 2015
CONNECTING TECHNOLOGY TO HEALTHCARE	CONNECTING TECHNOLOGY TO HEALTHCARE	86244753	April 7, 2014
EmpowHR	EMPOWHR	85204990	December 23, 2010
Invoice	INVOICE	85254799	March 1, 2011

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