

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PokitDok, Inc.		12/14/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Change Healthcare Solutions, LLC		
Street Address:	5995 Windward Parkway		
Internal Address:	Change Healthcare Legal Department		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5020527	POKITDOK	
Serial Number:	87329257	DOKCHAIN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	404 338-3364		
Email:	odessa.roberts@changehealthcare.com		
Correspondent Name:	Odessa Roberts		
Address Line 1:	5995 Windward Parkway		
Address Line 2:	Change Healthcare Legal Department		
Address Line 4:	Alpharetta, GEORGIA 30005		
NAME OF SUBMITTER:	Odessa Roberts		
SIGNATURE:	/Odessa Roberts/		
DATE SIGNED:	01/17/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made as of December 14, 2018 by and between Change Healthcare Solutions, LLC, a Delaware limited liability company ("Purchaser"), and PokitDok, Inc., a Delaware corporation (the "Seller", and together with the Purchaser, the "Parties").

RECITALS

A. The Seller and the Purchaser are entering into that certain Asset Purchase Agreement, dated as of the date hereof (the "Agreement"), whereby the Seller is selling to the Purchaser all of the Seller IP related to the Business (except for any and all intellectual property associated with the Pharmacy Business, the "Pharmacy IP") including the Trademark applications and registrations set forth on Schedule 1 attached hereto and the Domain Names set forth on Schedule 2 attached hereto (collectively, the "Transferred Intellectual Property").¹ Capitalized terms used herein but not defined shall have the meanings set forth in the Agreement.

B. This Assignment is being executed and delivered pursuant to Section 5.4(c) of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Transfer of the Transferred Intellectual Property. The Seller hereby irrevocably sells, assigns, conveys, transfers and delivers:

(a) the Transferred Intellectual Property and all of the Seller's right, title and interest therein and thereto, free and clear of all Liens (other than Permitted Liens) unto the Purchaser and its successors and assigns, provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1, the transfer of such applications accompanies, pursuant to the Agreement, the transfer of Seller's business, or portion of the business to which the Trademark pertains along with the common law rights and goodwill of the business, and that business is ongoing and existing;

(b) rights to file and register the Transferred Intellectual Property in the Purchaser's name with any Governmental Entity;

(c) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office, in any other public offices of any Governmental Entities throughout the world and with the applicable Internet domain name registrar for each Domain Name;

(d) goodwill associated with the Transferred Intellectual Property;

¹ PokitDok Patents (as defined in that certain Patent Assignment Agreement dated as of the date hereof, as between Seller and Change Healthcare Holdings, LLC), while included in the Seller IP acquired by Purchaser, are not included in the Transferred Intellectual Property hereunder.

(e) rights to sue for, collect and retain damages predicated on past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of the Transferred Intellectual Property, as well as all other claims and rights to damages, restitution and injunctive and other legal and equitable relief associated with the Transferred Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and

(f) 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.

The Parties acknowledge and agree that the Pharmacy IP is not part of the Transferred Intellectual Property and is not being sold or assigned as part of this Assignment or the Agreement and shall remain the sole and exclusive property of Seller.

2. Further Assurances. The Seller shall execute, acknowledge and deliver to the Purchaser such further instruments and documents which relate to the Transferred Intellectual Property as set forth in this Assignment as the Purchaser may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of the Purchaser's exclusive rights to the Transferred Intellectual Property and all claims or rights thereunder.

3. No Retained Rights. The Seller's assignment of the Transferred Intellectual Property to the Purchaser under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) of Seller in the Transferred Intellectual Property, whether currently existing or arising or recognized in the future. The Seller does not reserve or retain any right, title or interest in the Transferred Intellectual Property.

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.

5. Conflicts. This Assignment is subject in all events to the terms and conditions of the Agreement. In the event of a conflict or inconsistency between this Assignment and the Agreement, the terms of the Agreement shall prevail.

6. Counterparts. This Assignment may be executed in any number of counterparts, including electronic (portable document format (.pdf)) and facsimile counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

PURCHASER:

CIANGE HEALTHCARE SOLUTIONS, LLC,
a Delaware limited liability company

By: 
Name: Carrie Raliff
Title: Assistant Secretary

SELLER:

POKITDOK, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.


PURCHASER:

CHANGE HEALTHCARE SOLUTIONS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SELLER:

POKITDOK, INC.,
a Delaware corporation

By: 
Name: Joseph J. Murad
Title: Pres. & CEO

**SCHEDULE I
TRADEMARKS**

Mark	Country	Appl'n No./ Filing Date	Reg. No./ Reg. Date	Record Owner	Status
POKITDOK	U.S.	86717359 August 6, 2015	5020527 August 16, 2016	PokidDok, Inc.	Registered
DOKCHAIN	U.S.	87329257 February 8, 2017		PokidDok, Inc.	Allowed Statement of Use and/or Extension of Time Due 3/5/2019
POKITDOK	WIPO	IR 1309178 February 5, 2016	IR 1309178 February 5, 2016	PokidDok, Inc.	Registered
POKITDOK	Canada	1766741 February 5, 2016		PokidDok, Inc.	Allowed Response due 2/9/2019
POKITDOK	China (WIPO extension)	IR 1309178 February 5, 2016	November 1, 2017	PokidDok, Inc.	Registered
POKITDOK	EU	015079064 February 5, 2016	015079064 June 3, 2016	PokidDok, Inc.	Registered
DOKCHAIN	EU	017052162 July 31, 2017	017052162 November 28, 2017	PokidDok, Inc.	Registered
PokidDok	India (WIPO extension)	IR 1309178 February 5, 2016	IR 1309178 June 15, 2018	PokidDok, Inc.	Registered
POKITDOK	Japan (WIPO extension)	IR 1309178 February 5, 2016	IR 1309178 August 25, 2017	PokidDok, Inc.	Registered