

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520051

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900494089		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orchestral Developments Limited		10/31/2018	Corporation: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	InterOperability Bidco, Inc.		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2910269	RHAPSODY	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
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ATTORNEY DOCKET NUMBER:	216610/3		
NAME OF SUBMITTER:	P. Daniel Healow		
SIGNATURE:	/P. Daniel Healow/		
DATE SIGNED:	04/20/2019		
Total Attachments: 14			
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Deed of Assignment

relating to
Trade Marks

Orchestral Developments Limited
Assignor

and

InterOperability Bidco, Inc.
Assignee

Date
October 31, 2018

BELL GULLY

AUCKLAND VERO CENTRE, 48 SHORTLAND STREET
PO BOX 4199, AUCKLAND 1140, NZ CP2020, NEW ZEALAND
TEL 64 9 916 8800 FAX 64 9 916 8801

TRADEMARK
REEL: 006624 FRAME: 0561

This Deed of Assignment is made on October 31, 2018

between (1) **Orchestral Developments Limited (Assignor)**

and (2) **InterOperability Bidco, Inc. (Assignee)**

Introduction

- (A) The Assignor is the current legal recorded owner of the Trade Marks.
- (B) The Assignor, InterOperability Bidco, Inc (the Purchaser), InterOperability Holdings, LLC, Orion 2018 Limited and Orion Health Group Limited are party to an Asset Sale and Purchase Agreement dated 3 July 2018 (as amended, assigned, novated or substituted from time to time, the Sale and Purchase Agreement).
- (C) Under the terms of the Sale and Purchase Agreement, the Assignor has agreed to sell and the Purchaser has agreed to purchase (amongst other assets) the Trade Marks.
- (D) The parties wish to enter into this Deed to record, effect and confirm the assignment of all the Assignor's legal rights, title and interest in and to the Trade Marks from the Assignor to the Assignee.

It is agreed

1. Definitions and interpretation

1.1 In this Deed unless the context otherwise requires:

Completion has the meaning given to it in the Sale and Purchase Agreement;

Deed means this document;

Intellectual Property Rights has the meaning given to it in the Sale and Purchase Agreement;

Sale and Purchase Agreement has the meaning given to it in the Introduction; and

Trade Marks means the trade marks and trade mark registrations listed in the Schedule to this Deed.

1.2 In this Deed, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Deed;
- (b) words importing the singular include the plural and vice versa;
- (c) a reference to this Deed includes Schedule 1;
- (d) a reference to a party includes the party's successors, legal personal representatives

and permitted assigns;

- (e) no provision of this Deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Deed or that provision;
- (f) a reference to an agreement other than this agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (g) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind; and
- (h) a reference to a body other than a party to this Deed (including an institute, association or authority) whether statutory or not which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2. Assignment

With effect on and from Completion, the Assignor assigns to the Assignee:

- (a) its entire right, interest and title in and to the Trade Marks together with the Intellectual Property Rights in the Trade Marks; and
- (b) all rights and entitlements of the Assignor to take action and recover any damages or other legal remedies available to the Assignor against third parties for any infringement of the Trade Marks or for any breach of the Intellectual Property Rights in the Trade Marks, whether or not such infringement or breach took place prior to Completion.

3. Condition

The assignment of the Trade Marks and the Intellectual Property Rights in the Trade Marks pursuant to this Deed is conditional in all respects (as a condition precedent) on Completion occurring.

4. Recording of assignments

The Assignee agrees to apply to record the assignment of the Trade Marks in all applicable trade mark registers, and will bear all costs (including but not limited to official fees, associate fees and other legal and administrative fees) of recording the assignment in those trade mark registers.

5. Further assurance

Each party will take all steps, execute all documents and do everything reasonably required by the other to give effect to this Deed according to its true intent and to achieve registration of the Assignee's right, title and interest in the Trade Marks.

6. Variation

This Deed cannot be varied or amended unless the variation or amendment is in writing and

signed by all parties to this Deed.

7. Severability

If any of the provisions of this Deed are invalid or unenforceable, the invalidity or unenforceability is not to affect the operation, construction or interpretation of any other provision of this Deed, with the intent that the invalid or unenforceable provision is, to the extent required, to be treated for all purposes as severed from this Deed.

8. Execution of counterparts

This Deed may be executed in any number of counterparts each of which is deemed to be an original, and all of which constitute one instrument.

9. Governing law and exclusive jurisdiction

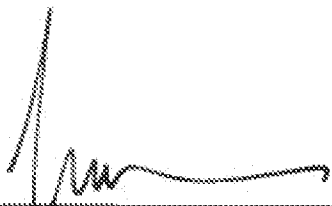
This Deed shall be governed by and construed in accordance with the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

Execution

Executed as a Deed.

Date: October 31, 2018

Executed for and on behalf of
Orchestral Developments Limited by:


.....
Director

Ian McCrae
.....
Print name


.....
Witness Signature

JOHN JAMES WHIRLEY
.....
Print Name

Strategic Projects
.....
Witness Occupation

AUCKLAND
.....
Place of residence

InterOperability Bidco, Inc. by:

.....
Director

DAVID ISSOTT
.....
Print name

.....
Director

YASEMIN ARIK
.....
Print name

Execution

Executed as a Deed.

Date: October 31, 2018

Executed for and on behalf of
Orchestral Developments Limited by:

Director

Print name


Witness Signature

Print Name

Witness Occupation

Place of residence


InterOperability Bidco, Inc. by:



Director

DAVID ISSOTT

Print name



Director

YASEMIN ARIK

Print name

Schedule: Trade Marks

Country	Mark	Number	Class	Proprietor	Registration Date	Status
New Zealand	RHAPSODY	638077	9	Orchestral Developments Limited	22 November 2001	Registered
	RHAPSODY	804837	16	Orchestral Developments Limited	10 December 2009	Registered
	SYMPHONIA	639345	9	Orchestral Developments Limited	17 December 2001	Registered
	SYMPHONIA	804838	16	Orchestral Developments Limited	8 October 2009	Registered
United States	RHAPSODY	4677029	9, 16	Orchestral Developments Limited	13 June 2013	Protected
United States	RHAPSODY	2910269	41	Orchestral Developments Limited	14 December 2004	Registered
Australia	RHAPSODY	1610979	9, 16	Orchestral Developments Limited	13 June 2013	Protected

International Trademark Number 1194861 RHAPSODY in the name of Orchestral Developments Limited registered 13 June 2013 and registered as RHAPSODY in the following jurisdictions:

Country	Class	Status
Australia	9, 16	Protected
Bahrain	9, 16	Registration
Switzerland	9, 16	Grant of Protection
China	9, 16	Partial Provisional Refusal
European Union	16	Accepted
United Kingdom	9	Protected
Iceland	9, 16	Protected
International Register	9, 16	Registered
Japan	9, 16	Refused
Republic of Korea	9, 16	Granted

Country	Class	Status
Mexico	9, 16	Partial Provisional Refusal
Norway	9, 16	Protected
Sultanate of Oman	9, 16	Registration
Philippines	9, 16	Subsequent Designation Granted
Russian Federation	9, 16	Partial Provisional Refusal
Singapore	9, 16	Protected
Turkey	9, 16	Refused
Ukraine	9, 16	Protected
United States	9, 16	Protected
Vietnam	9, 16	Grant of Protection

Deed

relating to

Asset Sale and Purchase Agreement

Orchestral Developments Limited

Vendor

and

InterOperability Bidco, Inc.

Purchaser

and

InterOperability Holdings, LLC

Hg Holdco

and

Orion Health Group Limited

Orion

and

Orion 2018 Limited

Orion IO Newco

Date 30 October 2018

BELL GULLY

AUCKLAND VERO CENTRE, 48 SHORTLAND STREET
PO BOX 4199, AUCKLAND 1140, DX CP20509, NEW ZEALAND
TEL 64 9 916 8800 FAX 64 9 916 8801

TRADEMARK
REEL: 006624 FRAME: 0569

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Schedule 1: Amended and restated APA8

This Deed is made on

30 October 2018

between (1) **Orchestral Developments Limited (Vendor)**
and (2) **InterOperability Bidco, Inc. (Purchaser)**
and (3) **InterOperability Holdings, LLC (Hg Holdco)**
and (4) **Orion Health Group Limited (Orion)**
and (5) **Orion 2018 Limited (Orion IO Newco)**

Introduction

- A. The parties entered into an Asset Sale and Purchase Agreement relating to the IO Business dated 3 July 2018 (the APA).
- B. The parties wish to amend and restate the APA, and record certain matters relating to the APA, on the terms set out in this Deed.

It is agreed

1. Adoption of terms from APA

Unless otherwise defined, terms defined, principles of interpretations set out, and references construed in the APA have the same definition or construction in this Deed.

2. Amendment and restatement

The parties irrevocably agree that the APA is amended and restated in the form set out in Schedule 1 to this Deed.

3. Confirmation

Other than as amended and restated by this Deed, the APA, as amended and restated by this Deed, remains in full force and effect in accordance with its terms.

4. Miscellaneous

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Assets means each of the following assets of the IO Business:

- (a) the Intellectual Property;
- (b) the benefit of the Business Agreements to the extent transferred under this Agreement, including any Accrued Revenue attributable to those Business Agreements;
- (c) the Tangible Assets;
- (d) the Business Records;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Goodwill means the goodwill in or attaching to the Assets (including the benefit of the Business Agreements to the extent transferred under this Agreement and the Business Records) and in the trading reputation of the IO Business as at Completion which, the parties acknowledge, will transfer to the Purchaser at Completion by virtue of the transfer of the Assets and IO Business.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. Purchase Price and other payments

5.1 Consideration for the Assets

In consideration for the sale of the IO Business and Assets to the Purchaser under clause 2.1, the Purchaser must:

- (a) pay the Purchase Price in accordance with this clause 5; and
- (b) assume liability for, and perform, pay and discharge when due, the Assumed Liabilities with effect from Completion.

5.2 Consideration

(a) Purchase Price

The Purchase Price payable by the Purchaser to the Vendor for the IO Business and Assets (together with any Goodwill attached thereto) is [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]