

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM533247

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American College of Cardiology Foundation		07/02/2019	*Non-profit Corporation: DC
RECEIVING PARTY DATA			
Name:	Allscripts Healthcare, LLC		
Street Address:	222 Merchandise Mart Plaza		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Limited Liability Company:	* NORTH CAROLINA	
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4802671	DIABETES COLLABORATIVE REGISTRY	
Registration Number:	3899856	PINNACLE REGISTRY	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	312 977 4400		
Email:	lhargreaves@nixonpeabody.com		
Correspondent Name:	Elizabeth Baio		
Address Line 1:	70 W. Madison Street, 35th Floor		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Elizabeth Baio		
SIGNATURE:	/Elizabeth W. Baio, Reg. No. 62,744/		
DATE SIGNED:	07/24/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Trademark Assignment”) is effective as of July 2, 2019 and is between American College of Cardiology Foundation, a District of Columbia nonprofit corporation (the “Assignor”) and Allscripts Healthcare, LLC, a North Carolina limited liability company (the “Assignee”).

RECITALS

A. The Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the Business (as defined in the Purchase Agreement (as defined below)) associated therewith (collectively referred to as the “Marks”);

B. Pursuant to the terms of that certain Agreement for Purchase and Sale of Assets dated as of June 6, 2019 by and among the Assignor and the Assignee (the “Purchase Agreement”), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the Business associated with the Marks, together with that portion of Assignor’s business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “Commissioner”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations

resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to All Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce All Marks.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of 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) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

* * *

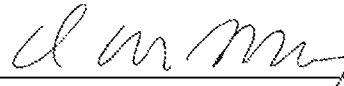
IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

AMERICAN COLLEGE OF CARDIOLOGY
FOUNDATION

ALLSCRIPTS HEALTHCARE, LLC

By: 
Name: Timothy W. Attebery, DSc, MBA, FACHE
Its: Chief Executive Officer

By: _____
Name: Tom Langan
Its: Chief Executive Officer - Veradigm

Address for Notices:
American College of Cardiology Foundation
2400 N Street NW
Washington, DC 20037
Facsimile: (202) 375-7000

Address for Notices:

Facsimile: _____

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ASSIGNOR:

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ALLSCRIPTS HEALTHCARE, LLC

By: _____
Name: Timothy W. Attebery, DSc, MBA, FACHE
Its: Chief Executive Officer

By: 
Name: Tom Langan
Its: Chief Executive Officer - Veradigm


Address for Notices:

Facsimile: _____

Address for Notices:
222 Merchandise Mart Plaza
Suite 2024
Chicago, Illinois 60654
Facsimile: legal.notices@allscripts.com

Schedule A

Trademark Applications and Registrations

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date	International Class
DIABETES COLLABORATIVE REGISTRY and Design 	United States of America	86/455872	11/17/2014	4802671	9/1/2015	44
PINNACLE REGISTRY	Brazil	909639620	7/6/2015	909639620	12/5/2017	44
PINNACLE REGISTRY	India	1271044	7/3/2015	3235216	12/1/2018	35
PINNACLE REGISTRY	Madrid Protocol (TM)	1271044	7/3/2015	1271044	7/3/2015	35
PINNACLE REGISTRY	United States of America	85/035257	5/11/2010	3899856	1/4/2011	35

Common Law Trademarks

None.