

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536681

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|-----------------------------------|----------------------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ZappRx, Inc. | | 06/10/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Allscripts Healthcare, LLC | | |
| Street Address: | 222 Merchandise Mart Plaza | | |
| Internal Address: | Suite 2024 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60654 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 19 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88033952 | POWERED BY ZAPPRX | |
| Serial Number: | 88033949 | POWERED BY ZAPPRX | |
| Serial Number: | 88033946 | POWERED BY ZAPPRX | |
| Serial Number: | 88033922 | POWERED BY ZAPPRX | |
| Serial Number: | 87435357 | SPECIALTY REORDERED | |
| Serial Number: | 87435348 | Z | |
| Serial Number: | 87435355 | ZAPPRX | |
| Serial Number: | 87435352 | ZAPPRX | |
| Serial Number: | 88031503 | ZAPPRX CERTIFIED | |
| Serial Number: | 88031502 | ZAPPRX CERTIFIED | |
| Serial Number: | 88031501 | ZAPPRX CERTIFIED | |
| Serial Number: | 88031494 | ZAPPRX CERTIFIED | |
| Serial Number: | 88031523 | ZAPPRX NETWORK | |
| Serial Number: | 88031516 | ZAPPRX NETWORK | |
| Serial Number: | 88031513 | ZAPPRX NETWORK | |
| Serial Number: | 88031510 | ZAPPRX NETWORK | |
| Registration Number: | 5646232 | Z | |
| Registration Number: | 5646234 | ZAPPRX | |

CH \$490.00 88033952

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 5646233 | ZAPPRX |

CORRESPONDENCE DATA

Fax Number: 3129774405

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: 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: | 08/15/2019 |

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment"), dated as of June 10, 2019, is by ZappRx, Inc., a Delaware corporation ("Assignor") for the benefit of Allscripts Healthcare, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks and trademark applications listed on the attached Schedule A:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement ("Purchase Agreement") as of June 10, 2019, pursuant to which Assignor is selling certain assets to Assignee, including the trademarks listed on the attached Schedule A; and

WHEREAS, pursuant to the Purchase Agreement, the Assignee has acquired Assignor's entire ongoing and existing business or that portion of the business to which any intent-to-use mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060, including all right, title and interest in and to the Assigned Marks (as defined below), including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the Trademark Office.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Marks"). Assignee is the successor-in-interest to the ongoing and existing business of Assignor, or that portion of the business to which any intent-to-use trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060.
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of

corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's reasonable expense, Assignor shall take such steps and actions, and provide such 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 necessary to effect, evidence, or perfect the assignment of the Assigned Marks to Assignee, or any assignee or successor thereto.

3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
6. Miscellaneous. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNEE

ALLSCRIPTS HEALTHCARE, LLC

By: *Tom Langan*

Name: Tom Langan

Title: CEO -- Veradigm

Date: June 10, 2019

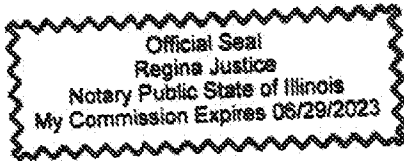
STATE OF IL)
) ss.
COUNTY OF Cook)

Before me, the undersigned authority, on this 10th day of June, 2019, personally appeared Tom Langan known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

Regina Justice

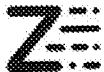


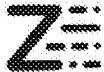

Notary Public

Regina Justice
(Signature of Notary)



(Legibly Print or Stamp Name of Notary)





Schedule A-Trademarks

| MARK | COUNTRY | SER. NO. | FILE DATE | REG. NO. | REG. DATE |
|----------------------------------------------------------------------------------------------------------|---------|----------|------------|----------|------------|
| SPECIALTY REORDERED | China | 27262889 | 11/03/2017 | 27262889 | 10/21/2018 |
| SPECIALTY REORDERED | China | 27262888 | 11/03/2017 | 27262888 | 10/21/2018 |
| SPECIALTY REORDERED | China | 27262887 | 11/03/2017 | 27262887 | 10/14/2018 |
| SPECIALTY REORDERED | China | 27262886 | 11/03/2017 | 27262886 | 10/14/2018 |
| Z Logo  | China | 27261184 | 11/03/2017 | 27261184 | 10/14/2018 |
| Z Logo  | China | 27261183 | 11/03/2017 | 27261183 | 10/14/2018 |
| Z Logo  | China | 27261182 | 11/03/2017 | 27261182 | 10/14/2018 |
| Z Logo  | China | 27262890 | 11/03/2017 | 27262890 | 10/14/2018 |
| ZAPPRX | China | 27261192 | 11/03/2017 | 27261192 | 10/21/2018 |
| ZAPPRX | China | 27261191 | 11/03/2017 | 27261191 | 10/14/2018 |
| ZAPPRX | China | 27261190 | 11/03/2017 | 27261190 | 10/21/2018 |
| ZAPPRX | China | 27261189 | 11/03/2017 | 27261189 | 10/21/2018 |
| ZAPPRX (Stylized)  | China | 27261188 | 11/03/2017 | 27261188 | 10/21/2018 |

Schedule A to Trademark Assignment Agreement

TRADEMARK
REEL: 006720 FRAME: 0781

| MARK | COUNTRY | SER. NO. | FILE DATE | REG. NO. | REG. DATE |
|----------------------------------------|----------------|-------------|------------|----------|------------|
| ZAPPRX (Stylized) ZappRx | China | 27261187 | 11/03/2017 | 27261187 | 10/21/2018 |
| ZAPPRX (Stylized) ZappRx | China | 27261186 | 11/03/2017 | 27261186 | 10/21/2018 |
| ZAPPRX (Stylized) ZappRx | China | 27261185 | 11/03/2017 | 27261185 | 10/21/2018 |
| SPECIALTY REORDERED | European Union | 17426421 | 11/02/2017 | 17426421 | 05/22/2018 |
| Z Logo Z | European Union | 17426404 | 11/02/2017 | 17426404 | 05/22/2018 |
| ZAPPRX | European Union | 17426388 | 11/02/2017 | 17426388 | 05/22/2018 |
| ZAPPRX (Stylized) ZappRx | European Union | 17426396 | 11/02/2017 | 17426396 | 05/22/2018 |
| SPECIALTY REORDERED | Japan | 2017-145081 | 11/02/2017 | 6093386 | 10/26/2018 |
| Z Logo Z | Japan | 2017-145080 | 11/02/2017 | 6093385 | 10/26/2018 |
| ZAPPRX | Japan | 2017-145078 | 11/02/2017 | 6093383 | 10/26/2018 |
| ZAPPRX (Stylized) | Japan | 2017-145079 | 11/02/2017 | 6093384 | 10/26/2018 |
| POWERED BY ZAPPRX | United States | 88/033952 | 07/11/2018 | | |
| POWERED BY ZAPPRX | United States | 88/033949 | 07/11/2018 | | |
| POWERED BY ZAPPRX | United States | 88/033946 | 07/11/2018 | | |
| POWERED BY ZAPPRX | United States | 88/033922 | 07/11/2018 | | |
| SPECIALTY REORDERED | United States | 87/435357 | 05/03/2017 | | |

| MARK | COUNTRY | SER. NO. | FILE DATE | REG. NO. | REG. DATE |
|---------------------------------------------------------------------------------------------------------|---------------|-----------|------------|----------|------------|
| Z Logo  | United States | 87/435360 | 05/03/2017 | 5646232 | 01/08/2019 |
| Z Logo  | United States | 87/435348 | 05/03/2017 | | |
| ZAPPRX | United States | 87/435364 | 05/03/2017 | 5646234 | 01/08/2019 |
| ZAPPRX | United States | 87/435355 | 05/03/2017 | | |
| ZAPPRX (Stylized)  | United States | 87/435362 | 05/03/2017 | 5646233 | 01/08/2019 |
| ZAPPRX (Stylized)  | United States | 87/435352 | 05/03/2017 | | |
| ZAPPRX CERTIFIED | United States | 88/031503 | 07/10/2018 | | |
| ZAPPRX CERTIFIED | United States | 88/031502 | 07/10/2018 | | |
| ZAPPRX CERTIFIED | United States | 88/031501 | 07/10/2018 | | |
| ZAPPRX CERTIFIED | United States | 88/031494 | 07/10/2018 | | |
| ZAPPRX NETWORK | United States | 88/031523 | 07/10/2018 | | |
| ZAPPRX NETWORK | United States | 88/031516 | 07/10/2018 | | |
| ZAPPRX NETWORK | United States | 88/031513 | 07/10/2018 | | |
| ZAPPRX NETWORK | United States | 88/031510 | 07/10/2018 | | |