

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R1 RCM, INC.		10/30/2020	Corporation: DELAWARE
INTERMEDIX CORPORATION		10/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ADVANCED DATA PROCESSING, INC.		
Street Address:	5000 TUTTLE CROSSING BOULEVARD		
Internal Address:	C/O SARNOVA HOLDINGS, INC.		
City:	DUBLIN		
State/Country:	OHIO		
Postal Code:	43016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3248573	TRIPTIX	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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)455-2333		
Email:	ksolomon@stblaw.com		
Correspondent Name:	BOBBIE BURROWS, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	003471/0007		
NAME OF SUBMITTER:	BOBBIE BURROWS		
SIGNATURE:	/BB/		
DATE SIGNED:	11/03/2020		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”), effective as of the 30 day of October, 2020 (“**Effective Date**”), by and between R1 RCM, Inc. (“**R1**”) and Intermedix Corporation (“**Intermedix**” and together with R1, “**Assignors**”), on the one hand, and Advanced Data Processing, Inc. (“**Assignee**”, and each of Assignee and Assignors, a “**Party**” and together, the “**Parties**”).

WHEREAS, pursuant to the Stock Purchase Agreement entered into on July 19, 2020, by and among Assignors, Assignee, Scombrid Holdings L.P. and Sarnova Holdings, Inc. and (the “**SPA**”, capitalized terms used but not defined herein have the meanings ascribed therein), Intermedix has agreed to sell to Purchaser the Shares of Assignee;

WHEREAS, Assignors have agreed to assign, convey and transfer to Assignee the entirety of Assignors’ and their Subsidiaries’ (other than the Company Group) right, title and interest in and to certain Owned Intellectual Property (as that term is defined in the SPA, which includes certain trademark registrations and applications;

NOW, THEREFORE, for a portion of the consideration in the SPA and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows.

1. Assignment: Assignors, on behalf of themselves and their Subsidiaries (other than the Company Group), hereby assign, convey and transfer to Assignee, free and clear of all Liens, all trademark registrations and applications listed on Exhibit A, including all goodwill symbolized thereby and all common law rights related thereto (the “**Transferred Trademarks**”);

2. Recordation. Assignors hereby authorize Assignee to request, and hereby request, the Commissioner for Trademarks of the United States and any other official of any applicable governmental authority to record and issue any and all Trademarks included in the Transferred Trademarks to and in the name of Assignee.

3. Delivery by Electronic Transmission. This Agreement, to the extent signed and delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail, shall be treated in all manner and respects as an original contract.


4. Counterparts. This Agreement may be executed in multiple counterparts.

5. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the Exhibits hereto shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (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.

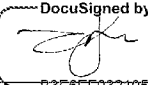
6. Further Assurances. At a Party’s reasonable request, the other Party shall take all actions and execute all documents as are reasonably necessary to evidence and effectuate this Agreement and further its intents and purposes.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

R1 RCM Inc.
(on behalf of itself and its Subsidiaries)

DocuSigned by:

By: _____
B3E6EF032105416...
Name: Vijay Kotte
Title: Executive Vice President, Physician Services

Intermedix Corporation
(on behalf of itself and its Subsidiaries)

DocuSigned by:

By: _____
B3E6EF032105416...
Name: Vijay Kotte
Title: Executive Vice President

Advanced Data Processing, Inc.

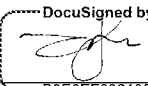
DocuSigned by:

By: _____
B3E6EF032105416...
Name: Vijay Kotte
Title: Executive Vice President

Exhibit A

Assigned Trademarks

Registered Trademarks and Trademark Applications

Registered owner/ Grantor	Jurisdiction	Title	Registration No.	Registration Date
Intermedix Corporation	U.S.	TRIPTIX	3248573	5/29/2007