

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621561

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900584547		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allscripts Software, LLC		10/15/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Strata Decision Technology, LLC		
Street Address:	200 E. Randolph Street		
Internal Address:	49th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5999527	EPSI	
Registration Number:	5964481	EPSI	
Registration Number:	5899223	REALCOST	
CORRESPONDENCE DATA			
Fax Number:	5168223582		
<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:	516-822-3550		
Email:	gthdocket@hbiplaw.com		
Correspondent Name:	Hoffmann & Baron, LLP		
Address Line 1:	6900 Jericho Turnpike		
Address Line 2:	Suite 200		
Address Line 4:	Syosset, NEW YORK 11791		
NAME OF SUBMITTER:	Glenn T. Henneberger		
SIGNATURE:	/glenn t. henneberger/		
DATE SIGNED:	01/21/2021		
Total Attachments: 14			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “*Assignment*”), dated effective as of October 15, 2020 (the “*Effective Date*”), is entered into by and among Allscripts Software, LLC, a Delaware limited liability company (“*Allscripts Software*”), Allscripts Healthcare, LLC, a North Carolina limited liability company (“*Allscripts Healthcare*” and, together with Allscripts Software, “*Sellers*”), and Strata Decision Technology LLC, an Illinois limited liability company (“*Buyer*”). Sellers and Buyer are sometimes collectively referred to herein as the “*Parties*” and individually as a “*Party*.” Capitalized terms used in this Assignment but not otherwise defined in this Assignment have the meaning assigned to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Sellers, Allscripts Healthcare Solutions, Inc., a Delaware corporation, Buyer, and, solely for purposes of Article VI and Section 12.18 thereof, Roper Technologies, Inc., a Delaware corporation, have entered into that certain Asset Purchase Agreement, dated as of July 30, 2020 (as such agreement may be amended, modified or supplemented in accordance with its terms, the “*Purchase Agreement*”), pursuant to which Sellers have agreed to sell and assign to Buyer, and Buyer has agreed to purchase and assume from Sellers, the Purchased Assets and the Assumed Liabilities (each as defined therein);

WHEREAS, in furtherance of the transactions contemplated by the Purchase Agreement, Sellers and Buyer now seek to consummate the assignment of the Business Intellectual Property.

NOW, THEREFORE, the Parties, in consideration of the covenants and agreements contained herein, do hereby agree as follows:

1. Assignment of Intellectual Property. Sellers hereby assign to Buyer, and its successors, representatives, and assigns, any and all rights, title, and interests (including goodwill) in each of the Business Intellectual Property set forth on Schedule 1 hereto, free and clear of any Liens, other than Permitted Liens.

2. Recordation. The Parties agree to request the Commissioner of the United States Patent and Trademark office to duly record the assignments of all rights, title, and interests in the Business Intellectual Property to Buyer. Sellers agree to reasonably assist Buyer and take any further actions as may reasonably be necessary to aid Buyer in perfecting its rights, title, and interests in the Business Intellectual Property.

3. EACH PARTY UNDERSTANDS AND AGREES THAT THE OTHER PARTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION AS TO THE OPERABILITY OR FITNESS FOR ANY USE OR PARTICULAR PURPOSE, MERCHANTABILITY, SAFETY, EFFICACY, APPROVABILITY BY REGULATORY AUTHORITIES, TIME AND COST OF DEVELOPMENT, PATENTABILITY, NONINFRINGEMENT, AND/OR BREADTH OF ANY RELEVANT INTELLECTUAL PROPERTY RIGHTS. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY TO THE OTHER PARTY AS TO WHETHER ANY

CLAIM OR PATENT (OR TRADEMARK) WITHIN THE TRANSFERRED OR LICENSED RIGHTS ARE VALID, OR AS TO WHETHER THERE ARE ANY TRADEMARKS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS NOW HELD, OR WHICH WILL BE HELD, BY OTHERS THAT MIGHT BE REQUIRED FOR THE OTHER PARTY'S USE AND BENEFIT UNDER THIS ASSIGNMENT, OR WHICH MIGHT BE INFRINGED BY EITHER PARTY UNDER THAT PARTY'S ACTIVITIES OR CONDUCT UNDER AND WITHIN THE SCOPE OF THE RIGHTS CONFERRED HEREUNDER. THE PARTIES AGREE AND ACCEPT THE RIGHTS CONFERRED HEREUNDER ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS.

4. Future Cooperation. Each of the Parties agrees to cooperate from and after the Effective Date with respect to the matters described herein, and to execute such further assignments, releases, assumptions, amendments of the Business Intellectual Property, notifications and other documents as may be reasonably requested by either Party for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Assignment.

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

6. Counterparts. This Assignment and all other documents related hereto may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The execution of this Assignment and any agreement or instrument entered into in connection with this Assignment, and any amendment hereto or thereto, by any of the Parties may be evidenced by way of a facsimile, portable document format (.pdf) transmission, or other electronic transmission of such Party's signature, and such facsimile, portable document format (.pdf), or other electronically transmitted signature shall be deemed to constitute the original signature of such Party.

7. Governing Law. This Assignment shall be governed by the laws of the State of Delaware without regard to any state's rules regarding conflicts of laws. The parties agree that all disputes arising under this Assignment shall be heard and determined exclusively in any state or federal court sitting in the state of Delaware, and the parties hereby irrevocably waive any objection it may now or hereafter have as to the convenience of such forum. **EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS ASSIGNMENT.**

8. Severability. If any of the provisions of this Assignment are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Assignment. Instead, this Assignment shall be construed as if it did not contain the particular provision or provisions held to be invalid, and an equitable adjustment shall be made and necessary provision added so as to give effect to the intention of the Parties as expressed in this Assignment at the time of execution of this Assignment.

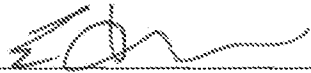
9. Waivers and Amendments. Except as otherwise set forth herein, any waiver of any term or condition of this Assignment or any amendment hereto shall be effective only if in writing and signed by each of the Parties. A waiver of any breach or failure to enforce any of the terms or conditions of this Assignment shall not in any way affect, limit or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Assignment.

10. Terms of the Purchase Agreement. This Assignment is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded by this Assignment but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed as of the day and year first above written.

ALLSCRIPTS SOFTWARE, LLC

By: 
Name: Eric Jacobson
Title: Secretary


ALLSCRIPTS HEALTHCARE, LLC

By: 
Name: Eric Jacobson
Title: Secretary

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed as of the day and year first above written.

**STRATA DECISION TECHNOLOGY
LLC**

By: 
Name: John K. Stipanich
Title: Manager

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK
REEL: 007153 FRAME: 0097**

Schedule 1

Trademarks

1. EPSi (Registration Numbers: 5999527, 5964481)
2. REALCOST (Registration Number: 5899223)

Domain Names

1. Epsiconnect.com
2. Epsi.io