

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	08/11/2020
<b>RESUBMIT DOCUMENT ID:</b>	900614663

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vitalware, LLC		04/01/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Health Catalyst, Inc.
<b>Street Address:</b>	10897 South River Front Parkway #300
<b>City:</b>	South Jordan
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84095
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Serial Number:</b>	88320900	VITALWARE
<b>Serial Number:</b>	88510582	VW
<b>Serial Number:</b>	88541064	VITALCDM
<b>Serial Number:</b>	88541083	VITALKNOWLEDGE

## CORRESPONDENCE DATA

**Fax Number:** 8019337373  
*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:** 8019337360  
**Email:** reichel.nicole@dorsey.com  
**Correspondent Name:** Tiffany DW Shimada, Dorsey & Whitney LLP  
**Address Line 1:** 111 South Main Street, Suite 2100  
**Address Line 2:** IP Department  
**Address Line 4:** Salt Lake City, UTAH 84111-2176

<b>NAME OF SUBMITTER:</b>	Tiffany D.W. Shimada
<b>SIGNATURE:</b>	/Tiffany D.W. Shimada/
<b>DATE SIGNED:</b>	06/03/2021

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This **Trademark Assignment** is effective April 1, 2021 and is between Vitalware, LLC, a Delaware limited liability company ("**Assignor**"), and Health Catalyst, Inc., a Delaware corporation, with an address of 10897 South River Front Parkway #300, South Jordan, UT 84095 ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to an Agreement and Plan of Merger entered into on August 11, 2020 (the "**Merger Agreement**"), pursuant to which Assignor Assignee acquired all of the issued and outstanding equity of Assignor, including all right, title, and interest in and to certain trademark assets; and

WHEREAS, in furtherance of the Merger Agreement, Assignor wants to sell, convey, assign, and transfer to Assignee, and Assignee wants to purchase, acquire, receive and accept all of Assignor's right, title and interest in the trademarks set forth on Schedule A hereto (the "**Marks**") together with all goodwill of the business symbolized by or associated with the Marks.

The parties therefore agree as follows:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee all of Assignor's right, title and interest in the Marks as they exist anywhere in the world and as may be created or acquired at any date in the future, along with any goodwill associated with the Marks. This assignment includes without limitation all applications and registrations for the Marks, all priority rights or claims based on International Conventions, all rights to proceeds of the Marks, including income, royalties, damages, profits, and payments now or hereafter payable, all rights of action of Assignor, and the right to take proceedings and to seek damages and all other available remedies, against third parties for past, present, or future infringement of the Marks.

Assignor shall execute and deliver any other documents and perform any other reasonable acts Assignee may request, that may be necessary and appropriate to effectuate the provisions of this agreement and establish Assignee's rights in the Marks.

At the request and expense of Assignee, Assignor shall provide all reasonable assistance which Assignee considers necessary in connection with bringing or defending any proceedings in relation to the Marks.

Assignee hereby accepts this assignment of the Marks.

Each party has signed this Trademark Assignment effective on the date stated in the introductory clause.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set out above.


VITALWARE, LLC  
ASSIGNOR

HEALTH CATALYST, INC.  
ASSIGNEE

By:   
Name: Benjamin Landry  
Title: Assistant Secretary

By:   
Name: Daniel Orenstein  
Title: Secretary and General Counsel

**SCHEDULE A**

<b>COUNTRY</b>	<b>MARK</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>STATUS</b>	<b>DW REF.</b>
United States	VitalWare	88320900	5866874	Registered	T289768.US.01
United States	VW and Design 	88510582	6105268	Registered	T289767.US.01
United States	VitalCDM	88541064	6105434	Registered	T289766.US.01
United States	VitalKnowledge	88541083	6122409	Registered	T289765.US.01