

## 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>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900635986		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Streamline Health Solutions, Inc.		12/17/2019	Corporation: DELAWARE
Streamline Health, Inc.		12/17/2019	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hyland Software, Inc.		
<b>Street Address:</b>	28500 Clemens Road		
<b>City:</b>	Westlake		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44135		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77950235	STRM-IT	
<b>Serial Number:</b>	77950296	ACCESSANYWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2155683439		
<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>			
<b>Phone:</b>	215-564-2684		
<b>Email:</b>	bhipdocket@bakerlaw.com		
<b>Correspondent Name:</b>	Lisa Bollinger Gehman		
<b>Address Line 1:</b>	2929 Arch Street		
<b>Address Line 2:</b>	Cira Centre, 12th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19104		
<b>ATTORNEY DOCKET NUMBER:</b>	038439.000001		
<b>NAME OF SUBMITTER:</b>	Lisa Bollinger Gehman		
<b>SIGNATURE:</b>	/Lisa Bollinger Gehman/		
<b>DATE SIGNED:</b>	08/27/2021		
<b>Total Attachments: 50</b>			



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**ASSET PURCHASE AGREEMENT**

**by and between**

**HYLAND SOFTWARE INC.,**

**STREAMLINE HEALTH SOLUTIONS, INC.**

**and**

**STREAMLINE HEALTH, INC.**

**December 17, 2019**

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), is entered into this 17<sup>th</sup> day of December, 2019, by and between Streamline Health Solutions, Inc., a Delaware corporation (“**Parent**”), and Streamline Health, Inc., an Ohio corporation (together with Parent, collectively, “**Seller**”), whose principal address is 1175 Peachtree St. NE, 10<sup>th</sup> Floor, Atlanta, GA 30361, and Hyland Software, Inc., an Ohio corporation (“**Purchaser**”), whose principal address is 28500 Clemens Road, Westlake, Ohio 44145.

### RECITALS

A. Seller is engaged in the business of, among other things, the marketing, resale, sale, servicing, support and development of enterprise content management software, including the software Products listed on **Schedule 6.16** (such business being the “**Business**”); and

B. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, all of Seller’s right, title and interest in and to the Purchased Assets (as hereinafter defined).

NOW, THEREFORE, in consideration of the mutual promises and representations and subject to the terms and conditions herein contained, and other good and valuable consideration, had and received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1: DEFINED TERMS

Capitalized terms used in this Agreement shall have the definitions as set forth in **Schedule A** attached to this Agreement.

### ARTICLE 2: PURCHASE AND SALE OF ASSETS

2.1 Assets to be Transferred. Concurrently with the Closing and subject to **Section 2.2**, Purchaser will purchase or acquire from Seller, and Seller will sell, transfer, assign, convey and deliver to Purchaser, all right, title and interest of Seller, directly or indirectly, in and to the following rights and assets of Seller to the extent that such rights and assets exist as of the Closing Date (collectively, the “**Purchased Assets**”), free and clear of all Liens other than Permitted Liens:

(a) all accounts receivable related to the Business (“**Accounts Receivable**”), and, subject to **Section 4.2** below, any amounts received by Seller with respect to the foregoing after the Closing Date;

(b) subject to **Section 8.1**, all rights and benefits of Seller under Contracts relating, exclusively or in part, to the Business (the “**Assigned Contracts**”), including the rights and benefits of Seller under the Assigned Contracts that are listed on **Schedule 2.1(b)** (which schedule may be amended between the date of this Agreement and the Closing Date by mutual agreement of the parties), and all data and information related thereto;

(c) all rights relating to work products or deliverables resulting from Work-In-Process under any Contract relating to the Business, including the Assigned Contracts listed on **Schedule 2.1(b)**;

(d) all equipment (including office equipment), computer hardware, supplies and other tangible property relating to the Business, including that listed on **Schedule 2.1(d)**, and all warranties of any Person covering all or any part of such items to the extent such warranties are transferable;

(e) all Intellectual Property, Software and Products relating to the Business, including those listed on **Schedules 6.12(a), (d) and (e)** and **Schedule 6.16** of the Disclosure Schedules, together with, in the case of the Owned Intellectual Property, all income, royalties, damages and payments due or payable as of the Closing or thereafter (including damages and payments for past, present or future infringements, misappropriations or other violations thereof) and the rights to sue and collect damages for past, present or future infringements, misappropriations or other violations thereof, and any corresponding, equivalent or counterpart rights, title or interest that now exist or may be secured hereafter anywhere in the world, and all copies and tangible embodiments of the foregoing (collectively, the “**Purchased Intellectual Property**”); and

(f) the goodwill of the Business as a going concern.

2.2 **Retained Assets**. Notwithstanding anything in this Agreement to the contrary, Purchaser hereby purchases only the Purchased Assets described above and does not purchase any other assets of Seller, including any cash, cash equivalents, bank and other similar accounts, or rights under any Shared Contracts relating to any business other than the Business (the “**Retained Assets**”).

### ARTICLE 3: LIABILITIES

3.1 **Assumed Liabilities**. Concurrently with the Closing, Purchaser shall assume and become responsible for, and shall thereafter pay, perform and discharge as and when due, (a) the liabilities and obligations of Seller arising under the Assigned Contracts listed on **Schedule 2.1(b)** that are to be performed on or after the Effective Time, but, in the case of the Shared Contracts, only to the extent such liabilities or obligations relate to the Business, and (b) those credits granted to the customers of the Business in the respective amounts set forth on **Schedule 3.1** that remain unapplied as of the Effective Time (collectively, the “**Assumed Liabilities**”); provided, however, that Purchaser will not assume or be responsible for, and the Assumed Liabilities shall not include, the Retained Liabilities.

3.2 **Retained Liabilities**. Purchaser does not assume, and shall not be responsible for, any liability or obligation of Seller of any kind or nature whatsoever unless such liability or obligation is specifically identified as an Assumed Liability in **Section 3.1**. Without in any way limiting the generality of the foregoing, the following liabilities or obligations of Seller assumed by Purchaser hereunder do not include the following, all of which will be paid, performed and discharged by Seller (the liabilities and obligations so retained by Seller and not assumed by Purchaser are hereinafter referred to as the “**Retained Liabilities**”):

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**TRADEMARK**  
**REEL: 007398 FRAME: 0267**

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

STREAMLINE HEALTH SOLUTIONS, INC.

By: Wyche T. Green, III  
Name: Wyche T. "Tee" Green, III  
Title: President & Chief Executive Officer

STREAMLINE HEALTH, INC.

By: Wyche T. Green, III  
Name: Wyche T. "Tee" Green, III  
Title: President & Chief Executive Officer

HYLAND SOFTWARE, INC.

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year first above written.

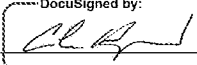
STREAMLINE HEALTH SOLUTIONS, INC.

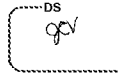
By: \_\_\_\_\_  
Name:  
Title:

STREAMLINE HEALTH, INC.

By: \_\_\_\_\_  
Name:  
Title:

HYLAND SOFTWARE, INC.

By:  \_\_\_\_\_  
Name: Chris Hyland  
Title: CFO



December 17, 2019



**SCHEDULE A**

**DEFINED TERMS**

“**Accounts Receivable**” has the meaning set forth in **Section 2.1(a)**.

“**Acquisition Proposal**” has the meaning set forth in **Section 8.14**.

[REDACTED]

“**Agreement**” has the meaning set forth in the preamble.

“**Assigned Contracts**” has the meaning set forth in **Section 2.1(b)**.

“**Assignment and Assumption Agreement**” has the meaning set forth in **Section 5.2(a)(ii)**.

“**Assumed Liabilities**” has the meaning set forth in **Section 3.1**.

“**Bill of Sale**” has the meaning set forth in **Section 5.2(a)(i)**.

“**Business**” has the meaning set forth in the Recital (A).

“**Business Employee(s)**” has the meaning set forth in **Section 6.10(a)**.

“**Claims Notice**” has the meaning set forth in **Section 9.2(a)**.

“**Closing**” has the meaning set forth in **Article 5**.

“**Closing Date**” has the meaning set forth in **Article 5**.

“**Closing Payment**” has the meaning set forth in **Article 4**.

“**Collected Invoice Amount**” has the meaning set forth in **Section 4.2(a)(i)**.

“**Collected Invoice Amount Certificate**” has the meaning set forth in **Section 4.2(a)(i)**.

“**Confidential Information**” has the meaning set forth in **Section 8.6(b)**.

“**Consent**” has the meaning set forth in **Section 6.4**.

“**Contracts**” means all contracts, subcontracts, licenses, agreements, options, leases, commitments, orders, instruments, warranties, guarantees, bids, sale or purchase orders, proposals and understandings, whether written or oral, including any amendments, modifications, and supplements thereto.

“**Copyrights**” means all copyrights, either in published or unpublished works, mask work rights, registrations and applications for registration for any of the foregoing and any renewals or extensions thereof, and all works of authorship, whether or not subject to a copyright registration or application therefor, whether United States or foreign.

“**Data Center**” has the meaning set forth in **Section 8.9**.

“**Direct Claim**” has the meaning set forth in **Section 9.2(b)**.

“**Disclosure Schedules**” means the Disclosure Schedules delivered by Seller concurrently with the execution and delivery of this Agreement.

“**Domain Names**” means Internet electronic addresses, uniform resource locators and alphanumeric designations associated therewith registered with or assigned by any domain name registrar, domain name registry or other domain name registration authority as part of an electronic address on the Internet and all applications for any of the foregoing.

“**Drop Dead Date**” has the meaning set forth in **Section 11.1(b)(i)**.

[REDACTED]

“**End Users**” has the meaning set forth in **Section 6.14**.

[REDACTED]

“**Effective Time**” has the meaning set forth in **Section 5.1**.

[REDACTED]

[REDACTED]

*“Exchange Act”* means Securities Exchange Act of 1934, as amended.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

*“Governmental Authority”* means any government or political subdivision or regulatory authority, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision or regulatory authority, or any federal, state, local or foreign court or arbitrator.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

*“Indemnified Party”* has the meaning set forth in Section 9.2(a).

*“Indemnifying Party”* has the meaning set forth in Section 9.2(a).

[REDACTED]

[REDACTED]

[REDACTED]

“**Intellectual Property**” means: (i) Copyrights, Domain Names, Patents, Trademarks, Trade Secrets, Software and the goodwill associated with any of the foregoing; and (ii) all knowledge and know-how reasonably necessary for the use, maintenance, enhancement, development and other exploitation of the Products.

“**IP Assignment**” has the meaning set forth in Section 5.2(a)(iii).

“**IT Systems**” has the meaning set forth in Section 6.17(b).

“**Knowledge of Seller**” or “*Seller’s Knowledge*” means the actual knowledge of Thomas Gibson and Ben Stilwill after reasonable due inquiry by each of them of the books and records of Seller and the personnel of Seller relating to the Business who are responsible for the matter in question.

“**Law**” means any and all applicable federal, state, local or foreign laws, statutes, codes, ordinances, decrees, rules, regulations, constitutions, common law, judgments, orders, decisions, ruling or awards, policies or guidelines of any Governmental Authority, including to those relating to privacy, Personal Information, or the regulation, provision or administration of or billing or payment for, healthcare products or services.

“**Liability Claim**” has the meaning set forth in Section 9.2(a).

“**Lien**” means any interest or equitable interest of any Person, including any mortgage, hypothecation, deed of trust, right of others, right of first refusal, option, lien (statutory or other), pledge, encumbrance, security interest, claim, charge, or other restriction.

“**Litigation Conditions**” has the meaning set forth in Section 9.2(c).

[REDACTED]

[REDACTED]

[REDACTED]

“**Materiality Qualifiers**” has the meaning set forth in Section 9.6.

“**Non-Owned Intellectual Property**” has the meaning set forth in Section 6.12(d).

“**Object Code**” means computer software that is substantially or entirely in binary form and that is intended to be directly executable by a computer after suitable processing and linking but without any intervening steps of compilation or assembly.

“**Order**” means any written order, judgment, injunction, award, decree, ruling, charge, award, assessment, direction, instruction, penalty, sanction or writ of any Governmental Authority or arbitrator.

“**Ordinary Course of Business**” means the ordinary course of business of Seller in the conduct of the Business, consistent with past custom and practice and taken in the ordinary course of the normal day-to-day operations of Seller.

“**Outstanding Invoices**” has the meaning set forth in Section 4.2.

“**Owned Intellectual Property**” means all Intellectual Property used by Seller in connection with the Business and not licensed by Seller from another Person.

“**Parent**” has the meaning set forth in the preamble.

“**Patents**” means all patents, industrial and utility models, industrial designs, petty patents, patents of importation, patents of addition, certificates of invention, and any other indicia of invention, ownership issued or granted by any Governmental Authority, including all provisional applications, priority and other applications, divisional, continuations (in whole or in part), extensions, reissues, re-examinations or equivalents or counterparts of any of the foregoing, and all inventions and discoveries, whether or not patentable or, whether or not the subject of a patent or application therefor.

[REDACTED]

[REDACTED]

“**Person**” means any individual, sole proprietorship, partnership, corporation, limited liability company, unincorporated society or association, trust, or other entity.

“**Personal Information**” means any information in any form or format that identifies or could reasonably be used to identify an individual (including to protected health information and all financial, billing and medical information).

“**Platform Upgrades**” has the meaning set forth in **Section 8.17**.

“**Prepayments**” has the meaning set forth in **Section 4.1**.

“**Privacy Commitments**” has the meaning set forth in **Section 6.17(a)**.

“**Proceeding**” has the meaning set forth in **Section 6.7**.

“**Products**” means all software products developed, licensed, delivered or implemented, and all services performed or offered, by Seller with respect to the Business.

“**Pro-Rata Contract Amount**” has the meaning set forth in **Section 4.1**.

“**Proxy Statement**” has the meaning set forth in **Section 6.18**.

“**Purchase Price**” has the meaning set forth in **Article 4**.

“**Purchased Assets**” has the meaning set forth in **Section 2.1**.

“**Purchased Intellectual Property**” has the meaning set forth in **Section 2.1(e)**.

“**Purchaser**” has the meaning set forth in the preamble.

“**Purchaser Closing Certificate**” has the meaning set forth in **Section 10.3(d)**.

“**Purchaser Indemnitees**” has the meaning set forth in **Section 9.1(a)**.

“**Purchaser’s Share of Collected Invoice Amounts**” has the meaning set forth in **Section 4.2(a)(i)**.

“**Required Consent**” has the meaning set forth in **Section 8.1**.

“**Resellers**” has the meaning set forth in **Section 6.14**.

“**Restricted Business**” has the meaning set forth in **Section 8.6(a)**.

“**Restrictive Period**” has the meaning set forth in Section 8.6(a).

“**Retained Assets**” has the meaning set forth in Section 2.2.

“**Retained Liabilities**” has the meaning set forth in Section 3.2.

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Seller**” has the meaning set forth in the preamble.

“**Seller Closing Certificate**” has the meaning set forth in Section 10.2(d).

“**Selling Expenses**” means all unpaid costs, fees, and expenses incurred by Seller relating to the process of selling the Business, whether incurred in connection with this Agreement or otherwise, including all legal, accounting, tax, business valuation and investment banking or broker fees and expenses.

“**Shared Contract**” means each of the Assigned Contracts designated with an asterisk on Schedule 2.1(b), which relate in part, but not exclusively, to the Business.

“**Shareholder Approval**” has meaning set forth in Section 10.1(c).

“**Software**” means computer software and code, including assemblers, applets, compilers, Source Code, Object Code, development tools, design tools, user interfaces and data, in any form or format, however fixed, including firmware.

“**Source Code**” means computer software that may be displayed or printed in human-readable form, including all related programmer comments, annotations, flowcharts, diagrams, help text, data and data structures, instructions, procedural, object-oriented or other human-readable code, and that is not intended to be executed directly by a computer without an intervening step of compilation or assembly.

“**Special Meeting**” has meaning set forth in Section 10.1(c).

“**Taxes**” means (a) any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any Law or taxing authority, (b) any liability for the payment of any amounts of any of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of such amounts was determined or taken into account with reference to the liability of any other entity, (c) any liability for the payment of any amounts as a result of being a party to any Tax sharing or allocation agreements or arrangements (whether or not written) or with respect to the payment of any amounts of any of the foregoing types as a result of any express or implied obligation to indemnify any other person or entity and (d) any liability for the payment of any of the foregoing types as a successor or transferee.

“**Termination Date**” has the meaning set forth in Section 9.3(a).

“**Third Party Software Components**” means Software or any components thereof owned by a third party and distributed or made available as software as a service by Seller.

“**Trademarks**” means trademarks, service marks, corporate names, fictional business names, trade names, commercial names, certification marks, collective marks, and other proprietary rights to any words, names, slogans, symbols, logos, devices or combinations thereof used to identify, distinguish and indicate the source or origin of goods or services whether registered or unregistered; and registrations, renewals, applications for registration, equivalents and counterparts of the foregoing whether United States or foreign.

“**Trade Secrets**” means anything that would constitute a “trade secret” under applicable law.

“**Transaction Documents**” means this Agreement, the Escrow Agreement, Bill of Sale, the Assignment and Assumption Agreement, the IP Assignment and the other agreements, instruments and documents required to be delivered at the Closing.

“**Transferred Employees**” has the meaning set forth in Section 8.10(a).

“**Transition Period**” has the meaning set forth in Section 8.9.

“**Transition Services**” has the meaning set forth in Section 8.9.

“*Unsupported Customer*” has the meaning set forth in Section 8.17.

“**WARN Act**” has the meaning set forth in Section 6.10(d).

“**Work-In-Process**” means services and development obligations to customers, whether written or verbal, currently in progress or work remaining to be performed including, for example, services remaining to be performed under outstanding statements of work and custom software development obligations, but excluding day-to-day services that a software company would typically provide in the Ordinary Course of Business.



## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”), made this 24<sup>th</sup> day of February, 2020 (the “*Effective Date*”), is by and among Streamline Health Solutions, Inc., a Delaware corporation and Streamline Health, Inc., an Ohio corporation (collectively, “*Assignor*”), in favor of Hyland Software, Inc., an Ohio corporation (“*Assignee*”).

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of December 17, 2019 (the “*Purchase Agreement*”), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor’s right, title and interest in and to all Owned Intellectual Property (as defined in the Purchase Agreement);

WHEREAS, the Owned Intellectual Property to be transferred includes the Trademarks identified on the attached Schedule A, and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Owned Intellectual Property, including the Trademarks identified on Schedule A.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.
2. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, all of Assignor’s worldwide right, title and interest in and to the Owned Intellectual Property, including without limitation: the Trademarks identified on Schedule A. Assignor further assigns to Assignee all of the following in any jurisdiction throughout the world: (i) rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, or conflict with such Patents and other Owned Intellectual Property; (ii) royalties, fees, income and other payments and proceeds due or accrued as of the Effective Date and thereafter under or arising from such Owned Intellectual Property; and (iii) to apply in any or all countries of the world for patent, trademark and copyright protection for the Owned Intellectual Property.
3. Further Assurances. Assignor agrees that from time to time, at the reasonable request and expense of Assignee, it shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate the transactions contemplated by this Assignment (including any documentation to record the rights granted hereunder in the Owned Intellectual Property in any jurisdiction throughout the world). Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the works, and the Assignor shall cooperate therewith, at the Assignee’s expense.

4. General.

(a) Entire Agreement; Conflicting Provisions; Interpretation. This Assignment, together with the Purchase Agreement, and the other Transaction Documents, constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all other prior and contemporaneous agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof. This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns. 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 will govern. The words “include” or “including” mean “include, without limitation,” or “including, without limitation,” as the case may be, and the language following “include” or “including” will not be deemed to set forth an exhaustive list.

(b) No Third-Party Beneficiaries. This Assignment will be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns and nothing in this Assignment is intended to or will confer upon any other Person any legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

(c) Counterparts; Electronic Signature. This Assignment may be executed in multiple counterparts, each of which will be deemed to be an original but all of which will constitute one and the same agreement. This Assignment may be executed by facsimile or electronic signature in portable document format (.pdf) and a facsimile or electronic signature in portable document format (.pdf) will constitute an original for all purposes.

(d) Governing Law. This Assignment will in all respects be interpreted, construed and governed by and in accordance with the Laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

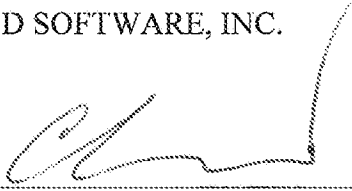
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Acknowledged and Agreed:

**ASSIGNEE:**

HYLAND SOFTWARE, INC.

By: 

Name: CHRIS HYLAND

Title: CFO

SCHEDULE A

Trademarks

	<b>Trademark</b>	<b>Status</b>	<b>Key Dates</b>	<b>Intl. Class Number &amp; Serial Number</b>
1.	STRM-IT	Registered	<u>First Used</u> : September 1, 2006 <u>Filed</u> : March 4, 2010 <u>Registered</u> : February 22, 2011	<u>Serial Number</u> : 77-950,235 <u>Class Number</u> : 9
2.	ACCESSANYWARE	Registered	<u>First Used</u> : February 1, 1998 <u>Filed</u> : March 4, 2010 <u>Registered</u> : March 8, 2011	<u>Serial Number</u> : 77-950,296 <u>Class Number</u> : 9