

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673665

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900624746

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Altarum Institute		08/21/2020	Non-Profit Organization: MICHIGAN
Payformance Solutions, Inc.		08/21/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Change Healthcare Technologies, LLC
Also Known As:	
Street Address:	5995 Windward Parkway
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3441288	ECR
Registration Number:	4458284	EVIDENCE-INFORMED CASE RATES
Serial Number:	87950970	PROMETHEUS
Registration Number:	6003324	PROMETHEUS
Registration Number:	5088093	PROMETHEUS ANALYTICS
Registration Number:	5858032	PROMETHEUS BUNDLED PAY
Registration Number:	5858034	PROMETHEUS CUSTOM ANALYTICS
Registration Number:	5858033	PROMETHEUS NETWORKS
Registration Number:	5874869	PROMETHEUS OPPORTUNITY
Registration Number:	3442840	PROMETHEUS PAYMENT
Registration Number:	3350274	PROMETHEUS PAYMENT
Registration Number:	5852242	PROMETHEUS VALUE
Registration Number:	5800902	TRUSTHUB

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

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: 4042795070
Email: jasmine.jandrlich@changehealthcare.com
Correspondent Name: Jasmine Jandrlich
Address Line 1: 5995 Windward Parkway
Address Line 4: Alpharetta, GEORGIA 30005

NAME OF SUBMITTER:	Jasmine Jandrlich
SIGNATURE:	/jasmine jandrlich/
DATE SIGNED:	09/10/2021

Total Attachments: 7
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source=Altarum Institute - 6 - Trademark Assignment Agreement (Exhibit E)#page1.tif
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made, entered into and effective as of August 21, 2020, by and between Altarum Institute, a Michigan nonprofit ("Altarum"), Payformance Solutions, Inc., a Delaware corporation ("Payformance", and together with Altarum, "Assignors"), and Change Healthcare Technologies, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used in this Assignment, but not otherwise defined herein, shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, dated as of July 1, 2020, by and between Assignors and Assignee (the "Purchase Agreement").

RECITALS:

WHEREAS, Assignors are the owners of certain trademarks and trademark registrations and applications to register trademarks, including those set forth on Schedule 1 hereto (collectively, the "Business Registered Trademarks");

WHEREAS, by virtue of the Purchase Agreement, Assignors have assigned to Assignee all of Assignors' right, title, and interest in and to those Business Registered Trademarks constituting Assets (as defined in the Purchase Agreement), including those set forth on Schedule 1 hereto, including the goodwill associated therewith (collectively, the "Assigned Business Registered Trademarks") and have agreed to execute this confirmatory assignment to further evidence and effect the same;

WHEREAS, by virtue of the Purchase Agreement, Assignee has acquired all right, title, and interest in and to the Assigned Business Registered Trademarks and has agreed to execute this confirmatory assignment to further evidence and effect the same.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. **Trademark Assignment.** Assignors hereby irrevocably convey, transfer and assign to Assignee, without any reservation of any rights, title or interest, and Assignee hereby accepts, any and all right, title and interest of Assignors in and to the Assigned Business Registered Trademarks, including, without limitation: (i) all trademarks and trademark registrations and applications to register trademarks for the Assigned Business Registered Trademarks and the goodwill of the business associated therewith; (ii) all common law rights or unregistered rights arising in connection therewith in any jurisdiction; (iii) all rights of priority in the Assigned Business Registered Trademarks in any country as may now or hereafter be granted by law, treaty or other international conventions; (iv) all income, license fees, royalties, damages and payments accrued, due or payable commencing as of the date hereof and thereafter with respect to any of the foregoing; (v) all legal actions and rights to sue for, collect and retain (for the sole use and benefit of Assignee and its successors, assigns or other legal representatives) damages, profits and proceeds and obtain other remedies for past, present and future infringement, dilution or other violation of any of the foregoing; (vi) all rights to apply for, revive and maintain all registrations, renewals and/or extensions of any of the foregoing; and (vii)

any and all corresponding rights with respect to any of the foregoing that, now or hereafter, may be secured throughout the world.

2. **Recordal and Perfection.** Assignee shall have the right, at Assignee's cost and expense, to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Business Registered Trademarks. Assignors further hereby agree to execute and deliver to Assignee, its successors and assigns, without further compensation, such other and further assignments, instruments and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing or defending Assignee's complete, exclusive, and worldwide ownership of all right, title and interest in and to the Assigned Business Registered Trademarks, including as reasonably necessary for Assignee, at its sole expense, to make any filings with the applicable trademark registrar or similar governmental authority in accordance with local legal requirements.

3. **Due Authorization.** Assignors hereby authorize the appropriate empowered officials at the United States Patent and Trademark Office and all applicable foreign trademark offices, whose duty it is to issue registrations or other evidence or forms of intellectual property protection on applications to register for the Assigned Business Registered Trademarks, as applicable, to issue the same to Assignee and its successors and assigns in accordance with this Assignment.

4. **Entire Agreement.** This Assignment, the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement), and the ancillary documents contemplated by the Purchase Agreement contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Assignment.

5. **Governing Law.** This Assignment and any dispute arising out of or relating to or in connection with this Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. EACH PARTY ABSOLUTELY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

6. **Binding Effect; Counterparts.** This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

8. **Conflicts Between Agreements.** This Assignment is made pursuant to the Purchase Agreement and is subject to the terms and conditions thereof. If any ambiguity, conflict or inconsistency exists between the terms and conditions of this Assignment and any of the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall

control. In addition, for the avoidance of doubt, the parties are only subject to those representations and warranties contained in the Purchase Agreement.

9. **Waivers; Modifications; Changes.** No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party hereto against whom such claimed waiver, modification, or change is sought to be enforced.

[Signatures follow on next page]

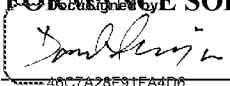
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed effective as of the date first above written.

ASSIGNORS:

ALTARUM INSTITUTE

By: 
Name: Lincoln T. Smith
Title: President and CEO

PAYFORMANCE SOLUTIONS, INC.


By: 
Name: Daniel C. Armijo
Title: President and CEO

[Signature Pages to Trademark Assignment Agreement]

ASSIGNEE:

CHANGE HEALTHCARE TECHNOLOGIES,

LLC DocuSigned by:



By: 

Name: Carrie Ratliff

Title: Assistant Secretary

[Signature Pages to Trademark Assignment Agreement]

SCHEDULE 1**BUSINESS REGISTERED TRADEMARKS**

Mark/Name	Design	Application No.	Registration No.	Application Date	Registration Date
ECR		77004395	3441288	September 21, 2006	June 3, 2008
EVIDENCE-INFORMED CASE RATES		85915846	4458284	April 26, 2013	December 31, 2013
PROMETHEUS and Design		87950970		June 6, 2018	
PROMETHEUS and Design		87982603	6003324	June 6, 2018	March 3, 2020
PROMETHEUS ANALYTICS		86784973	5088093	October 12, 2015	November 22, 2016
PROMETHEUS BUNDLED PAY		87635233	5858032	October 5, 2017	September 10, 2019
PROMETHEUS CUSTOM ANALYTICS		87635294	5858034	October 5, 2017	September 10, 2019
PROMETHEUS NETWORKS		87635272	5858033	October 5, 2017	September 10, 2019
PROMETHEUS OPPORTUNITY		87635202	5874869	October 5, 2017	October 1, 2019
PROMETHEUS PAYMENT		78903135	3442840	June 7, 2006	June 3, 2008
PROMETHEUS PAYMENT		78903112	3350274	June 7, 2006	December 4, 2007
PROMETHEUS VALUE		87635250	5852242	October 5, 2017	September 3, 2019
TRUSTHUB		87434855	5800902	May 3, 2017	July 9, 2019