

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eClinicalWorks, LLC		10/20/2021	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	healow, LLC		
Street Address:	2 Technology Drive		
City:	Westborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01581		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4633422	HEALOW	
Registration Number:	5740145	H HEALOW HEALTH AND ONLINE WELLNESS	
Registration Number:	5271350	H	
Registration Number:	6170871	HEALOW AWARE	
Registration Number:	6170873	HEALOW HEALTH AND ONLINE WELLNESS AWARE	
Registration Number:	5186922	HEALOW@WORK	
Registration Number:	5795288	HEALOW INSIGHTS	
Registration Number:	5775872	HEALOW KIDS	
Registration Number:	5229076	HEALOW MOM	
Registration Number:	6463922	HELLO2HEALOW	
Registration Number:	6262750	HELLO2HEALOW H	
Registration Number:	6463921	H2H	
Registration Number:	6262751	H	
Registration Number:	4838032	HEALOGRAM	
Registration Number:	4838033	HEALOGRAM	
Registration Number:	4838034	HEALOGRAM	
Registration Number:	4838035	HEALOGRAM	
CORRESPONDENCE DATA			
TRADEMARK			

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Fax Number: 4045720913

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: 4045726913

Email: trademarks.atl@bryancave.com

Correspondent Name: Damon J. Whitaker

Address Line 1: 1201 W. Peachtree St., N.W., 14th Fl.

Address Line 4: Atlanta, GEORGIA 30309-3488

ATTORNEY DOCKET NUMBER:	1150080.6
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NAME OF SUBMITTER:	Damon J. Whitaker
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SIGNATURE:	/Damon J. Whitaker/
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DATE SIGNED:	10/25/2021
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”) is entered into by and between eClinicalWorks, LLC, a Massachusetts limited liability company (“Assignor”), and healow, LLC, a Delaware limited liability company (“Assignee”), effective as of the last date written below (“Effective Date”).

RECITALS

WHEREAS, Assignor owns certain trademarks and service marks used in connection with its ongoing operations, including without limitation, HEALOW and related marks, as set forth in Schedule A attached hereto (the “Healow Marks”), and owns other transferable rights associated with its operations including without limitation, the goodwill of the business associated with said Healow Marks and all common law rights therein, and is the owner of all right, title and interest in and to the registrations and/or applications for registration of the Healow Marks in the United States (collectively the “Trademark Assets”);

WHEREAS, Assignor and Assignee are affiliated entities under common control, and Assignee has previously been authorized to use one or more of the Healow Marks in connection with its ongoing operations;

WHEREAS, Assignee is desirous of acquiring and Assignor is desirous of transferring the Trademark Assets, including the goodwill of the business in connection with which the Healow Marks are used and which are symbolized by the Healow Marks, along with the right to recover damages and profits for current and past infringements thereof;

WHEREAS, Assignor and Assignee are executing that certain Trademark License Agreement contemporaneously herewith;

NOW, THEREFORE, in consideration of the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

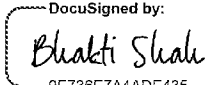
1. Assignment. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of its right, title, and interest in, to and under the Trademark Assets, including any and all goodwill of the business symbolized by and associated therewith, all United States registrations and applications for registration therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto, other rights associated with the ongoing and existing business to which the Trademark Assets pertain and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Trademark Assets.

2. Miscellaneous. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that as of the Effective Date, Assignee owns all right, title and interest in and to the Trademark Assets.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed.

Assignor:

ECLINICALWORKS, LLC

By: 
Name: Bhakti Shah
Title: Marketing
Date: 10/20/2021

Assignee:

HEALOW, LLC

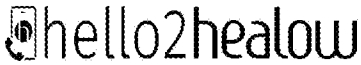

By: 
Name: Mark Speyer
Title: Chief Financial Officer
Date: 10/20/2021

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Schedule A to Trademark Assignment

The following trademarks and service marks are subject to the Trademark Assignment between Assignor eClinicalWorks, LLC and Assignee healow, LLC:

Mark	Including United States Registrations / Applications
HEALOW	4,633,422 (United States)
	5,740,145 (United States)
	5,271,350 (United States)
HEALOW AWARE	6,170,871 (United States)
	6,170,873 (United States)
HEALOW@WORK	5,186,922 (United States)
HEALOW CHECK-IN	
HEALOW INSIGHTS	5,795,288 (United States)
HEALOW KIDS	5,775,872 (United States)
	
HEALOW MOM	5,229,076 (United States)
	
HEALOW PAY	
	
HEALOW TELEVISITS	

Mark	Including Registrations / Applications
HELLO2HEALOW	6,463,922 (United States)
	6,262,750 (United States)
H2H	6,463,921 (United States)
	6,262,751 (United States)
HEALOGRAM	4,838,032 (United States); 4,838,033 (United States); 4,838,034 (United States); and 4,838,035 (United States)