

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759453

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900711987		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NextGen Healthcare, Inc.		07/26/2022	Corporation: DELAWARE
NXGN Management, LLC		07/26/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PDDS Buyer, LLC		
Street Address:	3990 Waverly Pl.		
Internal Address:	Suite 200		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4330846	QSIDENTAL	
Registration Number:	4443174	QSIDENTAL WEB	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	141667/356424		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	10/06/2022		

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Assignment”), dated as of July 26, 2022 is made by NextGen Healthcare, Inc., a Delaware corporation and NXGN Management, LLC, a California limited liability company (collectively the “Assignors”), in favor of PDDS Buyer, LLC, a Delaware limited liability company (the “Assignee”).

WHEREAS, the Assignors and the Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignors and the Assignee (the “Purchase Agreement”), pursuant to which the Assignors transferred, sold and conveyed to the Assignee the Transferred Assets (as defined in the Purchase Agreement); and

WHEREAS, the execution and delivery of this Assignment is a condition to closing under the Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Assignors do hereby sell, assign, convey and transfer unto the Assignee and its successors, assigns and legal representatives, the Assignors’ entire rights, title, and interests in and to the Transferred IP (as defined in the Purchase Agreement and listed in Schedule A attached hereto) of the Assignors, including all intellectual property rights therein and thereto, goodwill in any and all of the foregoing, and claims of infringement and misappropriation of any and all of the foregoing against third parties.
2. The Assignors do hereby authorize the Director of the United States Patent and Trademark Office and the empowered officials of all other governments and authorities to record the Transferred IP and title thereto as the property of the Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument, and to issue or register to the Assignee such patents, trademarks, copyrights and other registrations as shall be granted thereon to the Assignee, its successors, assigns, or legal representatives. The Assignors further hereby authorize the current registrar of each domain name in the Transferred IP to transfer the ownership and control of such domain name to the Assignee.
3. The Assignors each agree for itself and its successors, assigns, agents, and legal representatives to provide cooperation and assistance to the Assignee and its successors, assigns and legal representatives and perform upon request any and all lawful acts (including timely executing, or causing those under its direct or indirect control to execute, any and all documents) that may be reasonably necessary to effectuate the assignment, transfer, prosecution, registration, maintenance, renewal or enforcement of the Transferred IP.
4. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Delaware, the State of California and the United States without regard to conflicts of laws provisions thereof. Any waivers or amendments shall

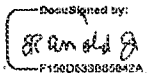
be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. The parties agree that this Assignment is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof. The Assignee and the Assignors also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon the Assignee and the Assignors.

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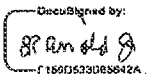
IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNORS:

**NEXTGEN HEALTHCARE,
INC.**, a Delaware corporation

By:  _____
Name: James R. Arnold, Jr.
Title: Chief Financial Officer

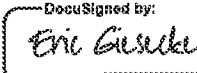
NXGN MANAGEMENT, LLC.,
a California limited liability company

By:  _____
Name: James R. Arnold, Jr.
Title: Manager

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNEE:

PDDS BUYER, LLC,
a Delaware limited liability company

By: 
Name: Eric Giesecke
Title: Chief Executive Officer

Schedule A

Transferred IP

I. R&D Intellectual Property Assets

DPM_BASIX_listing.txt	BASIX development environment/runtime (IP to be used by both parties)
BASIX_bin.tx	BASIX development environment/runtime (IP to be used by both parties)
BASIX_usr_opt.txt	BASIX development environment/runtime (IP to be used by both parties)
BASIX_usr_qsi.txt	BASIX development environment/runtime (IP to be used by both parties)
S_Anita.txt	AniTA terminal emulator package (integrated into DPM (legacy))
S_DataMiner.txt	Source files for client reports
S_ScanLink.txt	R&D Documentation for ScanLink solution
S_Versions	DPM (legacy) release notes
Dental related wiki content listing – just URLs.txt	R&D wiki pages. URLs are internal but these are the pages and content to be transferred
CPS_Source_listing.txt	Clinical module (legacy) source code list
DentalAPI1.0.0_Source_listing.txt	QDW API source file list
DentalShared_files_list.txt	Various R&D documentation stored on shared drive
DPM_source_listing.txt	DPM (legacy) source file list
QDW_Source_listing.txt	QDW source file list
QSI_Dental_SharePoint.rtf	URLs to SharePoint content including functional portal pages, such as Support, Marketing, etc.
DPM_OpenItem_listing.txt	QSIMedical Source file list
DPM_QSIDataSrvr_listing.txt	QSI Net data server source file list
DPM_QSI Net_BASIX_listing.txt	QSI Net Basix source file list

Schedule A to Intellectual Property Assignment

DPM_TimeClock_listing.txt	Timeclock source listing
WebReg_Source_listing.txt	Source file list for web registration (only used by PDS)
DPM_QSINet_Web_listing.txt	QSINet source file list

2. Trademarks

Trademark	Jurisdiction	Status	Registration #	Registration Date	Expiration Date
QSIDental	Canada	Registered	TMA887,694	10.8.2014	10.8.2029
QSIDental	European Union	Registered	11414588	5.9.2013	5.9.2023
QSIDental	United States	Registered	4330846	5.7.2013	5.7.2023
QSIDental Web	United States	Registered	4443174	12.3.2013	12.3.2023

3. Domains

Domain Name	Registered With	Date Expires	Registered Under
qsidentalweb.com (subdomain http://app.qsidentalweb.com)	Amazon Web Services	4/10/2023	NXGN Management, LLC
qsii.com	Amazon Web Services	3/14/2023	NXGN Management, LLC
qsidw.com	Amazon Web Services	6/5/2027	NXGN Management, LLC

Schedule A to Intellectual Property Assignment

ACTIVE/117832884

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qsinet.com	Amazon Web Services	11/14/2022	NXGN Management, LLC
QSIDental.com	Amazon Web Services	10/7/2022	NXGN Management, LLC

4. Copyrights

Title	Registration No	Registration Date	Valid Through	Country	Nature of Work
QSI dental system reference manual	TX 702217	5.28.1981	12.31.2076	USA	manual

5. Product Names

- a. QSIDental Web
- b. QSIDental Clinical Product Suite
- c. QSIDental PM
- d. QSI Medical PM
- e. QSI net

6. Accounts and Login Credentials

- a. QSI Dental is part of Sellers overall Sitecore enterprise account. Seller will provide the HTML for the pages, transfer the domain (URL) ownerships associated with QSI Dental and make intermediary changes for Buyer while they are standing up a new WordPress site. Seller will also supply Buyer with source files for those we are able to locate. Seller cannot provide Buyer with a log in to our master NextGen Healthcare domain.

7. All high-quality images and vector drawings of applicable logos and trademarks

- a. Sellers will provide QSI-specific images/logos. To clarify, these are not registered (pending or otherwise) logos for these transferred assets.

8. Social Media

- a. QSI Dental Facebook
- b. QSI Dental LinkedIn

Schedule A to Intellectual Property Assignment

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TRADEMARK
REEL: 007816 FRAME: 0555

- c. Google Analytics, however this will not be immediate, but Sellers will work to transfer access
- d. None of the other accounts are associated independently with QSI Dental. Sellers are not be able to provide access to G2 and Capterra as they are not associated independently with QSI Dental. but Sellers will work in a commercially reasonable manner to get Buyer data associated with these.

Schedule A to Intellectual Property Assignment

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