

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM803175

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Association of American Medical Colleges		01/01/2021	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vizient, Inc.		
<b>Street Address:</b>	290 E John Carpenter Freeway		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75062		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88377795	CPSC	
<b>Registration Number:</b>	5998801	CLINICAL PRACTICE SOLUTIONS CENTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2146653601		
<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>Email:</b>	newgentk@gtlaw.com		
<b>Correspondent Name:</b>	GREENBERG TRAURIG, LLP		
<b>Address Line 1:</b>	2200 ROSS AVENUE		
<b>Address Line 2:</b>	SUITE 5200		
<b>Address Line 4:</b>	DALLAS, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	160121-092700		
<b>NAME OF SUBMITTER:</b>	Katie Newgent		
<b>SIGNATURE:</b>	/Katie Newgent/		
<b>DATE SIGNED:</b>	04/14/2023		
<b>Total Attachments: 52</b>			
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**FOURTH AMENDMENT TO THE  
STRATEGIC ALLIANCE AGREEMENT AND RESTATEMENT OF JOINT ACTIVITY ADDENDUM  
BY AND BETWEEN  
VIZIENT, INC.  
AND  
THE ASSOCIATION OF AMERICAN MEDICAL COLLEGES**

This fourth amendment ("Fourth Amendment") is effective the 1<sup>st</sup> day of January, 2021 ("Amendment Effective Date"), by and between Vizient, Inc., a Delaware for-profit corporation ("Vizient"), and the Association of American Medical Colleges ("AAMC"). Any capitalized terms not defined herein have the meaning given in the Agreement.

**RECITALS**

**WHEREAS**, University HealthSystem Consortium ("UHC") and AAMC entered into the 2001 Agreement, a key activity of which has been the development and operation of the Clinical Practice Solutions Center ("CPSC");

**WHEREAS**, Vizient acquired UHC in 2015, including UHC's interest in the 2001 Agreement;

**WHEREAS**, Vizient and the AAMC agreed to continue the relationship begun under the 2001 Agreement, including continuing to operate the CPSC as well as other future activities, under a new, updated strategic alliance agreement effective January 1, 2018 (the "Agreement"), attached hereto and incorporated herein;

**WHEREAS**, a strategic alliance with Vizient furthers the AAMC's mission to improve the health of people everywhere by enabling its member institutions and their faculty physicians to improve their practice management which will allow them to enhance the care they provide to patients;

[REDACTED]

[REDACTED]

[REDACTED]

**WHEREAS**, the Parties entered into a nonbinding term sheet dated March 9, 2021 ("Term Sheet"), whereby the Parties have agreed to modify their current business relationship as set forth under the Agreement, including but not limited to Vizient's agreement to purchase AAMC's ownership interest in the Alliance Intellectual Property and Alliance Data for good and valuable consideration in the amount set forth therein; and

**WHEREAS**, the Parties now wish to amend the Agreement, and restate the Joint Activity Addendum for CPSC in its entirety, to reflect those changes agreed upon in the Term Sheet.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth in this Fourth Amendment, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

[REDACTED]

2. The Parties agree to add the Purchase and Sale of Alliance Intellectual Property and Alliance Data – Addendum (“IP and Data Purchase Addendum”), attached hereto, and incorporated herein, to the Agreement. Upon execution of this Fourth Amendment, and satisfaction of the payment terms set forth herein, Vizient shall become the sole owner of the all Alliance Data and Alliance Intellectual Property (including the Access and Throughput tool) and shall own all improvements thereto, on an ongoing basis. Additionally, any new IP rights and Alliance Data developed through the CPSC shall be owned solely by Vizient.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

*Signatures on the Following Page*

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment:

**VIZIENT, INC.**

**ASSOCIATION OF  
AMERICAN MEDICAL COLLEGES**

By: \_\_\_\_\_

Printed Name: **Colleen Risk**

Title: **Chief People Officer**

Date:

By: **David J. Skorton** \_\_\_\_\_  
Digitally signed by David J. Skorton  
Date: 2021.05.11 10:12:04 -04'00'

Printed Name: **David J. Skorton, MD**

Title: **President and CEO**

Date:

List of Exhibits attached hereto and incorporated herein:

- Purchase and Sale of Alliance Intellectual Property and Alliance Data – Addendum (IP and Data Purchase Addendum)
- Restatement of Joint Activity Addendum for Clinical Practice Solutions Center
- CPSC Branding Guidelines

**Purchase and Sale of Alliance Intellectual Property and Alliance Data – Addendum**  
**(IP and Data Purchase Addendum)**

Subject to the terms and conditions set forth in this IP and Data Purchase Addendum, and in reliance on the representations and warranties set forth herein, AAMC shall hereby sell, convey, assign, transfer and deliver to Vizient, and Vizient shall purchase from the AAMC, free and clear of all encumbrances, all of the AAMC's undivided joint 50% ownership interest in the Alliance Intellectual Property and Alliance Data, including any improvements made thereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and which are set forth in greater detail in the **Payment Terms** below.

The defined terms shall have the meaning as provided in the Agreement, including but not limited to "Alliance Intellectual Property", and "Alliance Data", "Intellectual Property", "IP Rights", "Copyrights", "Marks", "Patent Rights", "Software", "Third-Party Licensed Tools", and "Trade Secrets".

AAMC hereby represents and warrants that no third party has any right, title or interest in or to any of its undivided joint 50% ownership interest in the Alliance Intellectual Property and Alliance Data, and as such it is freely assignable by AAMC to Vizient and is free and clear of any third party's claim of ownership, infringement, license or permission to use.

AAMC hereby irrevocably conveys, transfers, and assigns to Vizient, and Vizient hereby accepts, all of AAMC's right, title, and interest in and to the Alliance Intellectual Property and any improvements made thereto, and the Alliance Data, including all Copyrights, Marks, Patent Rights, Software and Trade Secrets included in the Alliance Intellectual Property, excluding any Third-Party Licensed Tools ("**Assignment**"). AAMC hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Vizient. Upon Vizient's reasonable request, and at Vizient's sole cost and expense, AAMC shall take such steps and actions, and provide such cooperation and assistance to Vizient and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the assigned Alliance Intellectual Property to Vizient, or any assignee or successor thereto.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the parties through their authorized signatories have signed below to indicate acceptance to the terms of this IP and Data Purchase Addendum:

VIZIENT, INC.

ASSOCIATION OF  
AMERICAN MEDICAL COLLEGES

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

David J. Skorton Digitally signed by David J. Skorton  
Date: 2021.06.11 11:10:56 -0400  
\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**RESTATEMENT OF JOINT ACTIVITY ADDENDUM:  
CLINICAL PRACTICE SOLUTIONS CENTER**

This JOINT ACTIVITY ADDENDUM ("Addendum") to the STRATEGIC ALLIANCE AGREEMENT is executed by and between Vizient, Inc. ("Vizient") and the Association of American Medical Colleges ("AAMC").

WHEREAS, the Parties entered into a strategic alliance agreement ("Agreement") and Joint Activity Addendum: Faculty Practice Solutions center (n/k/a Clinical Practice Solutions Center, or CPSC) effective January 1, 2018;

WHEREAS, effective January 1, 2021, Vizient acquired AAMC's interest in the Alliance Intellectual Property and Alliance Data in the CPSC;

WHEREAS, the Parties now wish to restate the Joint Activity Addendum for CPSC, and

WHEREAS, the Parties wish to continue to conduct the CPSC as a Joint Activity under the terms of the Agreement and the Restatement of Joint Activity Addendum for CPSC.

NOW THEREFORE, and in consideration of the recitals, the mutual covenants and agreements contained herein, and the performance thereof, Vizient and AAMC hereby agree to the following:

**I. DEFINITIONS**

A. Defined Terms. As used in this Addendum, the following capitalized terms shall have the following meanings:

1. "Clinical Practice Solutions Center" or "CPSC" is a Joint Activity under the Agreement and shall mean the Vizient/AAMC Clinical Practice Solutions Center, a set of web-based practice management analysis and benchmarking tools, products and services supported by applications and technologies that facilitate flexible reporting, paperless data collection, Participant networking and information exchange, and such other tools, products and services. The CPSC is currently offered to both community hospital physician groups, and faculty practice groups affiliated with academic medical centers, on similar CPSC platforms. The CPSC shall also include the Access and Throughput tool ("A&T"). A&T is a comparative data and reporting tool for those Participants who have supplied ambulatory scheduling data and provides benchmarking and related key performance indicators in the areas of organizational, subspecialty and provider specific ambulatory volume and efficiency. Performance is tracked at the location, subspecialty, and provider levels that can be trended over time. The tool also offers several related metrics designed to help optimize revenue capture in an easy to view format that can be tracked and trended over time. The tool will share insights related to:
  - \* New patient visit percentages and time to scheduling an appointment
  - \* Patient and provider, and clinic attributed cancellations
  - \* Provider throughput metrics such as the number of patients encounters seen per hour

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**IV. OWNERSHIP AND LICENSURE OF ALLIANCE DATA AND INTELLECTUAL PROPERTY**

**A. Ownership and Use of Alliance Data.**

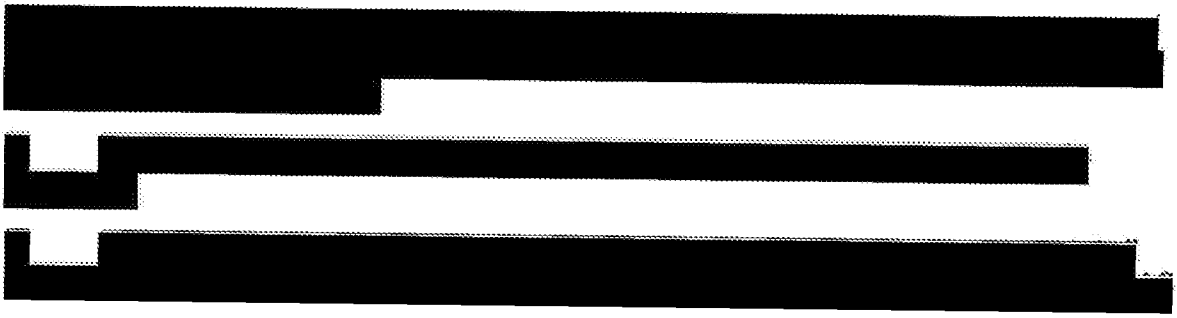
1. Alliance Data and Alliance Intellectual Property (as defined in the Agreement) shall be owned by Vizient, in accordance with the IP and Data Purchase Addendum.

**B. Ownership and Use of Name and Domain Name.**

1. In accordance with the Alliance Intellectual Property and Alliance Data Purchase Addendum, as of January 1, 2021, Vizient shall own all rights and interests in the name "Clinical Practice Solutions Center," the domain name for the CPSC (if any), and all IP Rights thereto.

[REDACTED]

[REDACTED]



IN WITNESS WHEREOF, the parties through their authorized signatories have signed below to indicate acceptance to the terms of this Restatement of Joint Activity Addendum:

VIZIENT, INC.

ASSOCIATION OF  
AMERICAN MEDICAL COLLEGES

David J. Skorton

Digitally signed by David J. Skorton  
Date: 2021.06.11 11:12:11-04'00'

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Brandings Guidelines  
(see attached)

## STRATEGIC ALLIANCE AGREEMENT

This STRATEGIC ALLIANCE AGREEMENT is made and entered into this first day of January, 2018 (the "Effective Date"), by and between VIZIENT, INC., a Delaware corporation on behalf of itself and its subsidiary, Vizient Data Services, LLC (collectively, "Vizient") and the ASSOCIATION OF AMERICAN MEDICAL COLLEGES, an Illinois not-for-profit corporation ("AAMC"). Vizient and AAMC may be referred to individually as a "Party," and collectively as the "Parties."

### I. RECITALS

WHEREAS, the University HealthSystem Consortium ("UHC") and AAMC entered into a strategic alliance agreement effective January 1, 2001 (the "2001 Agreement"), a key activity of which has been the development and operation of the Faculty Practice Solutions Center;

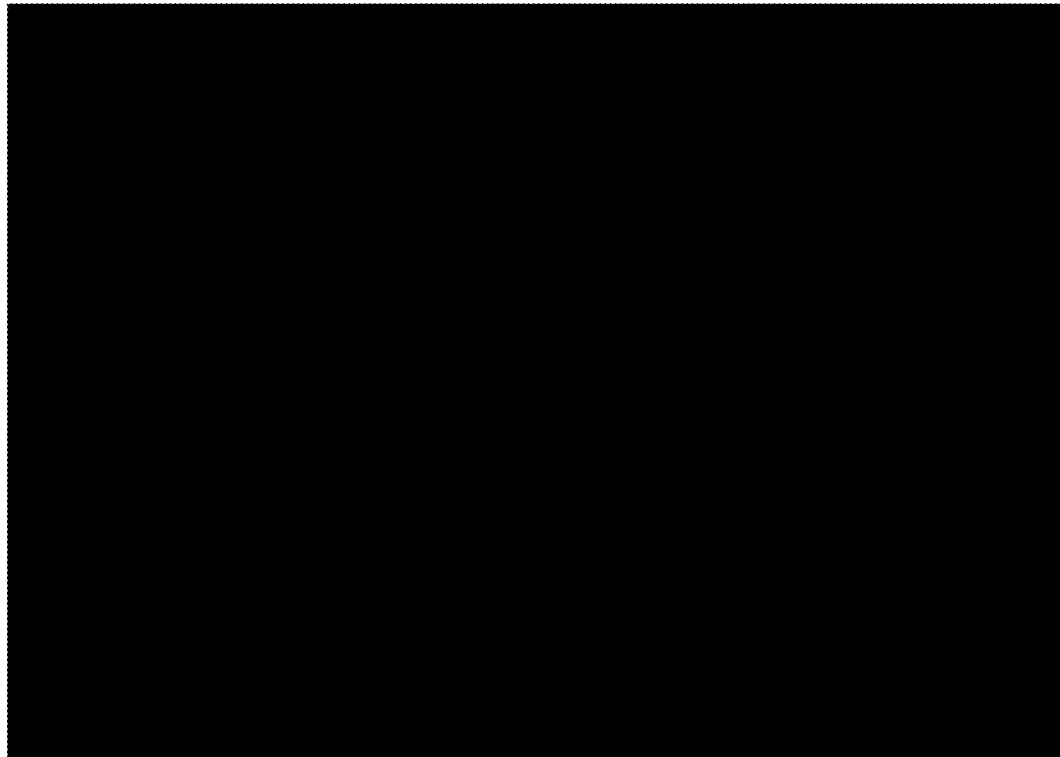
WHEREAS, Vizient acquired UHC in 2015, including UHC's interest in the 2001 Agreement; and

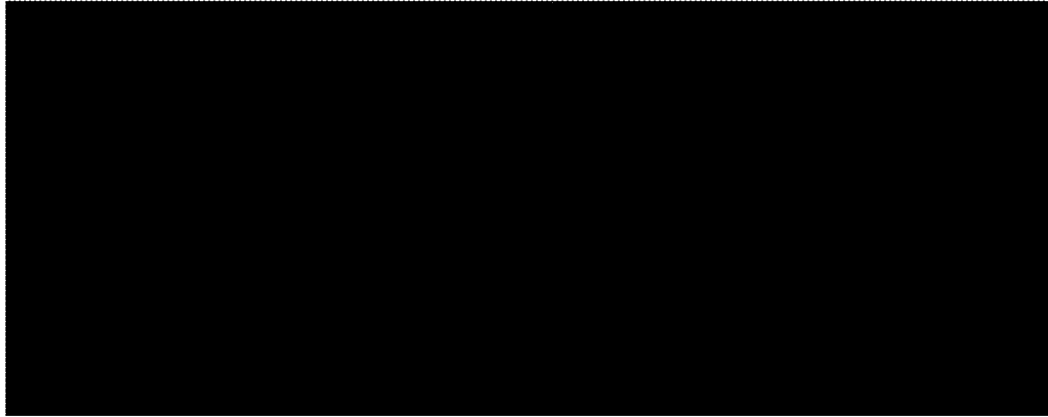
WHEREAS, Vizient and the AAMC desire to continue the relationship begun under the 2001 Agreement, including continuing to operate the Faculty Practice Solutions Center as well as other future activities, under a new, updated strategic alliance agreement.

NOW, THEREFORE, in consideration of the covenants set forth herein, and other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, the Parties agree as follows:

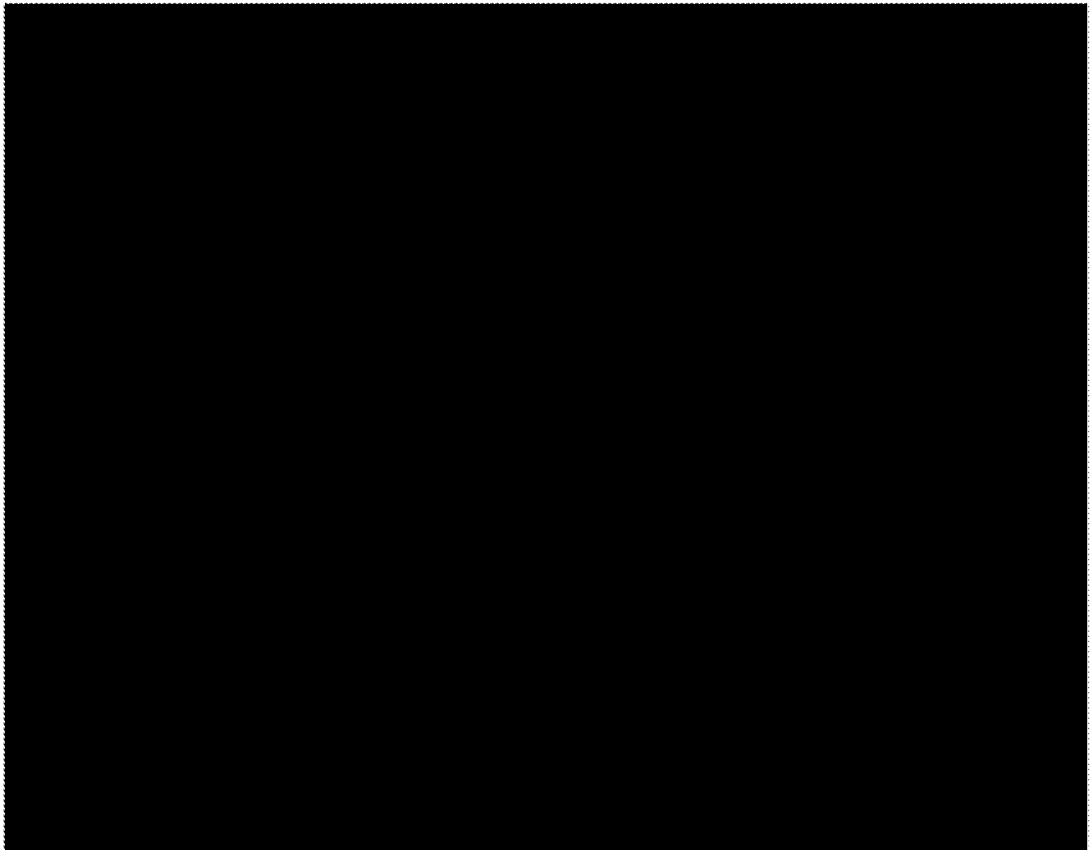
### II. DEFINITIONS

A. Defined Terms. As used in this Agreement, the following capitalized terms shall have the following meanings:

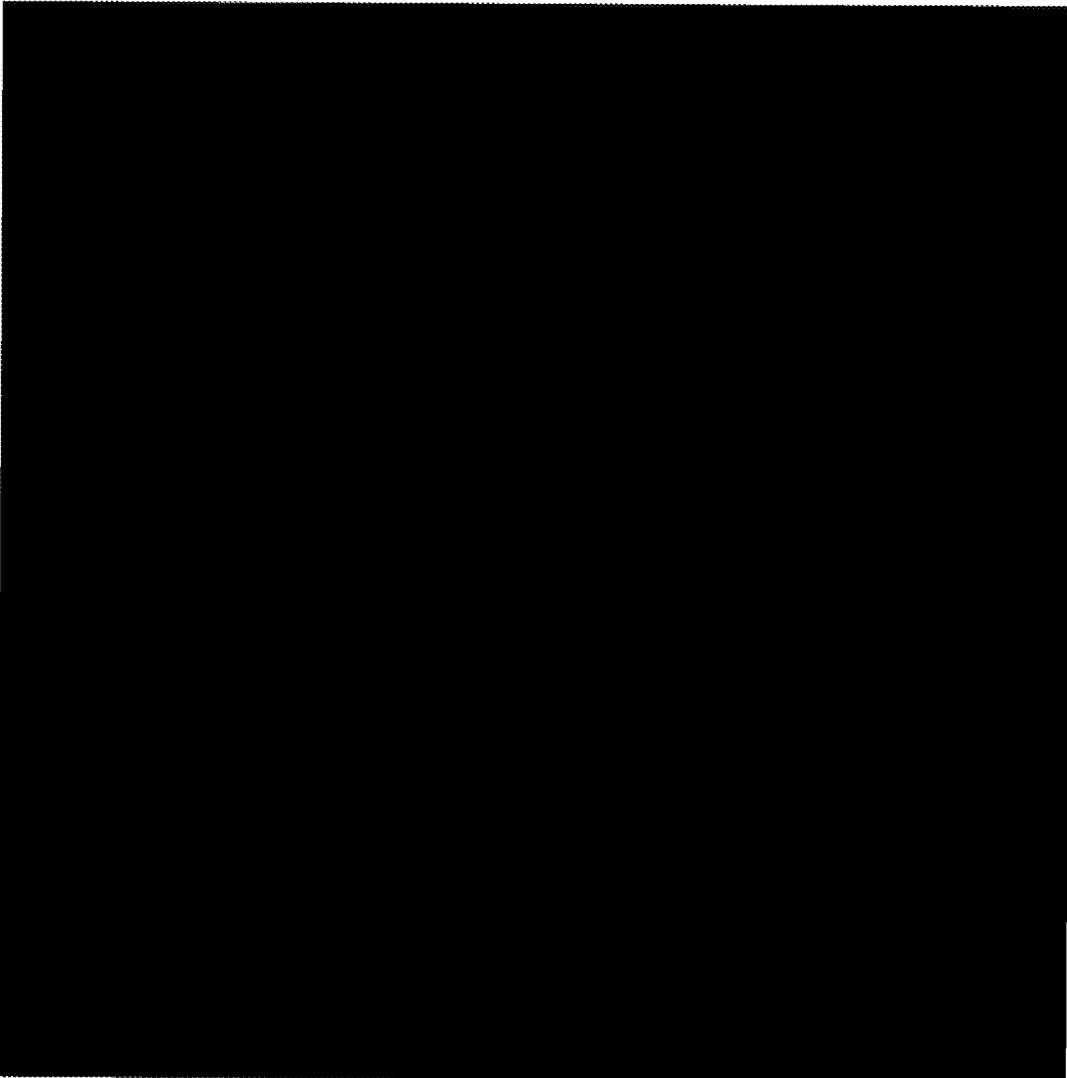




8. "Alliance Intellectual Property" shall mean all Intellectual Property (except as provided below) developed by or on behalf of either Party acting alone or jointly in connection with the development or operation of the Alliance and its Joint Activities during the Term, excluding: (i) Third Party Licensed Tools; (ii) Intellectual Property owned by either Party on the Effective Date; and (iii) any derivative works or other work based in whole or in part upon one or more pre-existing versions or iterations of the foregoing, such as a revision, modification, enhancement, translation, abridgement, condensation, expansion, or any other form in which such pre-existing version may be recast, re-engineered, re-developed, transformed, or adapted. In addition, all Alliance Intellectual Property under the 2001 Agreement is deemed Alliance Intellectual Property under this Agreement.









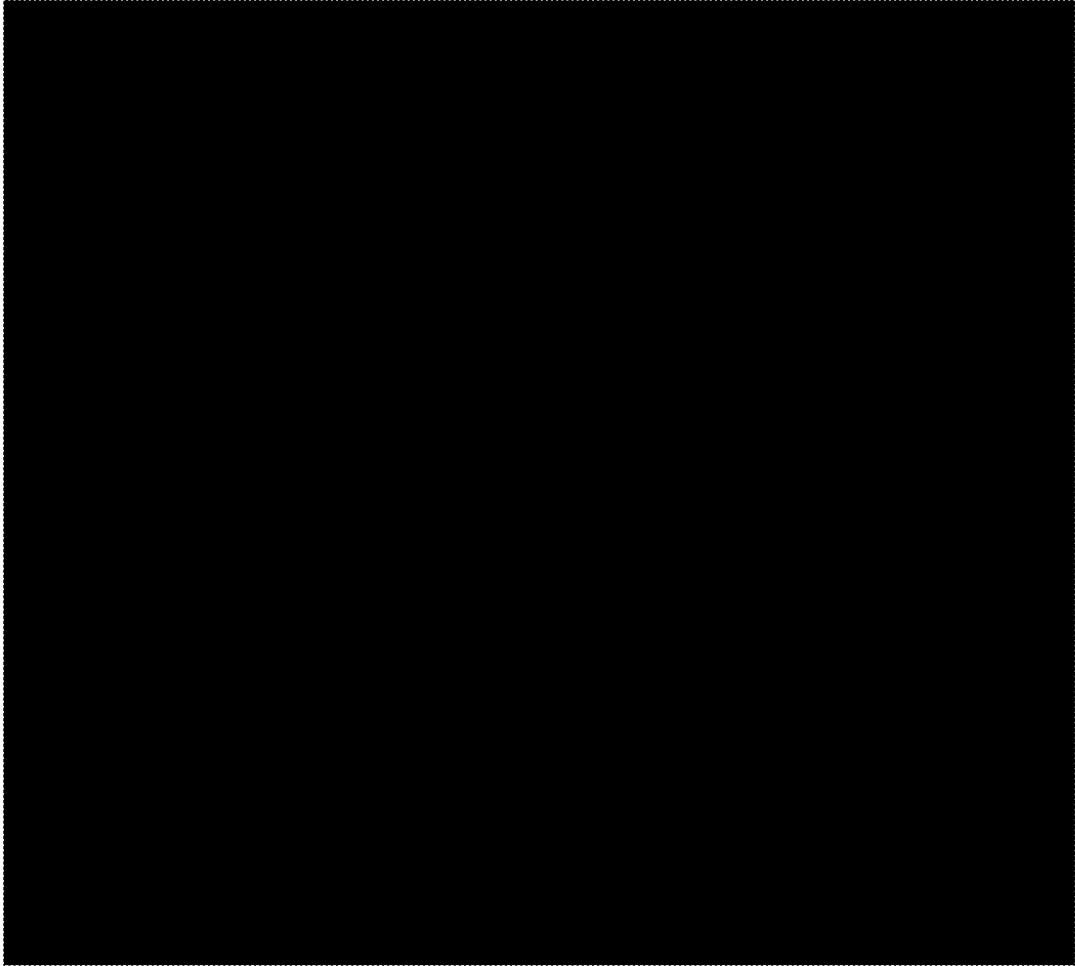
20. "Intellectual Property" shall mean (a) all Trade Secrets, (b) all Marks, (c) all Patent Rights, (d) all Copyrights, (e) all Software, and (f) all copies and tangible embodiments thereof (in whatever form or medium).

21. "IP Rights" shall mean all intellectual property or other proprietary rights with respect to any Intellectual Property or other property owned by a Party, including, without limitation, patent, copyright, and trade secret rights.

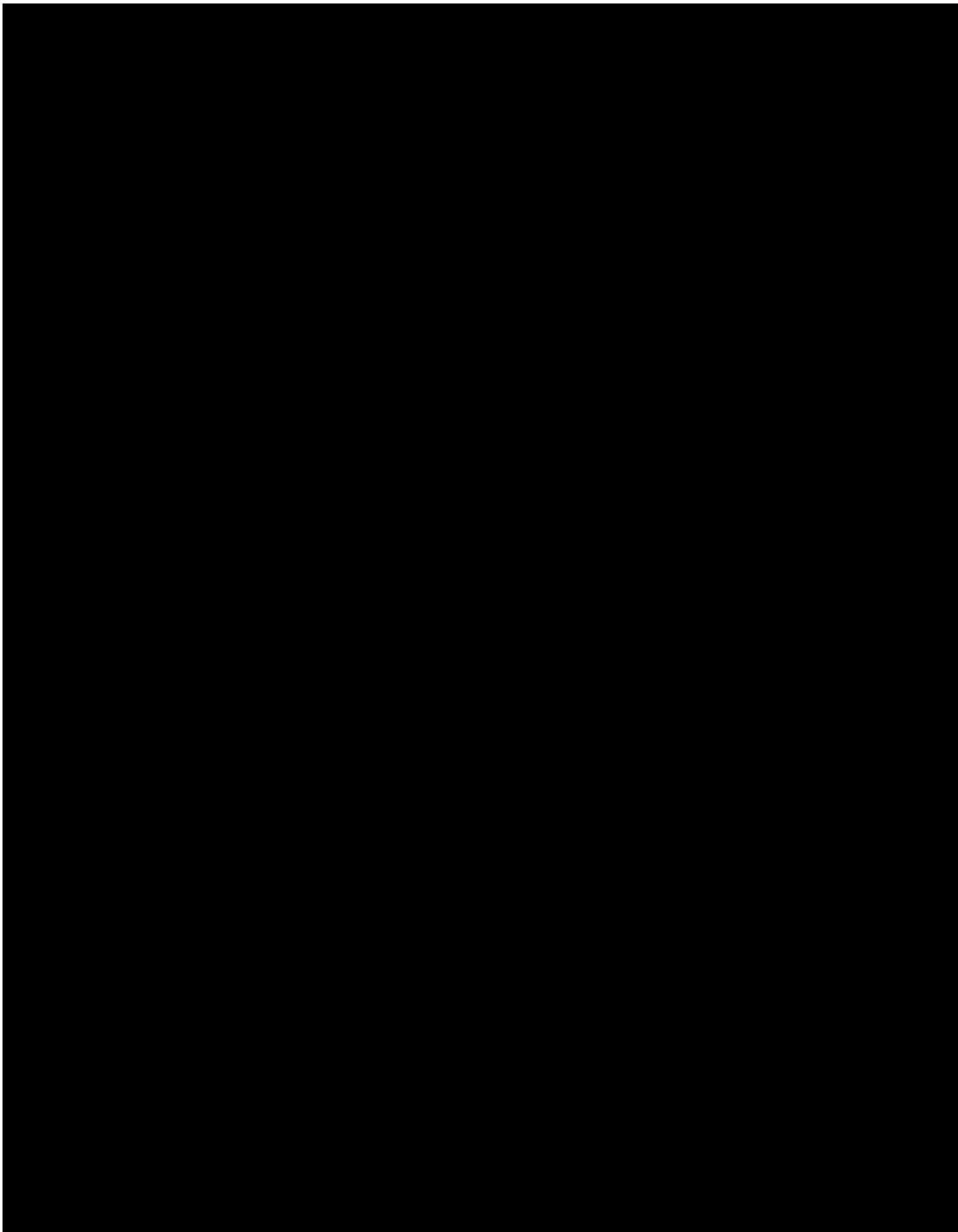


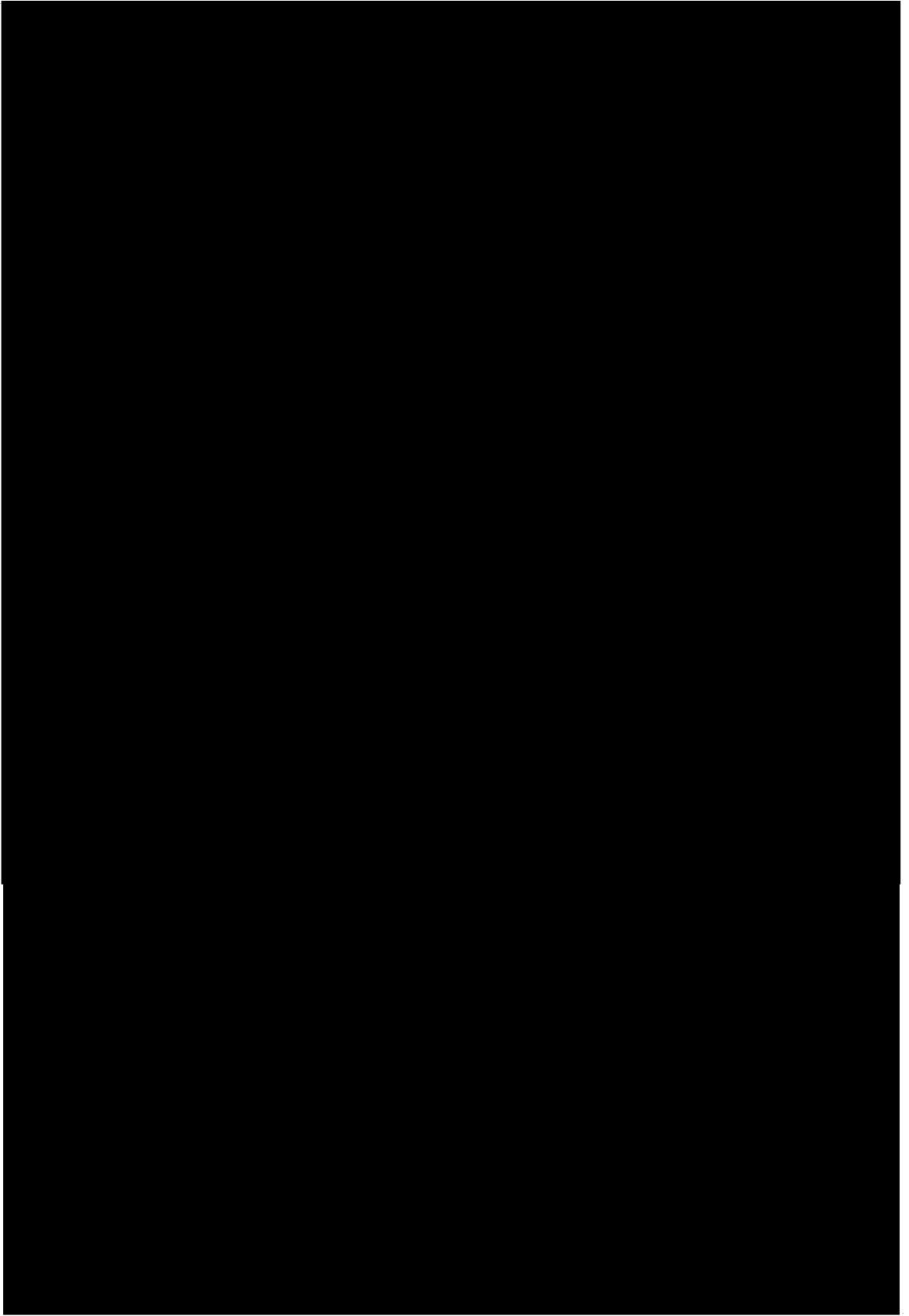


24. "Marks" shall mean all United States, state, and foreign trademarks, service marks, logos, trade dress, corporate names, trade names, domain names, and any other source-identifying devices or symbols, and any combination or variations thereof, together with all translations, adaptations, derivatives, and combinations thereof, and including all goodwill associated therewith, whether registered or unregistered, and all registrations, applications, and renewals in connection therewith.



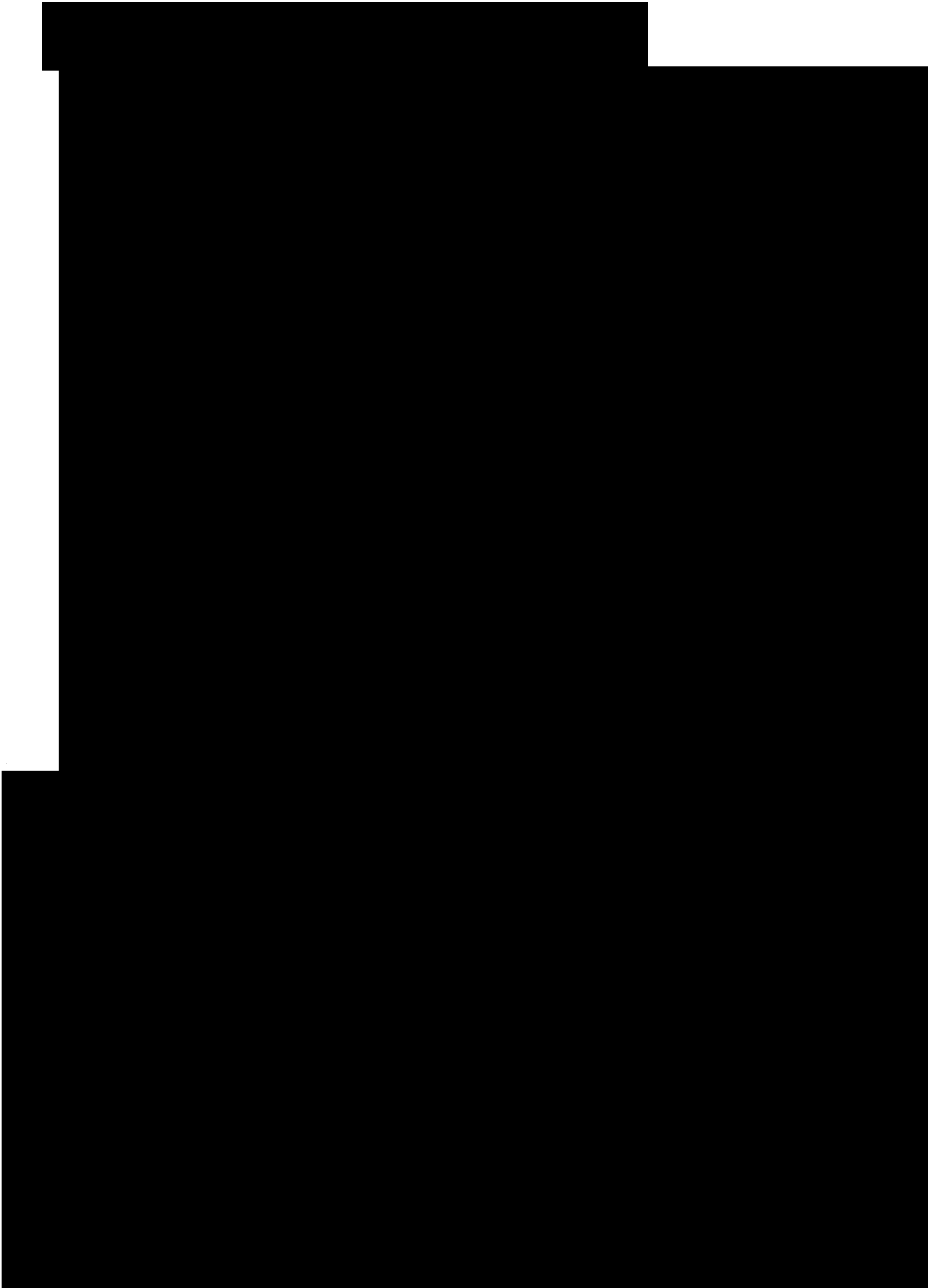








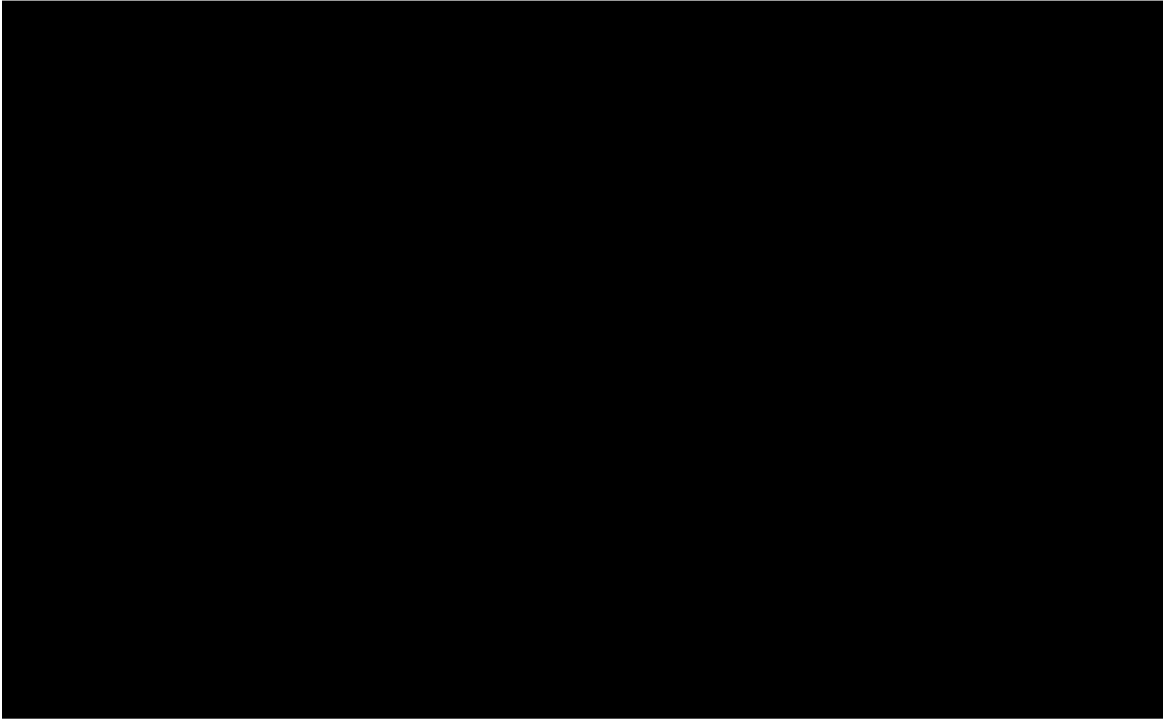


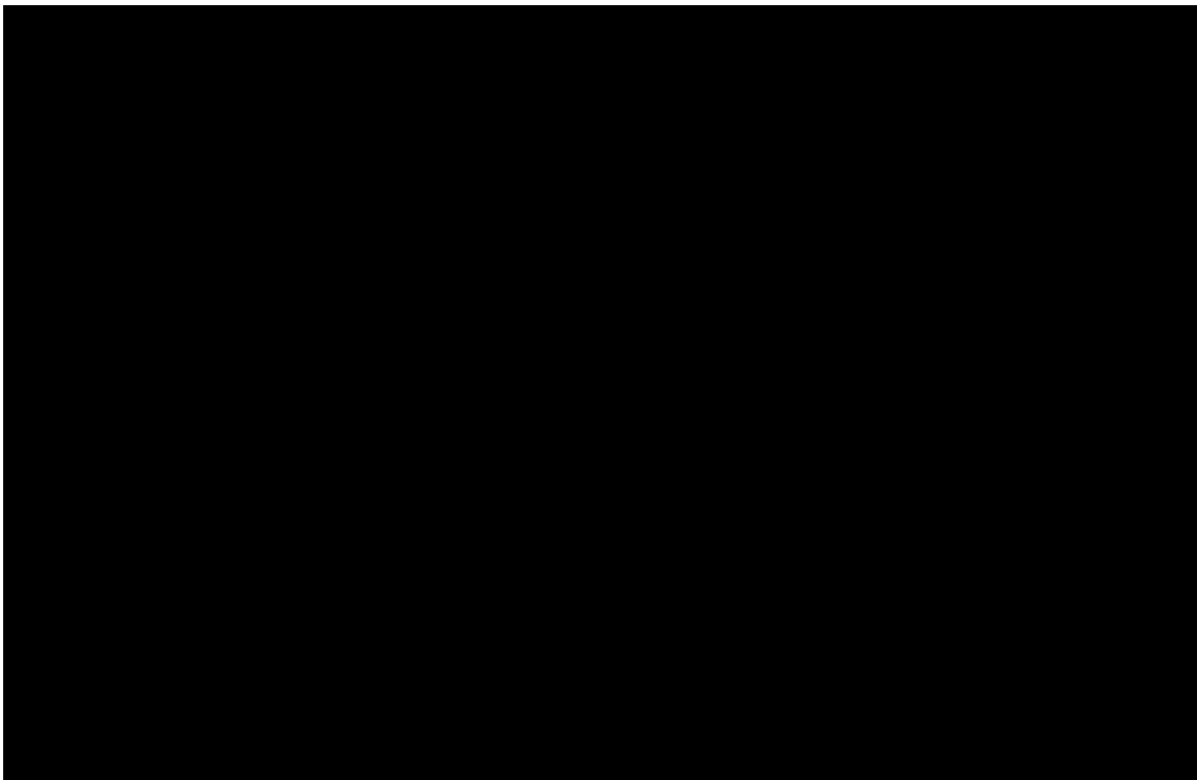
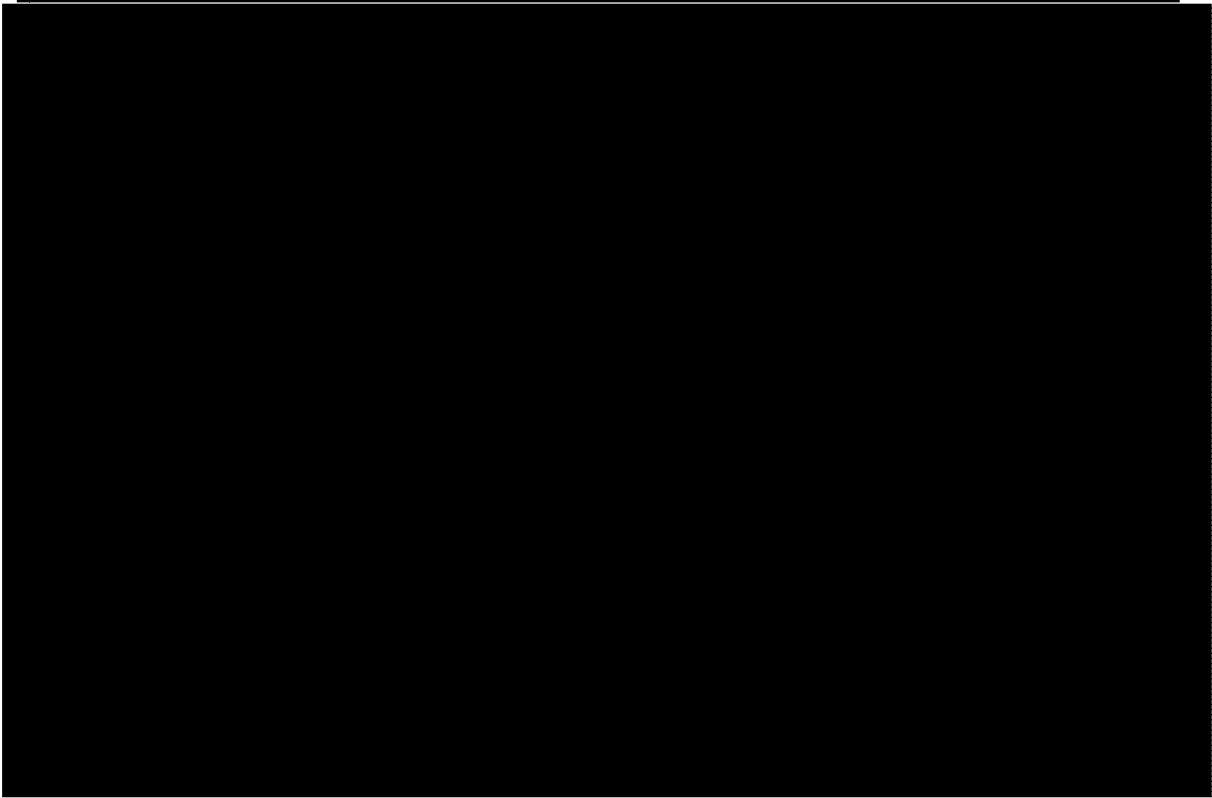
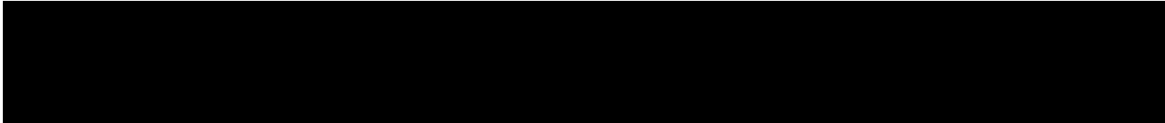


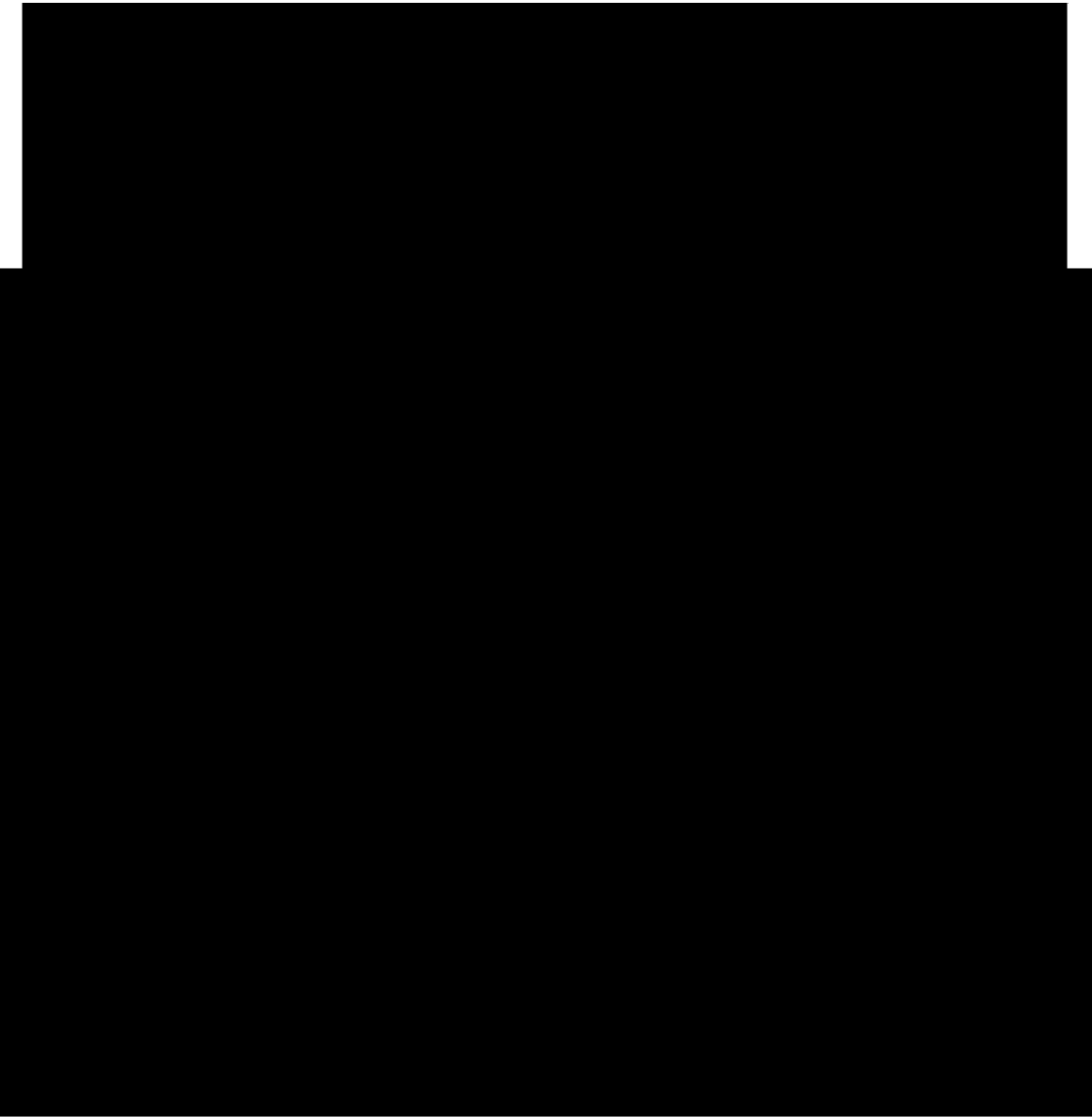




**VI. OWNERSHIP AND LICENSURE OF DATA AND INTELLECTUAL PROPERTY**





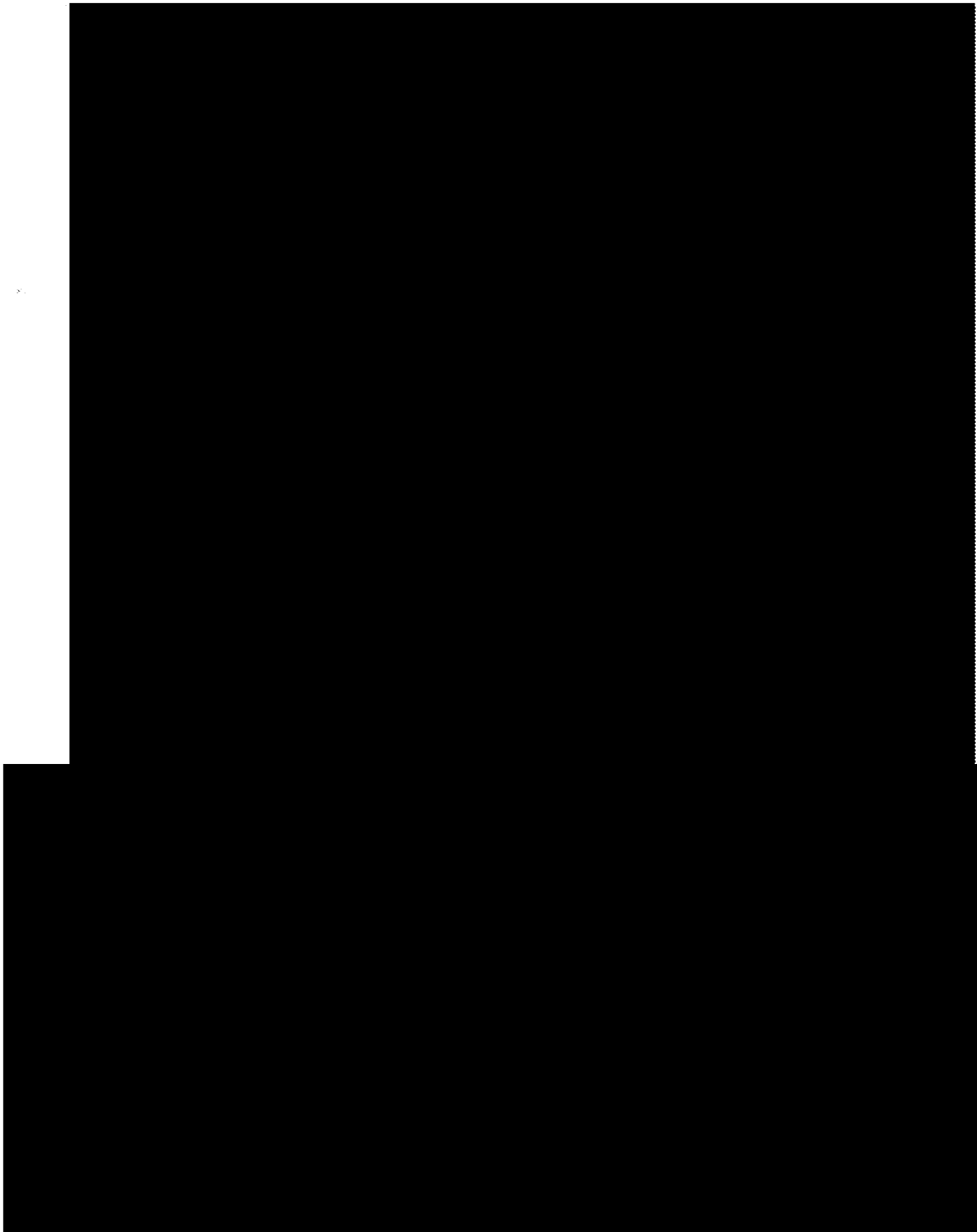


F. Ownership and Use of Alliance Intellectual Property.

1. Subject to Section VI.G, each Party shall have an undivided joint fifty percent (50%) ownership interest in all Alliance Intellectual Property, and all IP Rights thereto; provided, however, that all such Alliance Intellectual Property shall be owned and used in accordance with, and subject to, the restrictions set forth in this Section VI.F.

2. Each Party agrees that during the Term, it shall use the Alliance Intellectual Property solely for internal management and research, education, and advocacy purposes that do not interfere or compete with the development or operation of any Joint Activity offered by the Alliance.

3. If the Parties agree to seek patent or other intellectual property protections for any Alliance Intellectual Property, they shall contract with a mutually agreeable attorney or agent to act on their joint behalf, and shall share the costs and expenses related thereto equally.



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IN WITNESS WHEREOF, the parties through their authorized signatories have signed below to indicate acceptance to the terms of this Agreement

VIZIENT, INC.

ASSOCIATION OF  
AMERICAN MEDICAL COLLEGES

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Date

*Darrell G. Kirch*

\_\_\_\_\_  
Name: Darrell G. Kirch, M.D.

Title: President and CEO

*12/29/17*

\_\_\_\_\_  
Date

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