

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovative Solutions in Healthcare, Inc.		10/17/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	American Healthways, Inc.
Street Address:	3841 Green Hills Village Drive
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37215
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2130873	ONKOSERVICES

CORRESPONDENCE DATA	
Fax Number:	(615)742-0410
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	615-742-7760
Email:	trademarks@bassberry.com
Correspondent Name:	Robert L. Brewer
Address Line 1:	315 Deaderick Street
Address Line 2:	Suite 2700
Address Line 4:	Nashville, TENNESSEE 37238

ATTORNEY DOCKET NUMBER:	011211-000
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NAME OF SUBMITTER:	Robert L. Brewer
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into on the 17th of October, 2003 (the "Effective Date"), by and between Innovative Solutions in Health Care, Inc., a Delaware corporation, ("Assignor") and American Healthways, Inc., a Delaware corporation, ("Assignee").

WHEREAS, pursuant to that certain Software Purchase Agreement, dated as of the date hereof, (the "Agreement"), by and between Assignor and Assignee, Assignor agreed to sell, transfer, convey, assign, grant and deliver to Assignee, all right, title and interest in and to the computer software program called "Commotion", including, without limitation, all of its rights under the Base Software Agreement (as defined in the Agreement), and all components, documentation, instructional materials, updates, upgrades, amendments, modifications, enhancements and improvements thereto (the "Base Software") and the OnSite Services Radiation Oncology Software described in Exhibit E to the Agreement (the "OnSite Software") and together with the Base Software, the "Software") and all Intellectual Property (as defined below) associated with the Software or related thereto; and

WHEREAS, Assignor now desires to transfer all right, title and interest in and to the Software and any Intellectual Property rights associated therewith or related thereto to Assignee, including without limitation, the exclusive, unrestricted right to market, promote, service, maintain, license, sell, offer for sale, develop, and create derivative works based upon, the Software, and to otherwise use the Software throughout the world, and Assignee desires to acquire any and all of Assignor's right, title and interest in and to the Software and any and all Intellectual Property rights related thereto.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the foregoing premises and mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's worldwide right, title and interest in and to the Software and all patents, patent applications, registered and unregistered trademarks, trade names, service marks, and logos, registered and unregistered copyrights, technology, know-how, trade secrets, processes, formulas, techniques, works of authorship, moral rights, websites, domain names, and all other intellectual property related to, used in connection with or necessary in the operation of the Software, including without limitation those set forth on Exhibit A hereto (collectively, the "Intellectual Property"), together with the exclusive, unrestricted right to market, promote, service, maintain, develop and otherwise use the Software and the Intellectual Property in any and all fashion whatsoever throughout the world, the same to be held and enjoyed by Assignee, its successors and assigns as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

2. This Assignment is not intended in any way to supersede, modify or qualify any provision of the Agreement.

3. From time to time, at Assignee's request, whether on or after the Effective Date and without further consideration, Assignor shall execute and deliver, or cause to be executed and delivered, such further instruments of conveyance, transfer and assignment as may be necessary to convey, transfer and assign the Software and all Intellectual Property rights related thereto.

4. All capitalized terms used herein shall have the meanings given such terms in the Agreement, unless otherwise defined herein.

5. This Assignment shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Delaware, without regard to the rules of conflicts of law that would require the application of the law of any other jurisdiction.

6. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

ASSIGNOR:

INNOVATIVE SOLUTIONS IN HEALTH CARE

By: [Signature]
Title:

ASSIGNEE:

AMERICAN HEALTHWAYS, INC.

By: _____
Name:
Title:

STATE OF)
) ss
COUNTY OF)

On this 11 day of October, 2005, before me, _____, personally appears CLAYTON A. DREWYKE, CEO of AMERICAN HEALTHWAYS, INC. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.
[SEAL] Notary Public: [Signature]

My Commission Expires: _____



In WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

INNOVATIVE SOLUTIONS IN HEALTH CARE

By: _____
Name:
Title:

ASSIGNEE:

AMERICAN HEALTHWAYS, INC.

By: *Ben J. Leach*
Name: Ben J. Leach
Title: President & CEO

STATE OF Tennessee }
COUNTY OF Davidson }

On this _____ day of _____, 2013, before me, Henry Public, personally appeared Ben J. Leach, Jr., President & CEO of American Healthways, Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[SEAL]

Henry Public
Henry Public

My Commission Expires: 3/25/16



My Commission Expires MAR 25, 2016

1. United States Trademark Registration No. 2,130,873 for the Mark:
ONKOSERVICES
Registrant: Onkoservices, Inc.
Registered: January 10, 1998
2. U.S. Patent - Application No. 10/068,109, Filed Feb. 5, 2002 - "Method for the cost-effective delivery of medical services pursuant to a procedure based manual"
3. Medical Oncology Tracking System - Copyright Registration No. TX 559-436