

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710390

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900669200		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCIS, Inc.		09/30/2017	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Marshfield Clinic Health System, Inc.		
Street Address:	1000 North Oak Avenue		
City:	Marshfield		
State/Country:	WISCONSIN		
Postal Code:	54449		
Entity Type:	Non-Stock Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4883924	MCIS MARSHFIELD CLINIC INFORMATION SERVI	
CORRESPONDENCE DATA			
Fax Number:	6082587138		
<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:	6082554440		
Email:	pto-wis@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	33 East Main Street, Suite 300		
Address Line 4:	Madison, WISCONSIN 53703		
ATTORNEY DOCKET NUMBER:	836594-71		
NAME OF SUBMITTER:	Christina N. Ostorga		
SIGNATURE:	/Christina N. Ostorga/		
DATE SIGNED:	02/24/2022		
Total Attachments: 4			
source=Assignment #page1.tif			
source=Assignment #page2.tif			
source=Assignment #page3.tif			
source=Notice#page1.tif			

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made by and between MCIS, INC., a Wisconsin corporation ("MCIS") and MARSHFIELD CLINIC HEALTH SYSTEMS, INC., a Wisconsin nonstock corporation ("MCHS") and shall be effective as of 12:00:01 a.m. on the 1st day of October.

RECITALS:

WHEREAS, pursuant to the Articles of Dissolution effective September 30, 2017, and Plan of Complete Liquidation and Dissolution ("Dissolution Plan") of MCIS adopted on September 20, 2017, MCHS will receive all of the assets of MCIS in liquidation, including, without limitation, the Assigned Assets (as defined below) as the sole shareholder of MCIS.

NOW THEREFORE, in consideration of the foregoing and the agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Transfer of Assets and Assumption of Liabilities. Effective as of the date hereof, upon the terms and subject to the conditions set forth in this Agreement and the Dissolution Plan, MCIS hereby transfers, conveys, assigns, and delivers to MCHS all of MCIS's right, title, and interest in all intangible assets of MCIS, including, without limitation, all: (a) contracts to which MCIS is a party, including, without limitation, the contracts identified on Exhibit A hereto ("Assumed Contracts"); (b) accounts receivable of MCIS, including, without limitation, those identified on Exhibit B hereto ("Accounts Receivable"); (c) all prepaid expenses of MCIS, including, without limitation, those identified on Exhibit C hereto ("Prepaid Expenses"); (d) permits, certifications, and approvals of MCIS, including, without limitation, those identified on Exhibit D hereto ("Permits, Certifications and Approvals"); (e) intellectual property of MCIS, including, without limitation, the intellectual property identified on Exhibit E hereto ("Intellectual Property"); (f) all rights, claims and causes of action, warranties, representations and guarantees (express or implied) in favor of MCIS; and (g) all goodwill of MCIS (collectively, the "Assigned Assets"). MCHS hereby acquires, receives, accepts, and assumes the Assigned Assets, and, subject to the limitations set forth in Ch. 180 of the Wisconsin statutes, assumes agrees to perform all of MCIS's liabilities and obligations, including, without limitation, the liabilities and obligations under the Assumed Contracts.

2. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, legal representatives, successors and permitted assigns. Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other parties.

3. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule of Wisconsin or any other jurisdiction that would cause the laws of any other jurisdiction to apply.

4. Execution and Delivery. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Facsimile or electronic signatures shall constitute original signatures and shall be binding for all purposes thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as of the date first written above.

MCIS, INC.:

By: Denise B. Webb
Denise B. Webb
Chief Executive Officer

MARSHFIELD CLINIC HEALTH SYSTEMS, INC.^{CA20}

By: Susan L. Turney
Susan L. Turney, M.D.
Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

EXHIBIT E

Intellectual Property

Trademarks

1. MCIS INSIGHTS—Reg. No. 4,989,471
2. MCIS CLINICALS—Reg. No. 4,989,474
3. MCIS PATIENT—Reg. No. 4,989,473
4. MCIS Marshfield Clinic Information Services—Reg. No. 4,883,924

Patents/Provisional Patents

1. 14/637,342—HEALTHCARE ORGANIZATION MANAGEMENT SYSTEM THAT PROVIDES AT-RISK PATIENT POPULATION PREDICTION
2. 14/921,943—CLINICAL WORKFLOW ENGINE
3. 14/921,971—HEALTHCARE ORGANIZATION MANAGEMENT SYSTEM FOR PROVIDING REAL-TIME CARE RECOMMENDATIONS USING PHARMACOGENETIC DATA
4. 14/922,032—HEALTHCARE ORGANIZATION MANAGEMENT SYSTEM HAVING INTEGRATED DECISION SUPPORT ENGINE.
5. 15/367,598—METHODS AND SYSTEM FOR MANAGING CARE PLAN OF A PATIENT (LIVING CARE PLAN)
6. 62/459,430— SYSTEM AND METHOD FOR MEDICAL IMAGING WORKFLOW MANAGEMENT WITHOUT RADIOLOGY INFORMATION SYSTEMS