

U

10-13-1999

ark Office

10/6/99

To t
Pleas



101172601

Trademarks:
copy thereof.

<p>1. Name of Conveying Party(ies): Vision 2000 Technologies, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>2. Name and address of Receiving Party(ies)</p> <p>Name: <u>Vision 2000 Holdings, LLC</u> Internal Address <u>c/o Dr. Alan Touch</u> <u>Global Healthcare Strategies, LLC</u> Street Address <u>3209-112 Gresham Lake Road</u></p> <p>City: <u>Raleigh</u> State: <u>NC</u> ZIP: <u>27615</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>North Carolina Limited Liability Company</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Additional names and address attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><u>x</u> Assignment _____ Merger _____ Security Agreement _____ Change of Name _____ Other _____</p> <p>Execution Date: As of September 21, 1999</p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>B. Trademark registration No.(s) 2,031,704</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Mary Ward</u> Internal Address: _____</p> <p>Street Address: <u>414 Union Street, Suite 1600</u></p> <p>City: <u>Nashville</u></p> <p>State: <u>TN</u> ZIP: <u>37219</u></p>	<p>6. Total number of applications and registrations involved? 1</p> <p>7. Total fee (37 CFR 3.41) \$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account Number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
<p>(DO NOT USE THIS SPACE)</p>	
<p>9. Statement and Signature</p> <p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <p><u>Mary C. Ward</u> <u>Mary Ward</u> <u>10/6/99</u> Name of person signing Signature Date</p> <p style="text-align: right;">Total number of pages comprising cover sheet: 1</p>	

10/12/1999 WTHA11 00000263 0031704

01 FC:481

**ASSIGNMENT OF TRADEMARK
AND RESERVATION OF SECURITY INTEREST**

This Assignment of Trademark and Reservation of Security Interest ("Assignment") is executed as of September 21, 1999, by Vision 2000 Technologies, Inc. ("Assignor"), a Tennessee corporation, in favor of Vision 2000 Holdings, LLC ("Assignee"), a North Carolina limited liability company.

Assignor hereby assigns, quitclaims and conveys to Assignee all of Assignor's right, title and interest in and to the trademark described in Schedule A attached hereto (the "Trademark") together with the goodwill associated therewith and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country. This Assignment is made without any warranty, express or implied, as provided further in that Nova Assets Sale Agreement (the "Sale Agreement") between Assignor and Assignee dated as of the date hereof.

Pursuant to the Sale Agreement, Assignor has reserved, and Assignee has granted and hereby further grants to Assignor, a security interest in the Trademark and all proceeds thereof, in addition to other related property as provided further in the Sale Agreement.

This Assignment shall inure to the benefit of the heirs, successors and assigns of Assignee.

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date stated above.

VISION 2000 TECHNOLOGIES, INC.

By: Lynd J. Rothman
Title: VICE PRESIDENT

SCHEDULE A

U.S. Registration No. 2,031,704 of "NOVAVISION"

0585187.01
088521-019 09/24/1999