

09-08-2000



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8.14.00

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

1951920

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

09/07/2000 MTHA11 00000289 1951920

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0551-0027); Washington, D.C. 20503. See OMB Information Collection Budget Package 0551-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,951,920"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

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. Charges to deposit account are authorized, as indicated herein.

Claire M. Kimball

*Claire M Kimball*

8/11/00

Name of Person Signing

Signature

Date Signed

## TRADEMARK ASSIGNMENT

**CAREDATA REPORTS, INC.**, a corporation of the State of New York, with its principal place of business at 666 Third Avenue, 23<sup>rd</sup> Floor, New York, New York 10017-4034 (hereinafter called "ASSIGNOR"), has adopted and used and is the owner of the trademark, listed in the schedule attached hereto as Schedule A and made a part hereof (hereinafter referred to as the "Marks"), in connection with ASSIGNOR'S goods and services, and the goodwill associated therewith; and **CAREDATA.COM, INC.**, a corporation of the State of Delaware, with its principal place of business at 3565 Piedmont Road, Suite 400, Atlanta, Georgia 30305-1502 (hereinafter called "ASSIGNEE"), desires to acquire all right, title and interest in and to the Mark.

NOW, THEREFORE, in consideration of payment by ASSIGNEE to ASSIGNOR the sum of one dollar (\$1.00) and other valuable consideration, ASSIGNOR does hereby assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, all right, title and interest in and to the Mark, including all registrations and applications for registration thereof, together with the goodwill of the business symbolized by the Mark, and including any and all rights to damages or profits, due to or to become due, accrued or to accrue, arising out of past, present or future infringement of the Mark or injury to said goodwill, together with the right to sue or recover the same in the ASSIGNEE's name. ASSIGNOR further agrees to execute all documents necessary to perfect such rights, title, and interest in ASSIGNEE, its successors, assigns, and legal representatives.

If any term, provision or part of this agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this agreement shall not be impaired or affected thereby, and each term, provision and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument notwithstanding that all parties are not signatories to the same counterparts.

The parties hereto acknowledge that each has read this agreement, understand it, and agree to be bound by its terms. The parties further agree that this agreement is the complete and exclusive statement of agreement respecting the subject matters hereof, and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating hereto. The parties further acknowledge and agree that this agreement may not be modified, unless agreed to, in writing, by the parties.

IN WITNESS HEREOF, the ASSIGNOR has caused this Trademark Assignment to be executed by a duly authorized corporate officer to be effective as of 12:01 a.m. (E.D.T.), August 9, 2000.

ASSIGNEE hereby consents to and accepts this Trademark Assignment and has caused it to be executed by a duly authorized corporate officer to be effective as of the 12:01 a.m. (E.D.T.), August 9, 2000.

CAREDATA REPORTS, INC.

By: Barry W. Burt

Name: Barry W. Burt

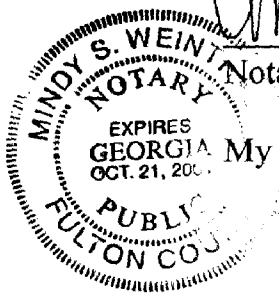
Title: Senior Vice President

STATE OF Georgia §

COUNTY OF Fulton §

On this 9<sup>th</sup> day of August, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Barry W. Burt, known by me to be the person of the above name and an officer of **CAREDATA REPORTS, INC.**, duly authorized to execute this Trademark Assignment on behalf of **CAREDATA REPORTS, INC.**, who signed and executed the foregoing instrument on behalf of **CAREDATA REPORTS, INC.**

Mindy S. Weint  
Notary Public  
My Commission Expires: 10/21/01



CAREDATA.COM, INC.

By: Barry W. Burt

Name: Barry W. Burt

Title: Senior Vice President

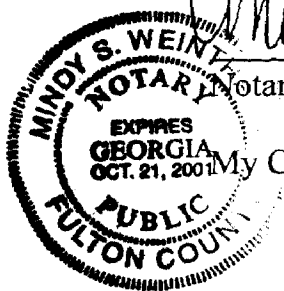
STATE OF Georgia §

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COUNTY OF Fulton §

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On this 9th day of August, 2000 before me, a Notary Public in and for the State and County aforesaid, personally appeared Barry W. Burt, known by me to be the person of the above name and an officer of CAREDATA.COM, INC., duly authorized to execute this Trademark Assignment on behalf of CAREDATA.COM, INC., who signed and executed the foregoing instrument on behalf of CAREDATA.COM, INC.



Mindy S. Weintz  
Notary Public

My Commission Expires: 10/21/01

Schedule A

Marks

**Mark**

**Registration No.**

**CAREDATA & Design**

1,951,920