

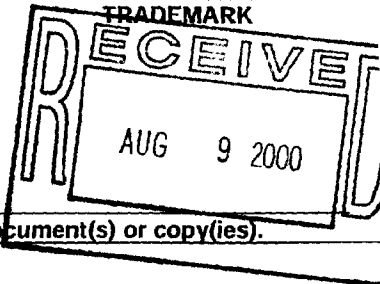
09-13-2000

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U.S. Department of Commerce
Patent and Trademark Office



101455832
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 Vencare, Inc. 6/28/99

Formerly _____ 192514

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Resident Care, LLC

DBA/AKATA _____

Composed of _____

Address (line 1) 17 Executive Park Drive

Address (line 2) Suite 250

Address (line 3) Atlanta Georgia 30329
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Georgia

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

09/12/2000 MTHA11 00000016 1925214
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01 FC:481

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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, 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

TRADEMARK
REEL: 002134 FRAME: 0208

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)

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

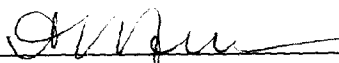
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Adam G. Mersereau, Esq.



8/9/2000

Name of Person Signing

Signature

Date Signed

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made as of this 28th day of June, 1999, by and between Resident Care, LLC, a Georgia limited liability company ("Purchaser") and Vencare, Inc., a Delaware corporation ("Seller").

RECITALS

A. Seller owns and operates its Resident Care System business (the "Business") using the RCS Windows 5.0 system, RCS DOS system and MDS Evaluator system (collectively, the "RCS Software");

B. Seller desires to sell certain of the assets associated with the Business to Purchaser, and Purchaser desires to purchase such assets from Seller;

C. The parties desire to enter into certain other transactions as set forth herein.

NOW, THEREFORE, in consideration of the premises and subject to the representations, warranties, covenants, and conditions contained herein, the parties agree as follows:

SECTION 1. SALE AND PURCHASE OF ASSETS.

Assets to be Sold by Seller. Subject to the terms and conditions contained herein, at and as of the Closing (as defined in Section 5 below), Seller shall sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, all of Seller's right, title and interest in and to the following assets owned by Seller and used by Seller in the Business (collectively, the "Assets"):

1.1 The Seller's customer list used in the RCS Business (the "Customer List") and other tangible personal property relating to the Business (except as excluded by Section 2 hereof) specifically described in Schedule 1.1 attached hereto, plus such additions thereto and deletions therefrom arising in the ordinary course of business between the date of this Agreement and the Closing (the "Personal Property");

1.2 All books and records of Seller related to the Business (except as excluded by Section 2 hereof);

1.3 The service marks, trade names and applications for any of the foregoing, if any, and the goodwill related thereto, and any other intangible assets related to or arising out of the Business, as specifically described in Schedule 1.3 attached hereto (the "Intangible Assets"); and

1.4 All of the customer contracts of Seller relating to the Business, including those described in Schedule 1.4 attached hereto (the "Contracts").

SECTION 2. EXCLUDED ASSETS. Notwithstanding anything in this Agreement to the contrary, the Assets shall not include, and Purchaser shall not acquire hereunder, any and all assets of Seller not specifically set forth in this Agreement, including, without limitation, [i] the RCS Software which shall be licensed to Purchaser pursuant to the License Agreement (as defined) and [ii] Seller's books and records, as pertaining to the organization or existence of Seller, as are necessary to enable Seller to file its tax returns and reports, and as related to the other businesses conducted by Seller.

SECTION 3. CONSIDERATION. The consideration for the Assets (the "Purchase Price") shall be Purchaser's assumption of the liabilities set forth in Section 4 of this Agreement and its execution and delivery of the License Agreement and Management Agreement (both as defined in Section 9).

SECTION 4. LIABILITIES. At and as of the Closing, Purchaser shall assume and timely pay, discharge and perform [i] all of the obligations and liabilities of Seller under the Contracts, and [ii] all obligations and liabilities arising out of Purchaser's ownership or operation of the Business after the Closing (collectively, the "Assumed Liabilities"). All other obligations and liabilities of Seller shall remain and be the sole obligations and liabilities of Seller.

SECTION 5. CLOSING. Subject to the satisfaction or waiver of the conditions in Section 8, the closing of the transactions contemplated by this Agreement shall take place at 10:00 a.m., local time, on June 30, 1999 or such other day and time as may be mutually agreed upon by the parties as necessary to assure the smooth transition of the Business (such closing being called the "Closing" and such date being called the "Closing Date") at the offices of Vencor, Inc., One Vencor Place, 680 South Fourth Street, Louisville, Kentucky.

SECTION 6. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Purchaser as follows:

6.1 Corporate Standing. Seller [i] is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and [ii] has all requisite power and authority and all necessary licenses, permits, franchises, certificates, authorizations, approvals, consents and rights to own the Assets and to enter into the "Operative Agreements" (as defined in Section 6.2).

6.2 Authorization. The execution and delivery of this Agreement, the Bill of Sale (as defined), the License Agreement and the Management Agreement (collectively, the "Operative Agreements") and consummation of the transactions contemplated thereby have been duly authorized by all requisite corporate action of Seller and the Operative Agreements constitute the valid and legally binding agreements of Seller, enforceable in accordance with their respective terms.

6.3 Property. Except as set forth in Schedule 6.3, Seller has good and marketable title to the Assets free and clear of any and all mortgages, pledges, security interests, liens, charges, claims, restrictions, and other encumbrances, except for liens of ad valorem taxes not

yet due and payable. All of the Personal Property (except inventory) is in good operating condition and shall be in good operating condition on the Closing Date, ordinary wear and tear excepted.

6.4 The execution and delivery of the Operative Agreements by Seller, compliance with their respective terms, or performance of any obligation thereunder will not result in the breach or violation of Seller's certificate of incorporation or bylaws or (to the best of Seller's knowledge) of any provision of federal, state or local law or regulation, or of any provision of any agreement, indenture, mortgage, lease, or other obligation or instrument, any judgment, or any order or decree of any court or other agency of government, or cause any acceleration thereof, to which Seller or any of the Assets are bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge, restriction, claim or encumbrance of any nature whatsoever upon any of the properties or assets of Seller except as set forth in Schedule 6.4.

6.5 Contracts. Each of the Contracts is a valid and binding obligation of the parties thereto, enforceable in accordance with its terms, and Seller is not in material default under any of the Contracts. None of the transactions contemplated by the Operative Agreements creates in any party to such Contracts the right to revise the terms of, to terminate, to accelerate any obligation, or otherwise declare that any such Contracts have been breached.

6.6 Licenses and Permits; Compliance with Laws. Seller has the lawful authority and all material state, federal, special or local governmental authorizations, licenses or permits required to conduct the Business as presently being conducted and for the use and occupancy of the Business.

6.7 Litigation. Neither the Assets nor the RCS Software are subject to any pending or, to Seller's knowledge, threatened litigation, arbitration, governmental investigation or other legal, administrative or tax proceeding or any judgment, order or decree or other governmental restriction which would impede or prevent the consummation of the transactions contemplated by this Agreement.

6.8 No Broker. Seller has not engaged any finder, broker, other individual or entity which shall be entitled to any commission or fee in connection with the transactions contemplated by this Agreement.

SECTION 7. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser represents and warrants to Seller as follows:

7.1 Standing. Purchaser [i] is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia; and [ii] has all requisite power and authority to enter into the Operative Agreements.

7.2 Authorization. The execution and delivery of the Operative Agreements and the consummation of the transactions contemplated thereby has duly authorized by

all requisite action of Purchaser and the Operative Agreements constitute the valid and legally binding agreements of Purchaser, enforceable in accordance with their respective terms.

7.3 No Conflict. The execution and delivery of the Operative Agreements by Purchaser, compliance with their respective terms, or performance of any obligation thereunder will not result in the breach or violation of Purchaser's articles of organization or operating agreement or (to the best of Purchaser's knowledge) of any provision of federal, state or local law or regulation, or of any provision of any agreement, indenture, mortgage, lease, or other obligation or instrument, any judgment, or any order or decree of any court or other agency of government, or cause any acceleration thereof, to which Purchaser or any of its assets are bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge, restriction, claim or encumbrance of any nature whatsoever upon any of the properties or assets of Purchaser.

7.4 No Broker. Purchaser has not engaged any finder, broker, other individual or entity which shall be entitled to any commission or fee in connection with the transactions contemplated by this Agreement.

SECTION 8. CONDITIONS PRECEDENT.

8.1 The obligations of Purchaser are subject to the following:

8.1.1 The representations and warranties of Seller contained in Section 6 shall be true and correct in all material respects as of the Closing with the same effect as though such representations and warranties had been made on and as of that date.

8.1.2 At Closing, Seller shall have performed all covenants to be performed by it including the delivery of all Closing items for the benefit of Purchaser.

8.1.3 All governmental and other material third party consents, licenses, permits, certifications and approvals required to consummate the transactions contemplated hereby and for the Purchaser to operate the Business as contemplated herein, shall have been obtained on terms and conditions satisfactory to Purchaser, in its sole discretion.

8.1.4 Seller shall have delivered to Purchaser a certificate dated on and as of the Closing, signed by an officer of Seller, to the effect that [i] Seller has performed all of its obligations and agreements and complied with all of its covenants contained in this Agreement to be performed or complied with on or before the Closing; and [ii] the representations and warranties of Seller contained herein are true and correct in all material respects on and as of the Closing with the same force and effect as though made on and as of such date.

8.1.5 There shall not be pending any lawsuit, claim or legal action involving Purchaser, Seller, the Assets, or the Business relating to the transactions contemplated by the Operative Agreements which would materially adversely affect the transactions contemplated by the Operative Agreements, the Assets or the Business.

8.1.6 Seller shall have delivered the Bank Group Consent (as defined) to Purchaser.

8.2 The obligations of Seller are subject to the following:

8.2.1 The representations and warranties of Purchaser contained in Section 7 shall be true and correct in all material respects as of the Closing with the same effect as though such representations and warranties have been made on and as of that date.

8.2.2 At Closing, Purchaser shall have performed all covenants to be performed by it, including delivery of all Closing items for the benefit of Seller.

8.2.3 All governmental and other material third party consents, licenses, permits, certifications and approvals required to consummate the transactions contemplated hereby and for the Purchaser to operate the Business as contemplated herein, shall have been obtained on terms and conditions satisfactory to Seller, in its sole discretion.

8.2.4 Purchaser shall have delivered to Seller a certificate dated on and as of the Closing, signed by an officer of Purchaser to the effect that [i] Purchaser has performed all of its obligations and agreements and complied with all of its covenants contained in this Agreement to be performed or complied with on or before the Closing; and [ii] the representations and warranties of Purchaser contained herein are true and correct in all material respects on and as of the Closing, with the same force and effect as though made on and as of such date.

8.2.5 There shall not be pending any lawsuit, claim or legal action involving Purchaser, Seller, the Assets or the Business relating to the transactions contemplated by the Operative Agreements which would materially adversely affect the transactions contemplated by the Operative Agreements, the Assets or the Business.

8.2.6 Seller shall have received approval from the Vencor, Inc. bank group to release the Assets for transfer to Purchaser without restrictions, liens or encumbrances (the "Bank Group Consent").

SECTION 9. CLOSING ITEMS.

9.1 At and as of the Closing, the following shall occur:

9.1.1 Seller and Purchaser shall execute and deliver an assignment and bill of sale in substantially the form attached hereto as Exhibit A (the "Bill of Sale").

9.1.2 Seller shall deliver to Purchaser at Seller's principal place of business all pertinent data and records maintained by Seller relating to the Assets.

9.1.3 Seller and Purchaser shall execute and deliver the License Agreement (the "License Agreement") in substantially the form attached hereto as Exhibit B.

9.1.4 Seller and Purchaser shall execute and deliver the Management Agreement (the "Management Agreement") in substantially the form attached hereto as Exhibit C.

9.1.5 Seller shall deliver all consents required for assignment and transfer by Seller to Purchaser of the Assets, including any Contract consents and the Bank Group Consent.

9.1.6 Seller shall execute and deliver the closing certificate referenced in Section 8.1.4.

9.1.7 Purchaser shall execute and deliver the closing certificate referenced in Section 8.2.4.

SECTION 10. FURTHER COVENANTS.

10.1 Seller covenants and agrees that, except as otherwise expressly provided herein, between the date hereof and the Closing, [i] Seller will conduct the Business in the ordinary course and consistent with its prior practices, [ii] Seller will maintain, keep and preserve the tangible personal property (other than inventory) in the same general operating condition as of the date hereof, ordinary wear and tear excepted, and [iii] Seller will not sell or dispose of or conduct negotiations concerning the sale or disposition of any of the Assets except as permitted herein, or permit the creation of any additional pledge, lien or other encumbrance, security interest or imperfection of title thereon or with respect thereto, except for liens for ad valorem taxes not yet due and payable.

10.2 Seller shall give Purchaser and its agents, attorneys, accountants and consultants reasonable access during normal business hours to all of the Assets, property, books, contracts, commitments and records related to or used in connection with the Business. Purchaser and its agents, attorneys, accountants and consultants shall keep confidential any information and documents obtained from Seller.

10.3 Seller shall cooperate fully with Purchaser both before and after the Closing in connection with Purchaser's efforts to obtain or maintain all licenses, permits, certifications and other authorizations necessary for the continued operation of the Business.

10.4 Seller and Purchaser shall execute such documents as may reasonably request for the purpose of consummating the transactions as contemplated by this Agreement.

SECTION 11. INDEMNIFICATION.

11.1 Seller shall indemnify and hold harmless Purchaser and its representatives, members, officers and managers (the "Purchaser Indemnitees") against any and all of the following:

11.1.1 All liabilities, claims, and obligations of, or claims against, Purchaser which are not Assumed Liabilities.

11.1.2 Any damage, loss, liability, cost, expense or deficiency incurred by any Purchaser Indemnitee resulting from any misrepresentation, breach of representation and warranty, or nonfulfillment of any covenant or agreement on the part of Seller under this Agreement or any other Operative Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Purchaser under this Agreement.

11.1.3 All actions, suits, proceedings, demands, assessments, judgments, costs, and expenses, including reasonable attorneys' fees, incident to any of the foregoing.

11.2 Purchaser shall indemnify and hold Seller and its representatives, officers, directors, employees and agents (the "Seller Indemnitees") harmless against any and all of the following:

11.2.1 Any damage, loss, liability, cost, expense or deficiency incurred by any Seller Indemnitee resulting from any misrepresentation, breach of representation and warranty, or nonfulfillment of any covenant or agreement on the part of Purchaser under this Agreement or any other Operative Agreement (including, without limitation, Purchaser's obligations with respect to the Assumed Liabilities), or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Seller under this Agreement.

11.2.2 All actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including reasonable attorneys' fees, incident to any of the foregoing.

11.3 Whenever indemnification is sought under this Section, the party seeking indemnification (the "Indemnitee") shall promptly notify in writing the party from whom indemnification is sought (the "Indemnitor") of such claim for indemnification and the Indemnitee shall promptly provide the Indemnitor with all information concerning the underlying claim of liability. Thereafter, the Indemnitor shall have the right and obligation to defend the Indemnitee, including the right to retain counsel on behalf of the Indemnitee and to enter into any settlement which includes the Indemnitee, so long as such settlement is payable by the Indemnitor. Nothing contained herein shall be construed as prohibiting the Indemnitee from retaining its own counsel at its sole expense. The Indemnitor shall keep the Indemnitee fully apprised at all times as to the

status of the defense and shall consult with the Indemnitee prior to settlement of any indemnified matter.

11.4 This Section 11 shall survive the Closing.

SECTION 12. SURVIVAL OF REPRESENTATIONS. All representations, warranties, covenants and agreements made by Seller and Purchaser in this Agreement, or in any instrument or document delivered pursuant hereto, shall survive the Closing for a period of six months, and shall be unaffected by any investigation at any time made by or on behalf of the parties.

SECTION 13. ASSIGNMENT. This Agreement shall not be assignable by any party (including assignments by operation of law) without the prior written consent of the other parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

SECTION 14. RISK OF LOSS. The risk of loss, damage or destruction to the Assets from fire or other casualty or cause shall be borne by Seller, at all times until the Closing. The risk of loss, damage or destruction to the Assets shall thereafter be borne by Purchaser.

SECTION 15. TRANSFER TAXES. Purchaser shall pay all applicable sales, use and transfer taxes, if any, related to the consummation of the transactions contemplated hereby.

SECTION 16. CONSTRUCTION; SEVERABILITY. This Agreement is being delivered and shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky without reference to its conflict of laws rules. In the event that any provision of this Agreement is found to be unenforceable, invalid or illegal, the remainder of this Agreement shall continue in full force and effect as if such unenforceable, invalid, or illegal provision were not a part of this Agreement.

SECTION 17. NOTICES. All notices, requests, demands, and other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid, as follows:

- a. **If to Purchaser:** Resident Care, LLC
c/o Interactive Health Network
17 Executive Park Drive
Suite 250
Atlanta, GA 30329

b. **If to Seller:** Vencare, Inc.
One Vencor Place
680 South Fourth Avenue
Louisville, KY 40202-2412
Attn: Frank W. Anastasio

With copy to: Vencor, Inc.
One Vencor Place
680 South Fourth Avenue
Louisville, KY 40202-2412
Attn: General Counsel

SECTION 18. EXPENSES. Except as otherwise provided herein, each party shall bear its own expenses in connection with this Agreement.

SECTION 19. AMENDMENT. No amendment to this Agreement shall be effective unless set forth in a writing signed by all parties hereto.

SECTION 20. WAIVER. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement.

SECTION 21. ENTIRE AGREEMENT. This Agreement, including its exhibits and schedules, constitutes the entire understanding of the parties regarding the subject matter hereof, and supersedes all prior negotiations, communications and agreements between the parties, whether oral or written, concerning the subject matter hereof including that certain Letter of Intent dated May 13, 1999.

SECTION 22. PUBLICITY; NO DISCLOSURE. The parties shall cooperate and consult with each other in making any press release or in making any other announcement regarding the transactions described in this Agreement. Each party shall use its best efforts to disclose to the other parties the contents of any release or announcement regarding the transactions described in this Agreement prior to its delivery to the press or its issuance to the public.

SECTION 23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

INTENDING TO BE LEGALLY BOUND, the parties have duly executed this Agreement on the day and year first above written.

"PURCHASER"

RESIDENT CARE, LLC

By: *[Signature]*

Title: PRESIDENT

"SELLER"

VENCARE, INC.

By: _____

Title: _____

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INTENDING TO BE LEGALLY BOUND, the parties have duly executed this Agreement on the day and year first above written.

"PURCHASER"

RESIDENT CARE, LLC

By: _____

Title: _____

"SELLER"

VENCARE, INC.

By: Frank W. Anastasio

Title: President

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Schedule 1.3

INTANGIBLE ASSETS

ProVision (trademark)

ProVision Learning System (copyright)

Interactive Health Network (trademark)