

04-11-2001

FORM PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101671988

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **HBS International, Inc.**

- Individual(s)
- General Partnership
- Corporation-State (WA)
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

3-97-01

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: December 4, 2000

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **75/208,250 ; 75/072,915**
75/711,006

B. Trademark Registration No.(s) **2,219,220 ; 2,187,167**
2,096,526 ; 2,141,496

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jason A. Cohen, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$190.00

Enclosed

Authorized to be charged to deposit account 272001

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

190E

9. 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.

Jason A. Cohen, Esq.
Name of Person Signing

Signature

3/29/01
Date

Total number of pages comprising cover sheet: 10

04/11/2001 GTDN11 00000020 75208250

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

01 FC:481 40.00 OP

02 FC:482 150.00 OP

TRADEMARK
REEL: 002267 FRAME: 0718

ASSUMPTION AGREEMENT, dated as of December 4, 2000, made by HBS International, Inc., a Washington corporation (the "Additional Grantor", or "HBSI"), in favor of THE CHASE MANHATTAN BANK, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H :

WHEREAS, HCIA, L.L.C. (the "Borrower") the Lenders and the Administrative Agent have entered into a Credit Agreement, dated as of November 24, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Holding, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of November 24, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

HBS INTERNATIONAL, INC.

By: 

Name: Gregg D. Bennett

Title: President and CEO

Supplement to Schedule 1

NOTICE ADDRESSES OF GUARANTORS

Guarantor

Address

HBS International, Inc.

411 108th Avenue N.E., Suite 800
Bellevue, WA 98004

DESCRIPTION OF INVESTMENT PROPERTY

Pledged Stock:

<u>Issuer</u>	<u>Class of Stock</u>	<u>Stock Certificate No.</u>	<u>No. of Shares</u>
HBS International, Inc.	Common	1	1,000

Pledged Notes:

<u>Issuer</u>	<u>Payee</u>	<u>Principal Amount</u>
HCIA-Sachs, L.L.C.	HCIA Holding, LLC	\$ 7,053,364.08
HBS International, Inc.	HCIA Holding, LLC	\$12,946,635.92

**FILINGS AND OTHER ACTIONS REQUIRED
TO PERFECT SECURITY INTERESTS***

Uniform Commercial Code Filings:

State of Washington Department of Licensing
405 Black Lake Boulevard SW
P.O. Box 9034
Olympia, WA 98507-9034

* With respect to HBS International, Inc.

LOCATION OF JURISDICTION OF ORGANIZATION
AND CHIEF EXECUTIVE OFFICE

Grantor and Jurisdiction of Organization

Location

HBS International, Inc. (Washington)

411 108th Avenue N.E., Suite 800
Bellevue, WA 98004

LOCATION OF INVENTORY AND EQUIPMENT

Grantor

Location

HBS International, Inc.

411 108th Avenue N.E., Suite 800
Bellevue, WA 98004

OWNED COPYRIGHTS

HBSI Explore Standard Transaction Code Database, Registration No. Txu 746-592, registration date May 20, 1996

Source code for Piramed, Registration No. Txu 613-678, registration date January 18, 1994

PATENTS AND PATENT LICENSES

None.

TRADEMARKS AND TRADEMARK LICENSES

Registered Trademarks and Service Marks:

Mark	Reg. No.	Reg. Date
FATHOM	2,219,220	1/19/99
HBS INTERNATIONAL, INC.	2,187,167	9/8/98
HBSI ACTION	2,096,526	9/16/97
HBSI CALIBER	2,141,496	3/3/98

Pending Applications for Trademarks and Service Marks:

Mark	Serial No.
HBS INTERNATIONAL, INC.	75/208250
HBSI EXPLORE	75/072915
STCS	75/711006

Common Law Trademarks and Service Marks:

HBSI has used but not registered the following trademarks: HBSI Clinical Performance Analyzer, HBSI Executive Information Systems, HBSI EXPLORE MD, HBSI CPA, HBSI Pharmaceutical Module.

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