

08-15-2001



Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Healthmatics, G.P.

08/10/01

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

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

3. Nature of conveyance:

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

Execution Date: December 29, 2000

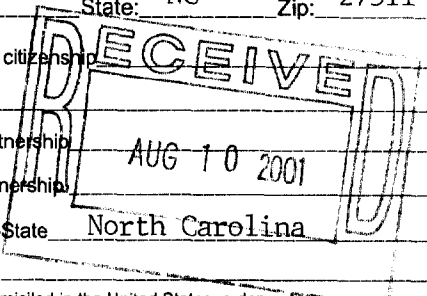
2. Name and address of receiving party(ies)

Name: Management Systems Associates, Inc
Internal d/b/a A4 Health Systems
Address:

Street Address: 5501 Dillard Drive
City: Cary State: NC Zip: 27511

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State North Carolina
- Other

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

75/461,844

B. Trademark Registration No.(s)

2,451,322 2,409,107

Additional number(s) attached Yes No

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

Name: J. Christopher Lynch

Internal Address:

Street Address: 4101 Lake Boone Trail

Suite 300

City: Raleigh State: NC Zip: 27607

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

J. Christopher Lynch

Name of Person Signing

J. Christopher Lynch
Signature

August 7, 2001
Date

Total number of pages including cover sheet, attachments, and document: 16

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

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01 FC:481
02 FC:482

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50.00 OP

TRADEMARK
REEL: 002348 FRAME: 0384

CONTINUATION OF RECORDATION FORM COVER SHEET: TRADEMARK ONLY**Regarding the following trademarks/service marks:**

MARK	FILED	SERIAL/REGIS. #	STATUS
HEALTHMATICS	April 3, 1998	75/461844	Pending
HEALTHMATICS	April 3, 1998	2451322	Registered
HEALTHMATICS	April 3, 1998	2409107	Registered

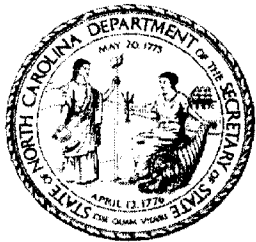
Item 2. Name and address of conveying parties:**Name/Entity****Address**

MVP Acquisition I, Inc.
A North Carolina Corporation

1100 Crescent Green, Suite 210
Cary, North Carolina 27511

MVP Acquisition II, Inc.
A North Carolina Corporation

1100 Crescent Green, Suite 210
Cary, North Carolina 27511



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER

OF

MVP ACQUISITION II, INC.

INTO

MANAGEMENT SYSTEMS ASSOCIATES, INC.

the original of which was filed in this office on the 29th day of December, 2000.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 29th day of December, 2000

Elaine F. Marshall

Secretary of State

Document Id: 203649219

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ARTICLES OF MERGER
OF
MVP ACQUISITION II, INC.
INTO
MANAGEMENT SYSTEMS ASSOCIATES, INC.

Pursuant to § 55-11-05 of the General Statutes of North Carolina, the undersigned corporation, as the surviving entity in a merger, hereby submits the following Articles of Merger.

1. The surviving corporation is Management Systems Associates, Inc., a corporation organized under the laws of the State of North Carolina; the name of the merged corporation is MVP Acquisition II, Inc., a corporation organized under the laws of the State of North Carolina. The name of the surviving corporation shall be "Management Systems Associates, Inc."
2. Attached as Exhibit A hereto and made a part hereof is a copy of the Agreement and Plan of Merger that was duly adopted in the manner prescribed by Chapter 55 of the North Carolina General Statutes by the boards of directors of the surviving and merging corporation.
3. Shareholder approval of the merger was not required by Chapter 55 of the North Carolina General Statutes because the surviving corporation was the owner of all of the outstanding shares of each class of the merging corporation and the Agreement and Plan of Merger does not provide for any changes in the articles of incorporation of the surviving corporation that require shareholder action.
4. The sole shareholder of the merged corporation waived the mailing requirement of Section 55-11-04(c) of the North Carolina General Statutes, making these Articles of Merger eligible for immediate delivery to the North Carolina Secretary of State for filing.
5. These articles will be effective December 31, 2000 at 11:59 p.m., Eastern Daylight Time.

[Remainder of page intentionally left blank.]

This the 29th day of December 2000.

MANAGEMENT SYSTEMS
ASSOCIATES, INC.

By: Cynthia P. Mitchell
Name: Cynthia P. Mitchell
Title: Secretary

CORP-3862-33-202832-01

TRADEMARK

EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
OF MANAGEMENT SYSTEMS ASSOCIATES, INC.,
A NORTH CAROLINA CORPORATION,
AND
MVP ACQUISITION II, INC.,
A NORTH CAROLINA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of December 29, 2000 (the "Agreement"), is between Management Systems Associates, Inc., a North Carolina corporation (the "Parent"), and MVP Acquisition II, Inc., a North Carolina corporation and wholly owned subsidiary of the Parent ("MVP II"). MVP II and the Parent are sometimes referred to herein as the "Constituent Corporations".

RECITALS

- A. MVP II, a corporation duly organized and existing under the laws of the State of North Carolina, is a wholly owned subsidiary of the Parent.
- B. The Parent owns all of the issued and outstanding shares of capital stock of MVP II.
- C. The Board of Directors of the Parent and MVP II have determined it is advisable and in the best interests of the Parent, the sole shareholder of MVP II, and MVP II that MVP II merge with and into the Parent upon the terms and conditions herein provided.
- D. The Boards of Directors of MVP II and the Parent have approved this Agreement. Approval of the shareholders of the Parent and MVP II of this Agreement is not required under the North Carolina Business Corporation Act, and the Boards of Directors of MVP II and the Parent have therefore directed that this Agreement be executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, MVP II and the Parent hereby agree, subject to the terms and conditions hereinafter set forth, as follows.

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement and the North Carolina Business Corporation Act, MVP II shall be merged with and into the Parent (the "Merger"), the separate existence of MVP II shall cease and the Parent shall be, and is herein sometimes referred to as, the "Surviving Corporation."

1.2 Filing and Effectiveness. The Merger shall become effective at 11:59 p.m., local time, on December 31, 2000, subject to the satisfaction of the following condition.

(a) Executed Articles of Merger or an executed counterpart of this Agreement meeting the requirements of the North Carolina Business Corporation Act shall have been filed with the Secretary of State of the State of North Carolina.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of MVP II shall cease and the Parent, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and MVP II's Boards of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of MVP II in the manner as more fully set forth in the North Carolina Business Corporation Act, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of MVP II in the same manner as if the Parent had itself incurred them, all as more fully provided under the applicable provisions of the North Carolina Business Corporation Act.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Articles of Incorporation. The Articles of Incorporation of the Parent as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of the Parent as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of the Parent immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III. MANNER OF CONVERSION OF STOCK

3.1 MVP II Common Stock. Upon the Effective Date of the Merger, each share of stock of MVP II issued and outstanding immediately prior thereto shall be cancelled by virtue of the Merger and without any action by the Constituent Corporations.

IV. GENERAL

4.1 Further Assurances. From time to time, as and when required by the Parent or by its successors or assigns, there shall be executed and delivered on behalf of MVP II such deeds and other instruments, and there shall be taken or caused to be taken by the Parent and MVP II such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by the Parent the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of MVP II and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Parent are fully authorized in the name and on behalf of MVP II or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either the Parent or MVP II, or both.

4.3 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of North Carolina.

4.5 Expenses. Each party to the transactions contemplated by this Agreement (including, without limitation, the Parent, MVP II and their shareholders) shall pay its own expenses, if any, incurred in connection with such transactions.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 5501 Dillard Drive, Cary, NC 27511, and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of North Carolina and, so far as applicable, the merger provisions of the North Carolina Business Corporation Act.

4.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of MVP II and the Parent, is hereby executed on behalf of each such corporation and attested by its officers thereunto duly authorized. Each such officer, by his signature below, hereby declares under penalty of perjury that this instrument is the act and deed of the corporation on behalf of which he acts, and the facts stated herein are true.

MANAGEMENT SYSTEMS ASSOCIATES, INC.
(a North Carolina corporation)

By: Cynthia P. Mitchell

Name: Cynthia P. Mitchell
Title: Secretary

MVP ACQUISITION II, INC.
(a North Carolina corporation)

By: Cynthia P. Mitchell

Name: Cynthia P. Mitchell
Title: Secretary

CORP-3862-33-203033-01