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10-5-01
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)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (WA)
- Other _____

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

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

Name: **HCIA-Sachs, L.L.C.**

Internal Address: _____

Street Address: **1800 Sherman Avenue**

City: **Evanston** State: **IL** ZIP: **60201**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other **Delaware Limited Liability Company**

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

3. Nature of conveyance:

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

Execution Date: **January 1, 2001**

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: **Robyn Greenberg, 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

8. Deposit account number: _____

(Attached 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.

Robyn Greenberg, Esq.
Name of Person Signing

Robyn Greenberg
Signature

10/4/01
Date

Total number of pages comprising cover sheet: 7

10/09/2001 DBYRNE 00000025 75208250

01 FC:481
02 FC:482

40.00 BP
150.00 OP

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

ASSET TRANSFER AND EXCHANGE AGREEMENT

ASSET TRANSFER AND EXCHANGE AGREEMENT, dated as of January 1, 2001, by and between HBS INTERNATIONAL, INC., a Washington corporation ("HBSI"), and HCIA-Sachs, L.L.C., a Delaware limited liability company ("HCIA-Sachs").

WHEREAS HBSI and HCIA-Sachs are subsidiaries of HCIA Holdings, LLC, a Delaware limited liability company ("Parent"); and

WHEREAS HBSI desires to sell, convey, assign, transfer and deliver all of its existing assets and properties to HCIA-Sachs in exchange for a Priority Member interest in HCIA-Sachs as described herein and the assumption by HCIA-Sachs of all of HBSI's obligations and liabilities, and HCIA-Sachs is willing to purchase and acquire such assets and properties in exchange for granting HBSI a Priority Member interest in HCIA-Sachs and the assumption of such obligations and liabilities, in each case as described herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

Section 1. Transfer of Assets. As of the date hereof, HBSI hereby sells, conveys, assigns, transfers and delivers to HCIA-Sachs, and HCIA-Sachs hereby purchases, acquires and accepts from HBSI, in exchange for the Priority Member interest in HCIA-Sachs as described below and the assumption of the obligations and liabilities of HBSI as provided in Section 5 hereof, (x) all of HBSI's existing assets and properties (of every kind, nature and description, real, personal or mixed, tangible or intangible and wherever situated, whether or not carried on HBSI's books) and (y) to the extent of all such assets and properties subject to sale, the goodwill and business of HBSI as a going concern (collectively, the "Assets"). The Assets include, without limitation, all right, title and interest of HBSI in and to:

- (i) all tangible personal property and inventories owned by it and all cash on hand, including bank accounts, cash equivalents and temporary cash investments;
- (ii) subject to Section 2 hereof, the rights of HBSI under all contracts, agreements, licenses, sales orders, purchase orders and other commitments relating to the Assets and all leases of real or personal property to which HBSI is a party, either as lessee or lessor;
- (iii) (a) all patents, trademarks and trade names, trademark and trade name registrations, logos, servicemark registrations, copyright registrations, all applications pending for patent or for trademark, trade name, servicemark or copyright registrations,

domain name registrations, and all software owned and/or used by HBSI and (b) all licenses granted by or to HBSI and all other agreements to which HBSI is a party that relate, in whole or in part, to any intangible rights mentioned in (a) above;

(iv) all collective bargaining agreements, employment and consulting agreements, independent contractor agreements, executive compensation plans, bonus plans, deferred compensation agreements, employee pension plans or retirement plans, employee profit sharing plans, employee stock purchase and stock option plans, group life insurance, hospitalization insurance or other similar plans or arrangements maintained for or providing benefits to directors, officers, employees of, or independent contractors or other agents for HBSI;

(v) the transferable licenses, permits, approvals and authorizations by governmental authorities related to the operation of HBSI's business;

(vi) all right, title and interest of HBSI in and to all prepaid printing, postage, maintenance and miscellaneous expenses relating to or used in HBSI's business;

(vii) all right, title and interest of HBSI in and to all inventions (whether patentable or not), specifications, processes, applications, trade secrets, customer lists, databases and data collections and all other similar intangible personal property owned or claimed by HBSI and relating to or used in its business;

(viii) all right, title and interest of HBSI in and to all papers, documents, instruments, books and records, files, agreements, books of account and other records by which the Assets might be identified or enforced, or otherwise pertaining to the Assets or the business of HBSI;

(ix) all right, title and interest of HBSI in and to the restrictive covenants and obligations of officers, employees, former officers and former employees of HBSI and all rights, claims and causes of action against any officer, former officer, employee, former employee or other person arising out of the disclosure or use, or threatened disclosure or threatened use, of any proprietary information relating to HBSI's business; and

(x) all right, title and interest of HBSI in and to all choses in action, claims and causes of action in favor of HBSI relating to any of the Assets.

Section 2. Nonassignable Contracts. Nothing in this Agreement shall be construed as an attempt or agreement to assign:

(i) any contract that is nonassignable under applicable law, rules or regulations or without the consent of the other party or parties thereto unless and until the appropriate consent shall have been given; or

(ii) any contract or claim as to which all the remedies for the enforcement thereof enjoyed by HBSI would not pass to HCIA-Sachs as an incident of the assignments provided for by this Agreement.

In order, however, that the full value of every contract and claim of the character described in clauses (i) and (ii) above may be realized by HCIA-Sachs, HBSI shall, by itself or by its agents, at the request and expense and under the direction of HCIA-Sachs, in the name of HBSI or otherwise as HCIA-Sachs shall specify and as shall be permitted by applicable law, rules and regulations, take all such action and do or cause to be done all such things as shall in the opinion of HCIA-Sachs be necessary or proper (x) in order that the rights and obligations of HBSI under such contracts shall be preserved and (y) for, and to facilitate, the collection of the moneys due and payable, and to become due and payable, to HBSI in and under every such contract and claim, and HBSI shall hold the same for the benefit of and shall pay the same over promptly to HCIA-Sachs.

Section 3. Possession and Control; Accounts Receivable.

(a) On the date hereof HBSI is taking all actions reasonably requested by HCIA-Sachs in order to put HCIA-Sachs in actual possession and operating control of the Assets.

(b) From and after the date hereof, HCIA-Sachs shall have the right and the authority to collect for its own account, all accounts receivable of HBSI and to endorse with the name of HBSI any checks received on account of such receivables. From and after the date hereof, HBSI will, promptly following receipt thereof, transfer and deliver to HCIA-Sachs any cash or other property that it may receive in respect of such receivables and until so transferred and delivered the same shall be deemed to be held in trust for HCIA-Sachs.

Section 4. Consideration. As payment in full and in exchange for the sale, conveyance, transfer, assignment and delivery of the Assets to HCIA-Sachs as of the date hereof, subject to the assumption by HCIA-Sachs of the liabilities and obligations of HBSI as provided herein, as of the date hereof HCIA-Sachs is granting to HBSI a Priority Member interest (as provided in the LLC Agreement defined below) in HCIA-Sachs having the preferences, rights and other terms specified in the Amended and Restated Operating Agreement of HCIA-Sachs, LLC dated as of January 1, 2001 (the "LLC Agreement"). As of the date hereof, HBSI is executing and delivering to HCIA-Sachs a counterpart of the LLC Agreement.

Section 5. Assumption of Liabilities and Obligations. As of the date hereof, and as additional consideration for the purchase of the Assets, HCIA-Sachs hereby assumes and agrees to pay, perform and discharge when due, any and all liabilities and obligations of HBSI.

Section 6. Certain Matters Relating to Employees. No provision contained in this Agreement shall create any third party beneficiary or other rights in any employee or former employee of HBSI (or any beneficiary or dependent thereof) in respect of continued employment

or resumed employment with HBSI or any of its affiliates and no provision of this Agreement shall create any such rights in any such persons in respect of any benefits that may be provided under any employee benefit plan or arrangement that may be established by HCIA-Sachs.

Section 7. Miscellaneous.

(a) Bulk Transfer Laws. Each party to this Agreement hereby waives compliance by the other parties with any applicable bulk transfer laws, including, without limitation, the bulk transfer provisions of the Uniform Commercial Code of any state, or any similar statute, with respect to the transactions contemplated hereby, and each party hereby agrees to indemnify the other parties and to hold them harmless from and against any damages asserted by any creditor of HBSI for non-compliance by HBSI or HCIA-Sachs with bulk transfer laws that may be applicable to the sale or transfer of the Assets hereunder.

(b) Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) Entire Agreement. This Agreement and the LLC Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof. No representation, warranty, promise, inducement or statement of intention has been made by any party which is not embodied in this Agreement or such other documents, and neither HBSI, on the one hand, nor HCIA-Sachs, on the other hand, shall be bound by, or be liable for, any alleged representation, warranty, promise, inducement or statement of intention not embodied herein or therein.

(d) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York

(e) Binding Effect; Benefits. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(f) Assignability. Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party hereto without the prior written consent of the other party hereto.

(g) Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first above written.

HBS INTERNATIONAL, INC.

By Michael F. Burke
Name: Michael F. Burke
Title: Vice President

HCIA-SACHS, L.L.C.

By Charles Burwell
Name: Charles Burwell
Title: Executive VP

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