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10-09-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101867115

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

1. Name of conveying party(ies):

Medical Strategies, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 06/29/01

2. Name and address of receiving party(ies)

Name: Healthpoint Technologies, Ltd.

Internal c/o Carlile Patchen & Murphy LLP Address:

Street Address: 366 East Broad Street

City: Columbus State: Ohio Zip: 43215

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Ohio limited liability company

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

B. Trademark Registration No.(s)

2060971, 1803137, 1806691

Additional number(s) attached Yes No

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

Name: Michael A. Smith

Internal Address: mas@cpmlaw.com

Carlile Patchen & Murphy LLP

Street Address: 366 East Broad Street

City: Columbus State: Ohio Zip: 43215

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.

Michael A. Smith

Signature

6/29/01

Date

Name of Person Signing

Signature

6

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

07/17/2001 BYTRME 00000255 2060971

01 FC:481 02 FC:482

40.00 documents to be recorded with required cover sheet information to: 50.00 Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002378 FRAME: 0857

## GENERAL ASSIGNMENT OF TRADEMARKS

THIS GENERAL ASSIGNMENT (the "Assignment") is made and entered into as of this 29<sup>th</sup> day of June, 2001 ("Effective Date"), by and between Medical Strategies, Inc., with its principal place of business at 7000 Cardinal Place, Dublin, Ohio 43017 ("Assignor"), and Healthpoint Technologies Ltd., with its principal place of business at 366 East Broad Street, Columbus, Ohio 43215 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 8, 2001 (the "Agreement"), pursuant to which Assignor has agreed to sell all of the intellectual property pertaining to the "Business," as said term is defined in the Agreement;

WHEREAS, Assignor is the sole and exclusive owner of record of the trademark registrations and applications identified and set forth on Schedule A, attached hereto and made part hereof, (the "Marks") and the goodwill of the business associated therewith; and

WHEREAS, Assignee wishes to acquire from Assignor and Assignor wishes to assign to Assignee all of the right, title and interest in and to the Marks, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest of the Assignor in and to the Marks, together with the goodwill of the business associated therewith, and all registrations and applications therefor in the United States, including any renewals and extensions of such registrations

that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have and enjoyed by the Assignor if this Assignment had not been made; together with all income royalties or payments, if any, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the United States Patent and Trademark Office and foreign offices, as appropriate, to record Assignee as the assignee and owner thereof.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, at Assignee's request and sole expense, reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (4) in the implementation or perfection of this Assignment.

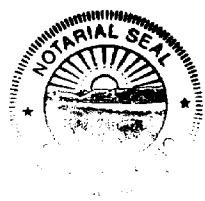
IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 29<sup>th</sup> day of June, 2001.

MEDICAL STRATEGIES, INC.  
By: [Signature]  
Name: Brandon A. Ford  
Title: Executive Vice President

HEALTHPOINT TECHNOLOGIES LTD.  
By: [Signature]  
Name: David Flashover  
Title: ~~Executive~~ President

STATE OF OHIO            )  
                                          ) ss  
COUNTY OF FRANKLIN    )

On the 29<sup>th</sup> day of June, 2001, there appeared before me Brandon A. Ford, personally know to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf of and with full authority of Medical Strategies, Inc.



**AMY B. HAYNES**  
**ATTORNEY AT LAW**  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date.  
133 R.C.

Amy B. Haynes  
Notary Public

My commission expires: No expiration

STATE OF OHIO )  
 ) ss  
COUNTY OF FRANKLIN )

On the 29<sup>th</sup> day of June, 2001, there appeared before me David Flashover, personally know to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf of and with full authority of Healthpoint Technologies Ltd.



AMY B. HAYNES  
ATTORNEY AT LAW  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.

Amy B. Haynes  
Notary Public

Franklin County

My commission expires: No expiration

SCHEDULE A

<u>Description</u>	<u>Registration Number</u>	<u>Country</u>
Healthtouch	#2060971	USA
Healthtouch (Design)	#1803137	USA
Healthtouch	#1806691	USA

MAS/SDW/473956.2  
025225.001

**RECORDED: 07/10/2001**

**TRADEMARK  
REEL: 002378 FRAME: 0862**