


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

01-31-2002


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

101966152

1.75.00

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

1. Name of conveying party(ies):

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

VISTA Information Solutions, Inc.

Name: Business Information Technology, Inc.

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

Street Address:
4640 West 77th Street
Suite 262
Edina, MN 55435

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

3. Nature of conveyance:

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

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

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

Execution Date: March 15, 1996

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,914,648 2,060,381
2,092,480

Additional numbers attached? Yes No

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

Name: Carolyn M. Sandberg

Internal Address: 965.001US1 / 002US1 / 003US1
Schwegman, Lundberg, Woessner & Kluth, P.A.
P.O. Box 2938
Minneapolis, MN 55402-0938

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

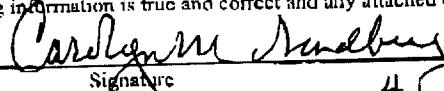
8. Please charge any additional fees or credit any overpayments to our
Deposit account number: 19-0743

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.

Carolyn M. Sandberg
Name of Person Signing


Signature

January 25, 2002
Date

Total number of pages including cover sheet: 4

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Jan-22-02 01:24P BITI
3-15-1996 11:10AM

FROM VISTA INFORMATION SOLUTIONS, INC. 952 820 0232

03-15-96 11:31AM FROM OPPENHEIMER LAW

TO 16194506123

P002/006

**GENERAL BILL OF SALE, ASSIGNMENT
AND ASSUMPTION AGREEMENT**

This GENERAL BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of March 15, 1996 by VISTA Information Solutions, Inc., a Minnesota corporation (the "Company"), and Business Information Technology, Inc., a Minnesota corporation (the "Purchaser").

WHEREAS, the Company and the Purchaser entered into an Asset Purchase Agreement dated effective as of February 1, 1996 (the "Agreement") providing for the sale by the Company and acquisition by the Purchaser at the Closing of certain "Assets," as defined in Section 1.1 of the Agreement, the assignment by the Company of certain "Contracts," as defined in Section 1.1(c) of the Agreement, and the assumption by the Purchaser of certain liabilities of the Company; and

WHEREAS, unless otherwise expressly defined herein, capitalized words and phrases used herein shall have the same meaning as they have in the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company does hereby convey, sell, transfer, assign and deliver unto the Purchaser, its successors and assigns, free and clear of all liens and encumbrances of any kind or nature, good and marketable right, title and interest in and to the Assets and the Contracts, provided, however, that the Company makes no representation or warranty regarding the assignability of any of the Contracts, and the Purchaser hereby acknowledges and agrees that the Purchaser has assumed all risk of non-assignability of the Contracts; and

FURTHER, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser does hereby assume and agree to observe, discharge and perform, effective as of February 1, 1996, the liabilities of the Company reflected in the Contracts, and the liability for one-half of the accrued vacation for those employees of the Company as of January 31, 1996 who become employees of the Purchaser.

IN WITNESS WHEREOF, the Company and the Purchaser have caused this General Bill of Sale, Assignment and Assumption Agreement to be executed by a duly authorized officer as of the date set forth above, to be effective as of February 1, 1996.

VISTA INFORMATION SOLUTIONS, INC.

By: T. P. Gray
Its: President

BUSINESS INFORMATION TECHNOLOGY, INC.

By: J. M. [Signature]
Its: President

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is entered into effective as of February 1, 1996, by and between Business Information Technologies, Inc., a Minnesota corporation (the "Purchaser") and VISTA Information Solutions, Inc., a Minnesota corporation (the "Seller").


WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, certain assets as set forth in Article 1 hereof for the consideration set forth herein and pursuant to the terms and conditions hereof; and

WHEREAS, the parties desire to effectuate this Agreement as of February 1, 1996 (the "Effective Date"), notwithstanding that closing will occur at a later time.

NOW, THEREFORE, in consideration of the premises and the respective agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1. SALE AND PURCHASE OF ASSETS, LICENSES AND INFORMATION.

1.1 Sale and Purchase of Assets. Subject to the terms and conditions of this Agreement, the Seller agrees to sell, convey, assign, transfer and deliver to the Purchaser, and the Purchaser agrees to purchase, on the Closing Date (as hereinafter defined), but effective as of the Effective Date, the assets and properties of the Seller listed in this Article 1, including:

-  (a) all of the Seller's right, title and interest in and to the tangible and intangible property as set forth in detail in Attachment A;
- (b) the Seller's customer lists, prospect lists and renewal lists relating to the product lines acquired by the Purchaser hereunder, and the right to contact and otherwise do business with those customers in any respect except as limited by this Agreement and by the amendment to the non-competition clause contemplated by this Agreement;
- (c) the assignment of the agreements as identified in Attachment B (the "Contracts");
- (d) all of the goodwill and going concern value relating to the product lines acquired by the Purchaser hereunder;
- (e) the Seller's rights to the use of the telephone number (800) 533-7742;
- (f) A certain portion of Seller's backlog as of February 1, 1996 of orders for the products being transferred pursuant to this Agreement as set forth in Attachment D.

Attachment A

Tangible and Intangible Property List

I. Assets to be sold to Business Information Technologies, Inc.:

CTP

- CTP source code
- CTP executable code
- All build utilities for programs and data
- CTP databases (demographic and others)
- Formation geocoder (source, executables, and build utilities)
- Customer base and customer contracts
- Collateral material and their artwork.

MarketPro

- MP source code
- MP executable code
- All build utilities
- MP databases (demographic and others)
- Customer base and customer contracts
- Collateral material and their artwork.

Service Bureau

- Customer base and customer contracts

II. Assets to be licensed to Business Information Technologies, Inc.:

ZIPR Extracts, including:

- PCR, 5-digit ZIP Code, and ZIP+4 centroids
- Demographic data by Postal regions (PCR & 5-digit ZIP Code)
- ZIPR extracts used in the production of CTP and MP databases
- ZIPR road base

III. Assets to be provided to Business Information Technologies, Inc. on a one-time basis:

- Current PCR and 5-digit ZIP Code boundaries
- State, County, ADI, MSA, and Time Zone boundaries
- Census Tract and Block Group centroids, boundaries and demographics
- TIGER in AGIS and raw formats