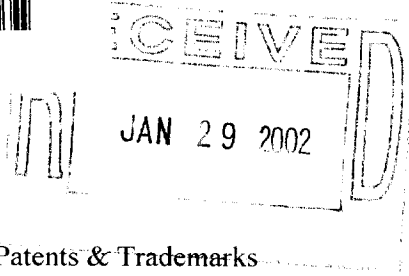


02-15-2002



101983654



**CERTIFICATE OF MAILING**  
 I hereby certify that this correspondence is being deposited with the United States Post Office as first class mail in an envelope addressed to: Commissioner for Patents & Trademarks, Washington, D.C. 20231, on  
 Date: 1-8-02  
 Name: Melissa Scanzillo  
 Signature: Melissa Scanzillo  
 Clifford Chance Rogers & Wells LLP

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

Docket No. 8173/3

1-29-02

**TRADEMARK RECORDATION COVER SHEET**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) thereof.

<u>Conveying party(ies):</u>	<u>Entity:</u>	<u>Execution Date:</u>
Terry N. Williams	Individual	12/12/01
Trac Medical, Inc.	NC Corp.	12/12/01

Receiving party:  
 Trac Medical Solutions, Inc.  
 2165 Technology Drive  
 Schenectady, NY 12308

Entity: NY Corp.

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

Conveyance Type:

<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Security Agreement
<input type="checkbox"/> License	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Merger	<input type="checkbox"/> Other _____

**Trademark Application or Registration Number(s):**

Enter either Trademark Application or Registration Number (DO NOT ENTER BOTH numbers for same property)

**Trademark Application Number(s)**

- 1) 78/025081      3) 78/025057
- 2) 78/025086      4) 78/025078

**Trademark Registration Number(s)**

**Correspondence Address:**

*Ernest Yakob*  
**CLIFFORD CHANCE  
 ROGERS & WELLS LLP**  
 200 Park Avenue  
 New York, New York 10166  
 Telephone: (212) 878-4938

**Number of Properties:**

Total number of properties involved: 4

**Fee:**

- Total fee under 37 CFR 3.41 **\$115**
- Enclosed
- Authorized to charge to Deposit Account Number: **18-1843**. A duplicate copy of this cover sheet is attached.
- Please apply any additional fee or any credits to Deposit Account 18-1843.

02/14/2002 DBYRNE 00000016 181843 78025081

01 FC:481  
02 FC:482

**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.

**Ernest Yakob**

*Ernest Yakob*      January 6, 2002  
 Signature      Date

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Williams Assignment") is made to be effective as of the 30<sup>th</sup> day of October, 2001 from Terry N. Williams, an individual, residing at 2032 Thorpshire Drive, Raleigh, NC 29610 ("Williams" or "Assignor") to Trac Medical Solutions, Inc., formerly doing business as WebCMN, Inc., a New York corporation having its principal place of business at 2165 Technology Drive, Schenectady, NY 12308 ("WebCMN").

WHEREAS, Williams is the owner of all right, title and interest in and to certain Intellectual Property (as such term is defined herein), including patent and trademark rights, acquired from Trac Medical, Inc., a North Carolina corporation having its principal place of business at 2032 Thorpshire Drive, Raleigh, NC 29610 ("TracMed"), pursuant to that certain Asset Purchase Agreement by and between Williams and TracMed, dated August 1, 2001 ("Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Williams became the successor to that portion of TracMed's existing business to which the Intellectual Property pertains, and it is the intention of Williams, TracMed and WebCMN that WebCMN will be a successor to that portion of TracMed's business to which the Intellectual Property pertains;

WHEREAS, it is the intention of Williams, TracMed, and WebCMN that WebCMN own the entire right, title and interest in and to the Intellectual Property, including all U.S. and foreign patent rights therein and all U.S. and foreign trademarks and service marks therein (whether or not registered) along with all of the goodwill associated therewith;

WHEREAS, it is the intention of Williams, TracMed, and WebCMN that Williams assign, sell, transfer, grant, and convey the entire right, title and interest to WebCMN;

WHEREAS, to the extent TracMed may still own any right, title or interest in or to the Intellectual Property, pursuant to that certain Intellectual Property Assignment from TracMed to WebCMN, effective as of the effective date of the present Assignment ("TracMed Assignment"), TracMed assigned, sold, transferred, granted and conveyed any and all such right, title or interest to WebCMN;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Assignor confirms its assignment, transfer, grant and conveyance to, and agrees to and hereby does assign, sell, transfer, grant, and convey to WebCMN, its successors and assigns all worldwide right, title and interest and benefit in and to the Intellectual Property, including, without limitation (a) all worldwide right, title, interest and benefit in and to the patent rights therein under the patent laws of the United States and all foreign countries for the full term or terms thereof (and including all patent rights accruing by reason of patent treaties and conventions) including, but not limited to, any reissue, reexamination, divisional or continuation (including continuations-in-part) thereof now or hereafter provided by law, and all rights to make applications for and receive patent registrations therefor, insofar as any patent right in the Intellectual Property or any part thereof is not considered to vest in or be owned by WebCMN by operation of law, and (b) all trademark/service mark rights therein under the trademark laws of the United States and all foreign countries for the full term or terms thereof (and including all trademark rights

accruing by reason of trademark treaties and conventions) including, but not limited to, any renewal, extension or revision thereof now or hereafter provided by law, and all rights to make applications for and receive trademark/service mark registrations therefor, insofar as any trademark/service mark right in the Intellectual Property or any part thereof is not considered to vest in or be owned by WebCMN by operation of law; and including, without limitation, the right to sue for, assert claims or demands, settle and/or release, and recover damages and all other remedies, for any past, present or future infringement thereof; and including, without limitation, the goodwill of the business in connection with which each of the trademarks/service marks is used and which is symbolized by each of the trademarks/service marks, the same to be held and enjoyed by WebCMN, its successors and assigns to the same extent that such right, title and interest, if any, would have been held and enjoyed by Assignor if this Assignment had not been made.

For purposes of this Assignment, the term "Intellectual Property" shall mean:

- (a) United States Trademark Application, Serial No. 78/025081, for "IN TOUCH WITH CARE", filed September 8, 2000;
- (b) United States Trademark Application, Serial No. 78/025086, for "MEDEKEY", filed September 8, 2000;
- (c) United States Trademark Application, Serial No. 78/025057, for "TRAC MED", filed September 8, 2000; and
- (d) United States Trademark Application, Serial No. 78/025078, for "TRAC MED", filed September 8, 2000.

Assignor authorizes and requests the United States Patent and Trademark Office and or head of any foreign patent office to issue all patent registrations which may issue on an application for any patent to WebCMN, its successors and assigns, in accordance with this Assignment.

Assignor authorizes and requests the United States Patent and Trademark Office and or head of any foreign Trademark Office to issue all trademark/service mark registrations which may issue on an application for any trademark/service mark or a portion thereof to WebCMN, its successors and assigns, in accordance with this Assignment.

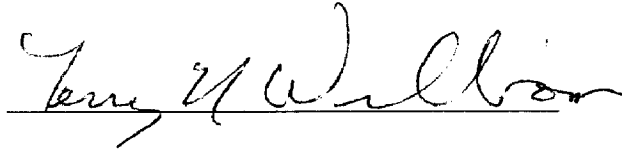
Assignor hereby represents and warrants that to the best of its knowledge, it owns all right, title and interest to the Intellectual Property, and that there are no rights or interests outstanding that are inconsistent with the rights and interests granted herein or in the TracMed Assignment. Assignor further represents and warrants that it has not and will not execute or grant or transfer any rights or interests inconsistent with the rights and interests granted herein or in the TracMed Assignment, and Assignor binds itself, as well as its successors, assigns and legal representatives to execute and deliver to WebCMN, its successors, assigns and legal representatives, any further documents or instruments and do any and all further acts that may be deemed necessary by WebCMN, its successors, assigns and legal representatives, to perfect the title herein conveyed, or intended so to be, and to

enable such title to be recorded in the United States Patent and Trademark Office and any foreign patent and trademark offices.

This Williams Assignment is governed by the laws of the State of New York without regard for its conflicts of law provisions.

In witness whereof, the Assignor has executed this Agreement, effective as of this 30<sup>th</sup> day of October, 2001.

ASSIGNOR:



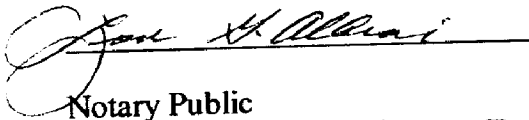
Terry N. Williams

State of N.C. )

) SS.

County of WAKE )

On this 12th day of DEC, 2001, before me personally appeared Terry N. Williams, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



Notary Public

*MY COMMISSION EXPIRES JULY 7, 2004*

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("TracMed Assignment") is made to be effective as of the 30th day of October, 2001 from Trac Medical, Inc., a North Carolina corporation having its principal place of business at 2032 Thorpshire Drive, Raleigh, NC 29610 ("TracMed" or "Assignor") to Trac Medical Solutions, Inc., formerly doing business as WebCMN, Inc., a New York corporation having its principal place of business at 2165 Technology Drive, Schenectady, NY 12308 ("WebCMN").

WHEREAS, Terry N. Williams, an individual residing at 2032 Thorpshire Drive, Raleigh, NC 29610 ("Williams") is the owner of all right, title and interest in and to certain Intellectual Property (as such term is defined herein), including patent and trademark rights, acquired from TracMed, pursuant to that certain Asset Purchase Agreement by and between Williams and TracMed, dated August 1, 2001 ("Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Williams became the successor to that portion of TracMed's existing business to which the Intellectual Property pertains, and it is the intention of Williams, TracMed and WebCMN that WebCMN will be a successor to that portion of TracMed's business to which the Intellectual Property pertains;

WHEREAS, it is the intention of Williams, TracMed, and WebCMN that WebCMN own the entire right, title and interest in and to the Intellectual Property, including all U.S. and foreign patent rights therein and all U.S. and foreign trademarks and service marks therein (whether or not registered) along with all of the goodwill associated therewith;

WHEREAS, pursuant to that certain Intellectual Property Assignment from Williams to WebCMN, effective as of the effective date of the present Assignment ("Williams Assignment"), Williams assigned, sold, transferred, granted and conveyed the entire right, title and interest in and to the Intellectual Property to WebCMN;

WHEREAS, it is the intention of Williams, TracMed, and WebCMN that to the extent TracMed may still own any right, title or interest in or to the Intellectual Property, that TracMed assign, sell, transfer, grant, and convey any and all such right, title or interest to WebCMN;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Assignor confirms its assignment, transfer, grant and conveyance to, and agrees to and hereby does assign, sell, transfer, grant, and convey to WebCMN, its successors and assigns all worldwide right, title and interest and benefit in and to the Intellectual Property, including, without limitation (a) all worldwide right, title, interest and benefit in and to the patent rights therein under the patent laws of the United States and all foreign countries for the full term or terms thereof (and including all patent rights accruing by reason of patent treaties and conventions) including, but not limited

to, any reissue, reexamination, divisional or continuation (including continuations-in-part) thereof now or hereafter provided by law, and all rights to make applications for and receive patent registrations therefor, insofar as any patent right in the Intellectual Property or any part thereof is not considered to vest in or be owned by WebCMN by operation of law, and (b) all trademark/service mark rights therein under the trademark laws of the United States and all foreign countries for the full term or terms thereof (and including all trademark rights accruing by reason of trademark treaties and conventions) including, but not limited to, any renewal, extension or revision thereof now or hereafter provided by law, and all rights to make applications for and receive trademark/service mark registrations therefor, insofar as any trademark/service mark right in the Intellectual Property or any part thereof is not considered to vest in or be owned by WebCMN by operation of law; and including, without limitation, the right to sue for, assert claims or demands, settle and/or release, and recover damages and all other remedies, for any past, present or future infringement thereof; and including, without limitation, the goodwill of the business in connection with which each of the trademarks/service marks is used and which is symbolized by each of the trademarks/service marks, the same to be held and enjoyed by WebCMN, its successors and assigns to the same extent that such right, title and interest, if any, would have been held and enjoyed by Assignor if this Assignment had not been made.

For purposes of this Assignment, the term "Intellectual Property" shall mean:

- (a) United States Trademark Application, Serial No. 78/025081, for "IN TOUCH WITH CARE", filed September 8, 2000;
- (b) United States Trademark Application, Serial No. 78/025086, for "MEDEKEY", filed September 8, 2000;
- (c) United States Trademark Application, Serial No. 78/025057, for "TRAC MED", filed September 8, 2000; and
- (d) United States Trademark Application, Serial No. 78/025078, for "TRAC MED", filed September 8, 2000.

Assignor authorizes and requests the United States Patent and Trademark Office and or head of any foreign patent office to issue all patent registrations which may issue on an application for any patent to WebCMN, its successors and assigns, in accordance with this Assignment.

Assignor authorizes and requests the United States Patent and Trademark Office and or head of any foreign Trademark Office to issue all trademark/service mark registrations which may issue on an application for any trademark/service mark or a portion thereof to WebCMN, its successors and assigns, in accordance with this Assignment.

Assignor hereby represents and warrants that to the best of its knowledge Williams owns all right, title and interest to the Intellectual Property, and that there are no rights or interests

outstanding that are inconsistent with the rights and interests granted herein or in the Williams Assignment. Assignor further represents and warrants that it has not and will not execute or grant or transfer any rights or interests inconsistent with the rights and interests granted herein or in the Williams Assignment, and Assignor binds itself, as well as its successors, assigns and legal representatives to execute and deliver to WebCMN, its successors, assigns and legal representatives, any further documents or instruments and do any and all further acts that may be deemed necessary by WebCMN, its successors, assigns

and legal representatives, to perfect the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States Patent and Trademark Office and any foreign patent and trademark offices.

This TracMed Assignment is governed by the laws of the State of New York without regard for its conflicts of law provisions.

In witness whereof, the Assignor has caused to be executed this instrument by Terry N. Williams, its Chief Executive Officer.

ASSIGNOR:

TRAC MEDICAL, INC.

By: Terry N. Williams

Name: Terry N. Williams  
Title: Chief Executive Officer

State of North Carolina        )  
  ) SS.  
County of WAKE                    )

On this 12 day of DEC, 2001, before me personally appeared TERRY N. WILLIAMS, proved to me on the basis of satisfactory evidence to be the CEO of the Assignor and the person who executed the above Assignment. In witness whereof, I hereunto set my hand and official seal.

John H. Allen  
MY COMMISSION EXPIRES JULY 7, 2006