

FORM PTO-1618A
Expires 06/30/99
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04-01-2002

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



102037802

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OFFICE OF THE REGISTER
2002 MAR 15 11 00 25
FINANCE SECTION

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
 Jan. 1, 2002

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name CorSolutions, Inc.

Execution Date
Month Day Year
 Jan. 1, 2002

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Achieving Better Control, LLC

DBA/AKA/TA

Composed of

Address (line 1) 502 West Office Center Drive

Address (line 2) Suite 300

Address (line 3) Fort Washington Pennsylvania 19034
City State/Country Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

Other Limited Liability Corporation

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

Citizenship/State of Incorporation/Organization Pennsylvania

03/29/2002 BYRNE 00000027 2028756

FOR OFFICE USE ONLY

01 FC:482 40.00 DP
02 FC:482 25.00 DP

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

TRADEMARK
REEL: 002474 FRAME: 0100

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document
Including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

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

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,028,756"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,202,813"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

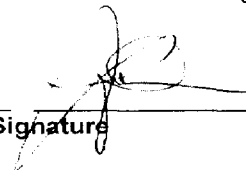
Deposit Account Number #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Liisa M. Thomas
Name of Person Signing


Signature

Feb 4, 2002
Date Signed

SETTLEMENT AGREEMENT CJM

THIS SETTLEMENT AGREEMENT is dated as of January 1, 2002 (the "Agreement"), between **CORSOLUTIONS, INC.**, a Delaware corporation ("CorSolutions"), **ACHIEVING BETTER CONTROL, INC.**, a Pennsylvania corporation (the "Corporation"), **ACHIEVING BETTER CONTROL, LLC.**, a Pennsylvania limited liability company ("ABC") and **SANDRA MUCHNICK**, the principal member of ABC and stockholder of the Corporation ("Muchnick").

CorSolutions, the Corporation and Muchnick are parties to that certain Asset Purchase Agreement dated as of April 3, 2000 between Ralin Medical, Inc., CorSolutions, the Corporation and Muchnick (the "Purchase Agreement") pursuant to which each of CorSolutions, the Corporation and Muchnick have certain continuing obligations and Muchnick and CorSolutions are parties to that certain Employment Agreement dated April 3, 2000 (the "Employment Agreement").

CorSolutions, the Corporation and Muchnick have determined that it is in their respective best interests to terminate certain of these continuing obligations and resolve certain issues surrounding the Purchase Agreement and the Employment Agreement upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the parties agree as follows:

1. **Payment by CorSolutions.** CorSolutions shall pay to ABC, on behalf of Muchnick and the Corporation, the sum of \$160,000.00 (the "Payment").
2. **Conveyance of Assets.** CorSolutions shall convey, transfer, and assign to ABC, and ABC shall acquire from CorSolutions, all of CorSolutions' right, title and interest in and to certain of the assets formerly used in CorSolutions' CorCommunity business (the "Business") and set forth on Exhibit A (collectively, the "Assets").
3. **Release.** In consideration of the Payment and the conveyance of the Assets, the Corporation and Muchnick, for itself and herself and her or its subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns as applicable hereby releases and forever discharges and covenants not to sue CorSolutions and its parent, CorSolutions Medical Inc., as successor to Ralin Medical, Inc., from any and all claims, actions, causes of action, damages, costs or losses, known or unknown, including but not limited to any allegations or claims and all rights to any earn out payments or indemnification of the Corporation or Muchnick in connection with the Purchase Agreement or with the Employment Agreement, which she or it has or claims to have, arising from any matter, event, cause or conduct whatsoever occurring at any time prior to the execution of this Agreement other than those expressly contemplated by, or arising from this Agreement; provided, however, that this release shall not affect any obligation of CorSolutions to pay Muchnick accrued but unpaid wages for services provided.

In consideration of the obligations of the Corporation, ABC and Muchnick, contained in this Agreement, CorSolutions for itself its subsidiaries, affiliates, officers, directors, employees,

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agents, successors and assigns as applicable hereby releases and forever discharges and covenants not to sue Muchnick, ABC and the Corporation from any and all claims, actions, causes of action, damages, costs or losses, known or unknown, including but not limited to any allegations or claims and all rights to any indemnification of CorSolutions or CorSolutions Medical, Inc. in connection with the Purchase Agreement or with the Employment Agreement, which it has or claims to have, arising from any matter, event, cause or conduct whatsoever occurring at any time prior to the execution of this Agreement other than those expressly contemplated by, or arising from this Agreement, including, but not limited to, Section 13.

4. **Use of Office Space.** Following the date of this Agreement, and on a month to month basis extending not later than March 31, 2002, ABC will be permitted to use the facilities (the "Facilities") currently occupied by the Business; *provided, however,* that ABC's right to occupy these Facilities shall be conditioned upon their compliance with all of the terms and conditions (excluding those related to payment) of the lease agreement entered into by CorSolutions for the Facilities, as may be amended from time to time and upon ABC's compliance with the terms and conditions of this Agreement. CorSolutions will provide ABC with not less than 45 days advance written notice of any termination of this right at any month end prior to March 31, 2002. Upon the termination of ABC's right to occupy the Facilities for any reason, ABC shall promptly vacate the Facilities. During its occupancy of the Facilities, Muchnick shall cause ABC to pay to CorSolutions rent in the amount of \$4,000 per month payable not later than the last business day of each month. The rent due shall be pro rated for any partial months based on the number of days that ABC or any affiliate of ABC has the right to occupy the Facilities.

5. **Option to Purchase Certain Assets.** Effective as of March 31, 2002, ABC shall have the option to purchase from CorSolutions all or part of the office equipment contained in the Facilities and used by the Business at their then current book value as reflected on the financial statements of CorSolutions. ABC shall exercise this option by providing CorSolutions with written notice of its desire to purchase such office equipment not later than April 10, 2002.

6. **CorCommunity Database.** CorSolutions will, as soon as reasonably practicable, cause the data contained on the CorCommunity database to be transferred to one or more servers owned and controlled by ABC or its affiliates.

7. **Accounts Receivable and Accounts Payable.** Muchnick hereby agrees to, and to cause ABC and the Corporation to, forward to CorSolutions all payments received by them for services rendered by the Business prior to January 1, 2002 as soon as reasonably practicable, but in any event not more than 5 business days, following receipt thereof. In the event that any payments are received by CorSolutions for services rendered by ABC, the Corporation or Muchnick subsequent to December 31, 2001, CorSolutions will as soon as reasonably practical, but in any event not more than 5 business days, thereafter forward such payments to ABC; *provided, however,* that the foregoing shall not affect payments from CorSolutions to the Corporation, ABC or Muchnick for services rendered pursuant to any subcontracting relationship which payments shall be governed by such subcontract. Each of the parties agrees to promptly and correctly endorse any such payments received by them that are intended for the other party as may be required. CorSolutions further agrees to cause all accounts payable of the Business accrued prior to January 1, 2002 to be paid in the ordinary course consistent with past practices.

8. **Contracts.** CorSolutions will use commercially reasonable efforts to assign all of the contracts listed on Exhibit B (the "Contracts") to ABC as promptly as practicable after the date of this Agreement. *gm*

8.1. Between the date of this Agreement and the effective date of any assignment contemplated under this Paragraph 8, CorSolutions may, at its sole discretion, subcontract with ABC on a pass-through basis to provide the services required under any Contract.

8.2. In connection with the assignment of the Contracts, CorSolutions will also use commercially reasonable efforts to assign to ABC, its American Diabetes Association Certificate of Recognition.

9. **School District Contracts.** CorSolutions and ABC hereby agree to negotiate, in good faith, a subcontract agreement pursuant to which ABC or an affiliate thereof, shall provide face to face diabetes education services related to CorSolutions' contracts with the Houston Independent School District and the Dallas Independent School District.

10. **Representations of CorSolutions.** CorSolutions represents and warrants to Muchnick and ABC that:

10.1. CorSolutions is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. CorSolutions has all requisite corporate power and authority to own or lease all of its properties and assets and to conduct its Business as it is now being conducted.

10.2. CorSolutions has the requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly approved by all necessary corporate action on behalf of CorSolutions

11. **Representations of the Corporation, ABC and Muchnick.** The Corporation, ABC and Muchnick represent and warrant to CorSolutions that:

11.1. The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania. ABC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Pennsylvania.

11.2. Each of the Corporation and ABC has the requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly approved by all necessary corporate action by the Corporation and its stockholders and ABC and its members. No other corporate proceedings on the part of the Corporation or its stockholders ABC or its members are necessary to approve this Agreement or to consummate the transactions contemplated by this Agreement.

12. Non-Disclosure of Confidential Information. gm

12.1. Non-Disclosure by Muchnick, ABC and the Corporation. Each of Muchnick, ABC and the Corporation shall, and it shall cause its officers, directors, employees, agents, affiliates and representatives (collectively, "Related Persons") to, treat any data and other Confidential Information (as defined below) received with respect to CorSolutions or any of its parent, officers, directors, employees, agents, affiliates and subsidiaries (collectively, the "CorSolutions Group"), or from any books or records of the CorSolutions Group in connection with this Agreement, strictly confidential, and will not disclose any such Confidential Information to third Persons or use such Confidential Information; *provided, however*, that nothing in this Section 12.1 shall prevent Muchnick, ABC or the Corporation from disclosing information pertaining to the Business which ABC reasonably determines must be released to third parties for the operation of the ABC Business in the ordinary course.

12.2. Non-Disclosure by CorSolutions. For a period of 2 years from the date hereof, CorSolutions shall, and it shall cause its Related Persons to, treat any data and other Confidential Information, received with respect to ABC, the Corporation or Muchnick, or from any books or records of any of them in connection with this Agreement, strictly confidential and will not disclose any such Confidential Information to third Persons or use such Confidential Information.

12.3. Confidential Information. The term "Confidential Information" shall include all confidential information, including this Agreement, proprietary information, technical information, customer information, pricing information, marketing information and personnel information relating to the CorSolutions Group or ABC, as the case may be, and their respective customers, products and services; *provided, however*, that the foregoing shall not apply to information (i) that is or becomes generally available to the public, other than as a result of a disclosure in breach of a confidentiality obligation by the parties hereto or their Related Persons, (ii) that was available to the parties hereto on a non-confidential basis prior to disclosure to it by the other party(ies) hereto, (iii) that may be required to be disclosed by applicable law, *provided* that the party intending to make such a disclosure give the other party(ies) hereto prompt (and, if practicable, advance) notice of such disclosure; (iv) that is disclosed by the parties hereto, on a confidential basis, to their accountants, attorneys or other professional advisers in connection with or related to the consummation of the transactions contemplated hereby, or (v) that is required to be disclosed to obtain any consent or approval pursuant to this Agreement. The parties agree to be responsible for the breach and threatened breach of any obligation of confidentiality under this Agreement by any of their respective Related Persons.

13. Indemnification by the Corporation, ABC and Muchnick. Upon the terms and subject to the conditions of this Agreement, the Corporation, ABC and Muchnick shall, jointly and severally, indemnify and hold harmless CorSolutions and its affiliates, stockholders, officers, directors, employees and agents (collectively, the "CorSolutions Indemnitees"), from and against, and will pay them the amount of, any and all losses, costs, claims, liabilities, damages, penalties and expenses (including attorneys' and auditors' fees and the costs of investigation and defense) (collectively, the "Losses"), incurred or suffered by the CorSolutions Indemnitees relating to or

arising out of or in connection with any of the following: (i) any breach or inaccuracy as of the date hereof in any representation or warranty made by the Corporation, ABC or Muchnick in this Agreement; (ii) any breach or nonfulfillment by the Corporation, ABC or Muchnick of any of their covenants, or agreements or other obligations in this Agreement; (iii) the use of any of the Assets by the Corporation, ABC or Muchnick after the date hereof; and (iv) any liability of the Business accrued prior to the consummation of the transactions contemplated in the Purchase Agreement and not specifically accounted for in the Purchase Agreement provided, however, that neither the Corporation, Muchnick nor ABC shall have any obligation to the CorSolutions Indemnitees for any Losses resulting from the failure to obtain any consent to assignment of any Contract.

14. Indemnification by CorSolutions. Upon the terms and subject to the conditions of this Agreement, CorSolutions shall indemnify and hold harmless the Corporation, ABC and their respective members, stockholders, officers, directors, employees and agents (collectively, "ABC Indemnitees"), from and against, and will pay them the amount of, any and all Losses, incurred or suffered by ABC Indemnitees relating to or arising out of or in connection with any of the following: (i) any breach or inaccuracy as of the date hereof in any representation or warranty made by CorSolutions in this Agreement; (ii) any breach or nonfulfillment by CorSolutions of any of their covenants, or agreements or other obligations in this Agreement; or (iii) any liability of the Business accrued after the effective date of the Purchase Agreement and prior to the date of this Agreement; provided, however, that CorSolutions shall have no obligation to the ABC Indemnitees for any Losses resulting from the failure to obtain any consent to assignment of any Contract.

15. Indemnification Claims. If a claim for indemnification is to be made by a party entitled to indemnification under this Agreement (the "Indemnified Party"), the Indemnified Party shall promptly give notice to the party obligated to provide indemnification under this Agreement (the "Indemnifying Party") of such claim, including the amount the Indemnified Party will be entitled to receive hereunder from the Indemnifying Party; provided, however, that the failure of the Indemnified Party to promptly give notice shall not relieve the Indemnifying Party of its obligations under this Section 15. If the Indemnifying Party does not object in writing to such claim within 20 days after receiving notice thereof, the Indemnified Party shall be entitled to recover, on the 21st day after such notice was given, from the Indemnifying Party the amount of such claim, and no later objection by the Indemnifying Party shall be permitted or effective. If the Indemnifying Party agrees that it has an indemnification obligation under this Section 15 with respect to such claim, but timely objects as to the amount of such claim, the Indemnified Party shall nevertheless be entitled to recover, on the 21st day after such notice was given, from the Indemnifying Party the undisputed lesser or liquidated amount of such claim, without prejudice to the Indemnified Party's claim for the difference. In addition to the amounts recoverable by the Indemnified Party from the Indemnifying Party pursuant to this Section 15, the Indemnified Party shall also be entitled to recover from the Indemnifying Party interest on such amounts at the rate of 10% per annum from, and including, the 21st day after such notice of an indemnification claim is given, but not including the date such recovery is actually made by the Indemnified Party.

15.1. Failure of Indemnifying Person To Act. In the event that the Indemnifying Party does not assume the defense of any claim, suit, action or proceeding covered by



indemnification under this Section 15, then any failure of the Indemnified Party to defend or to participate in the defense of any such claim, suit, action or proceeding or to cause the same to be done, shall not relieve the Indemnifying Party of its obligations under this Section 15.

15.2. Survival. All representations, warranties, covenants and agreements contained in this Agreement shall survive for a period of 6 months and shall be deemed to have been relied upon, regardless of any investigation conducted by any party or by any information which any party may receive.

15.3. Limitation on CorSolutions Indemnification. Anything to the contrary contained in this Agreement notwithstanding, none of the Corporation, ABC or Muchnick shall assert any claim for indemnification with respect to this Agreement unless and until and only to the extent that the amount of such claim or claims shall exceed \$5,000. The aggregate liability of CorSolutions with respect to claims for indemnity or damages under this Agreement shall not exceed \$50,000; *provided, however*, that this limitation shall be increased to the extent that CorSolutions shall have received indemnification from the Corporation, ABC or Muchnick in excess of this \$50,000 limitation thereby allowing the Corporation, ABC or Muchnick to assert valid claims in excess of \$50,000 by way of offset.

15.4. Sole Remedy. Except as expressly contemplated herein, the sole remedy of the parties for any and all claims against the other party with respect to the transactions contemplated in this Agreement shall be a claim for indemnification under this Section 6 on the terms and subject to the conditions of this Agreement.

16. Miscellaneous.

16.1. Assignment; No Third Parties. Neither this Agreement nor any of the rights, interests or obligations set forth herein shall be assigned by either of the parties (whether by operation of law or otherwise) without the prior written consent of the other party. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns. This Agreement (including the disclosure schedule, exhibits, documents and instruments referred to herein) is not intended to confer upon any Person other than the parties any rights or remedies hereunder.

16.2. Notices. All notices, requests, demands and other communications that are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered; when transmitted, if transmitted by telecopy; the next business day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to:

Corporation, ABC

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or Muchnick: Achieving Better Control, LLC.
502 West Office Center Drive, Suite 300
Fort Washington, Pennsylvania 19034
Attention: Sandy Muchnick
Fax No.: 215-540-0976

with a copy to: Arent Fox Kintner Plotkin & Kahn, PLLC
1675 Broadway, 25th Floor
New York, New York 10019
Attention: John B. Madden, Jr.
Fax No.: 212-484-3990

CorSolutions: CorSolutions Medical Inc.
1371A Abbott Court
Buffalo Grove, Illinois 60089
Attention: Chief Executive Officer
Fax No.: 847-478-9502

with a copy to: Gardner, Carton & Douglas
1301 K. Street, N.W.
Washington, D.C. 2005-3317
Attention: Troy M. Calkins
Fax No: (202) 408-7100

or to such other place and with such other copy as either party may designate as to itself by written notice to the others, which notice shall be effective only upon receipt.

16.3. Choice of Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Illinois (without reference to the choice of law provisions).

16.4. Entire Agreement; Amendments and Waivers. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

16.5. Counterparts; Facsimile. This Agreement may be executed and delivered in counterparts, all of which shall be considered one and the same agreement. This Agreement may be executed and delivered by facsimile transmission, and a facsimile of this Agreement or of a signature of a party thereto shall be as effective as an original.

16.6. Expenses. Except as set expressly provided in this Agreement all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.


16.7. Invalidity. In the event that any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement

16.8. Publicity. Prior to making any public announcement regarding the termination of the Business or the matters contemplated by this Agreement, and subject to the provisions of Section 12, CorSolutions agrees to provide a draft of such announcement to Muchnick and consider, in good faith, any comments she may have thereon; *provided, however,* that, subject to Section 12, CorSolutions shall have no obligation to accept such comments from Muchnick and Muchnick shall have no approval right over the announcement.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this SETTLEMENT AGREEMENT to be duly executed as of the date first above written.

ACHIEVING BETTER CONTROL, INC. CORSOLUTIONS, INC.

By: <u></u>	By: _____
Name: <u>Sandra Muchnick</u>	Name: _____
Title: <u>President</u>	Title: _____

ACHIEVING BETTER CONTROL, LLC

By: <u></u>
Name: <u>Sandra Muchnick</u>
Title: <u>President</u>

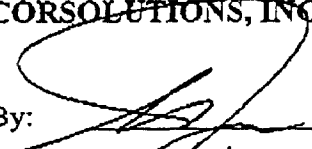

SANDRA MUCHNICK

IN WITNESS WHEREOF, the parties hereto have caused this SETTLEMENT AGREEMENT to be duly executed as of the date first above written.

ACHIEVING BETTER CONTROL, INC.

CORSOLUTIONS, INC.

By: _____
Name: _____
Title: _____

By: 
Name: Thomas J. Hanson
Title: CFO

ACHIEVING BETTER CONTROL, LLC

By: _____
Name: _____
Title: _____

SANDRA MUCHNICK

EXHIBIT A
Assets

GM

- Trademarks:

“ABC Diabetes Program”

“Achieving Better Control” and the related Swish Logo

- Rights (including, but not limited to, copyrights) to written materials related to the program
“Achieving Better Control, A Comprehensive Diabetes Self Management Training Program”
- Written materials and computer files currently maintained at and relating solely to the operation of the Business, but not including any Confidential Information
- CorCommunity Database

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EXHIBIT B
Contracts

Diabetes Self-Management Training Services Agreement dated October 5, 1999 by and between Grand View Hospital and Achieving Better Control, Inc.

Diabetes Self-Management Training Services Agreement dated October 1, 2001 by and Temple University Health System and CorCommunity.

Provider Agreement dated October 3, 2000 by and between Independence Blue Cross and CorCommunity.

Ancillary Services Agreement dated May 15, 1997 by and between The Health Maintenance Organization of Pennsylvania d/b/a Aetna US Healthcare and Achieving Better Control, Inc., as amended March 1, 1999

Ancillary Services Agreement dated April, 1999 by and between Aetna US Healthcare of DE and Achieving Better Control, Inc.

Ancillary Services Agreement dated April, 1999 by and between Aetna US Healthcare of NJ and Achieving Better Control, Inc.

Provider Agreement dated as of September 28, 2001 by and between Devon Health Services, Inc. and CorCommunity

Diabetes Self Management Training Services Agreement dated as of January 1, 2001 between CorSolutions, Inc. and Michigan Education Special Services Association

Provider Agreement with Mercy Health System

Provider Agreement with Warminster Hospital

Letter of Understanding dated July 8, 1999 between Achieving Better Control, Inc. and Temple Lower Bucks Hospital

CH01/12196460.11