

04-24-2002



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Form PTO-1594

(Rev 03/01)

CMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
 Old HLI, Inc.
 3950 N. Lewiston St., Suite 210
 Aurora, CO 80011
 U.S.A. 4-19-02

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

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

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

Name: Health Language, Inc.
 Street Address: 3950 N. Lewiston St., Suite 210
 City Aurora State CO ZIP 80011

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 (Designations 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: November 27, 2001

4. Application number(s):

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
<u>76/072,556</u>	<u>76/072,557</u>
76/072,558	<u>76/072,559</u>
<u>76/118,422</u>	<u>76/118,423</u>

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 6

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

Name: Daniel J. Chalker

GARDERE WYNNE SEWELL LLP

Street Address: 1601 Elm Street, Suite 3000

City Dallas State TX ZIP 75201-4761

7. Total fee (37 CFR 3.41) \$ 165.00

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.

Daniel J. Chalker
 Name of Person Signing

Daniel J. Chalker 4/16/02
 Signature Date

04/19/2002 D WYNNE 00000214 76072556

01 FC:481 40.00
 02 FC:482 125.00

Total number of pages including cover sheet, attachments, and document: 17

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

DALLAS 1132123v1

TRADEMARK REEL: 2490 FRAME: 0334

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of November 27, 2001, is by and among CyberPlus Corporation, a California corporation ("CyberPlus"), and Old HLI, Inc., a Delaware corporation ("Old HLI," and together with CyberPlus, the "Sellers"), on the one hand, and Health Language, Inc., a Delaware corporation ("HLI"), on the other hand.

WITNESSETH:

1. Purchase and Sale of Assets.

(a) Sale and Purchase of the Assets. On the terms and subject to the conditions set forth herein, HLI hereby purchases and accepts from the Sellers, and each of the Sellers hereby sells, transfers and conveys to HLI, all of its respective right, title to and interest in the assets, properties, business and rights of every kind and description, wherever located, real and personal, tangible and intangible, owned, leased or used by the Sellers in the conduct of the Health Language Business, including, without limitation, those described in Exhibit A attached hereto (the "Assets").

2. Purchase Price.

(a) In consideration for the purchase of the Assets and the retention by CyberPlus of the Excluded Liabilities, HLI shall pay to CyberPlus the following (collectively, the "Purchase Price"):

3. Representations and Warranties of the Sellers. Each of the Sellers represents and warrants that the following are true and correct as of the date hereof, except to the extent contemplated by this Agreement.

Asset Purchase Agreement
DALLAS 1116132v5

3

SECTIONS REDACTED
FROM AGREEMENT

TRADEMARK
REEL: 2490 FRAME: 0337

SECTIONS REDACTED
FROM AGREEMENT

TRADEMARK
REEL: 2490 FRAME: 0338

4. Representations and Warranties of HLI. HLI represents and warrants that the following are true and correct as of the date hereof:

Asset Purchase Agreement
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6

SECTIONS REDACTED
FROM AGREEMENT

TRADEMARK
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Asset Purchase Agreement
DALLAS 1116132v5

7

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6. Miscellaneous.

(a) Amendment. This Agreement may be amended, modified or supplemented only by an instrument in writing executed by the party against which enforcement of the amendment, modification or supplement is sought. The waiver by any party hereto of a breach of any provision of this Agreement and the Other Agreements shall not operate or be construed as a waiver of any subsequent breach by any party.

(b) Assignment. Neither this Agreement nor any of the Other Agreements, nor any right created hereby or thereby shall be assignable by any party hereto.

(c) Entire Agreement. This Agreement and Exhibits hereto and the Other Agreements supersede all prior agreements and understandings relating to the subject matter hereof, except that the obligations of any party under any Other Agreement executed pursuant to this Agreement shall not be affected by this Section.

(d) Costs, Expenses and Legal Fees. CyberPlus shall bear the costs and expenses of the parties related to the consummation of the transactions consummated hereby (including attorneys' fees).

(e) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(f) Third-Party Beneficiaries. Nothing contained herein, express or implied, is intended to confer upon any person or entity other than the parties hereto any rights or remedies under or by reason of this Agreement.

(g) Governing Law. This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Delaware, without regard to its principals of conflict of laws.

(h) Captions. The captions in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

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

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the undersigned as of the date first set forth above.

HEALTH LANGUAGE, INC.

By:

Name:

Title:


Sam S. Srinivasan

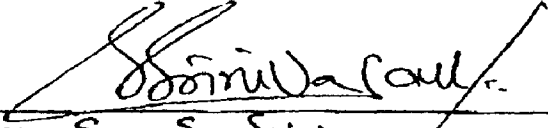
Chairman

CYBERPLUS CORPORATION

By:

Name:

Title:


Sam S. Srinivasan

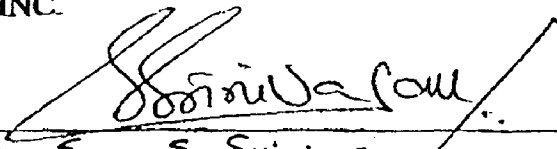
Chairman

OLD HLI, INC.

By:

Name:

Title:


Sam S. Srinivasan

President

SECTIONS REDACTED
FROM AGREEMENT

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EXHIBIT A
ASSETS

1. All intellectual property rights relating to the Health Language Business, including the following without limitation:

Type	Registrar	Jurisdiction	Title / Name	Case # / Status	App # - Date	Reg # - Date	Due Date
Patent	CyberPlus	USA	Method and system for interfacing with a multi-level data structure	121658-1000 / Pending	09/829461 - 4/9/01	tdb	10/9/2002
Trademark	HLi	USA	We Speak the Language of Health Care	121658-3007 / Pending	76/072556 - 6/19/00	tdb	12/19/2001
Trademark	HLi	USA	The Language of Health Care	121658-3006 / Pending	76/072557 - 6/19/00	tdb	12/19/2001
Trademark	HLi	USA	Health Language	121658-3005 / Pending	76/072558 - 6/19/00	tdb	12/19/2001
Trademark	HLi	USA	Cyber+LE	121658-3004 / Pending	76/072559 - 6/19/00	tdb	12/19/2001
Trademark	HLi	USA	Lex Enabled	121658-3008 / Pending	76/118422 - 8/29/00	tdb	2/28/2002
Trademark	HLi	USA	Lexicon Enabled	121658-3009 / Pending	76/118423 - 5/29/00	tdb	2/28/2002
Website	HLi	USA	www.healthlanguage.com	n/a	n/a	n/a	n/a
Website	HLi	USA	www.healthlanguage.org	n/a	n/a	n/a	n/a
Website	HLi	USA	www.healthlanguage.net	n/a	n/a	n/a	n/a
Cyber+LE, LExIndex Product	n/a	n/a	Product Version 3.3	n/a	n/a	n/a	n/a
Cyber+LE White Paper	n/a	n/a	Brief Description of Cyber+LE Benefits for Vendors & Providers	n/a	n/a	n/a	n/a

3. All software products and tools used or incorporated in the Cyber+LE product and any other products marketed or planned to be marketed by the Sellers in connection with the Health Language Business and/or otherwise used in the conduct of the Health Language Business.

EXHIBIT

Remainder of
Exhibit and Schedule Pages
have been Redacted