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

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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): PMSI, L.P. Individual(s) Association General Partnership Limited Partnership Corporation-State Other

2. Name and address of receiving party(ies) Name: 1114 Corporation Internal Address: Street Address: 1111 W. Mockingbird Lane 4th Floor City: Dallas State: Texas Zip: 75207

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: April 23, 1998

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1981280

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Fulbright & Jaworski L.L.P. Internal Address: David H. Tannenbaum Street Address: 2200 Ross Avenue, 28th Floor City: Dallas State: Texas Zip: 75201

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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. Linda M. Merritt Signature Date: 5/7/2002

Total number of pages including cover sheet, attachments, and document: 6 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/22/2002 00000029 1981280 40.00 DP 01 FC:481

TRADEMARK REEL: 002511 FRAME: 0966

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made as of this 23rd day of April 1998, by and among PMSI, L.P., a Texas limited partnership ("Seller"); POLICY MANAGEMENT SYSTEMS CORPORATION, a South Carolina corporation and general partner of Seller ("PMSC"); 1114 Corporation, a Texas corporation ("Buyer"); and EMSI Holding Company, a Nevada corporation ("EMSI").

WITNESSETH:

WHEREAS, Seller is engaged in the Business;

WHEREAS, the parties hereto desire to enter into this Agreement pursuant to which Buyer will purchase from Seller certain of its assets and business operations relating to the Business, upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, warranties and covenants hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meaning specified in the Glossary which is attached hereto and incorporated herein by reference.

II. TRANSFERS.

SECTION 2.1 Transfer of Assets.

(a) On the terms and subject to the conditions hereinafter set forth, on the Closing Date, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller, for the consideration set forth in Article III hereof, all of the assets and properties of Seller, including but not limited to the assets and properties of Seller listed in clauses (i)-(xii) below and those additional assets referred to in Section 2.1(b) hereof, but excluding those assets referred to in Section 2.1(c) below (all said assets and properties to be sold, conveyed, transferred, assigned and delivered being hereinafter collectively called the "Assets"):

- (i) the tangible personal property listed on Exhibit 2.1(a)(i) hereto;
- (ii) the patents, trademarks, tradenames, trade styles, service marks, and copyrights; registrations and applications therefor, both registered and unregistered; trade secrets or processes; know-how and confidential or proprietary information listed on Exhibit 2.1(a)(ii) hereto and any rights Seller may have in the marks ReleaseWare and Application Solutions;

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- (iii) the goodwill of Seller and the Business;
- (iv) all of Seller's right, title and interest in and to the computer software (including documentation and related object and source code) and data bases listed on Exhibit 2.1(a)(iv) hereto (the "Owned Software");
- (v) the third party license agreements listed on Exhibit 2.1(a)(v) (the "Licensed Software");
- (vi) the customer contracts, agreements, licenses, and other commitments and arrangements, oral or written, including but not limited to those with the customers identified in Exhibit 2.1(a)(vi)-1, Exhibit 2.1(a)(vi)-2 and Exhibit 2.1(a)(vi)-3 hereto;
- (vii) the vendor contracts listed on Exhibit 2.1(a)(vii) hereto;
- (viii) the leases listed on Exhibit 4.1(i) hereto;
- (ix) the other contracts, agreements, licenses, sales orders, purchase orders and other commitments listed on Exhibit 2.1(a)(ix) hereto;
- (x) the books and records listed on Exhibit 2.1(a)(x) hereto, including any data and electronically stored versions thereof (the "Records");
- (xi) the parcel of real property located in Waco, Texas described on Exhibit 2.2(b) hereto and all the buildings and other improvements thereon; and
- (xii) all accounts receivable of Seller existing as of the close of business on the Closing Date.

Notwithstanding the foregoing, to the extent that any Asset specifically listed on any Exhibit referred to in this Section 2.1(a) is held in the name of PMSC or any affiliate of PMSC other than Seller, PMSC shall on the Closing Date, on behalf of itself and its affiliates, sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase (for no additional consideration) from PMSC and such affiliates of PMSC such Assets and such items shall be included within the term "Assets".

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER AND PMSC SET FORTH IN SECTION 4 CONTAINED HEREIN: (A) NEITHER SELLER NOR PMSC MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AND SELLER AND PMSC EXPRESSLY DISCLAIM ANY SUCH WARRANTIES WITH RESPECT TO THE CONDITION, MERCHANTABILITY, OR FITNESS GENERALLY OR FOR A PARTICULAR PURPOSE, OF THE ASSETS; AND (B) BUYER AND EMSI ACCEPT THE ASSETS "AS IS" AND ACKNOWLEDGE THAT THEY HAVE BEEN AFFORDED AN OPPORTUNITY TO SATISFY THEMSELVES WITH RESPECT TO THE ASSETS.

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IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

POLICY MANAGEMENT SYSTEMS CORPORATION

By:  _____

PMSI, L.P.

By: POLICY MANAGEMENT SYSTEMS CORPORATION, ITS GENERAL PARTNER

By:  _____

1114 CORPORATION

By: _____

EMSI HOLDING COMPANY

By: _____

IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

POLICY MANAGEMENT SYSTEMS CORPORATION

By: _____

PMSI, L.P.

By: POLICY MANAGEMENT SYSTEMS CORPORATION, ITS GENERAL PARTNER

By: _____

1114 CORPORATION

By: John M. Utley

EMSI HOLDING COMPANY

By: John M. Utley

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Exhibit 2.1(a)(ii)

TRADEMARKS, TRADENAMES, TRADE STYLES, SERVICE MARKS

PMSI, L.P. (often shortened to just PMSI) is an entity name and trading name for the limited partnership. The associated logo (see below) is an unregistered trademark/service mark. Seller and PMSC are aware of other parties using the same or similar marks and/or names as PMSI. Seller granted Hospital Correspondence Corporation a nonexclusive right to use the name "PMSI" and "PMS, Inc." for a 90 day period from January 31, 1998 pursuant to the Agreement for Purchase and Sale of Assets dated January 23, 1998 among Seller, PMSC and Hospital Correspondence Corporation.



Registered Marks

Name	Registered Owner	Date Registered	No.	Description
TELEPRO* <small>(Service Mark)</small>	P.M.S.I., L.P. (Texas Corporation)	June 18, 1996 (First use/in commerce September 1, 1982)	1,981,280	For: processing and reporting to insurance companies of medical information the nature of attending physicians' statements, using facsimile and computer equipment, in Class 36.
DATACLAIMS* <small>(Service Mark)</small>	PMSC	December 14, 1993 (First use/in commerce May 15, 1992)	1,811,055	For: computer services; namely information retrieval in the field of claims information for the Life and Health insurance industry, in Class 35

Pending Applications

Name	Applicant	Date Applied	Serial No.	Description
TELEFACTS <small>(Service Mark)</small>	P.M.S.I., L.P. (Texas Corporation)	August 22, 1995 (First use/in commerce August 1, 1987)	74724100 USPTO Status - Misassigned Serial Number - April 3, 1996	For: underwriting information services to the insurance companies primarily the processing and reporting of personal history information from insurance applicants directly to insurance companies using facsimile and computer equipment, in Class 36. Disclaims "Facts"