



Form PTO-1594

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(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):

The Merallis Company

5-21-02

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

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

3. Nature of conveyance:

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

Execution Date: July 12, 2001

2. Name and address of receiving party(ies)

Name: Connecticut Innovations, Incorporated

Internal

Address:

Street Address: 999 West Street

City: Rocky Hill State: CT Zip: 06067

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2176565

Additional number(s) attached Yes No

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

Name: Gregg J. Lallier

Internal Address: Updike, Kelly & Spellacy, P.C.

Street Address: One Century Tower

265 Church Street

City: New Haven State: CT Zip: 06510

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:

DO NOT USE THIS SPACE

9. Signature.

Gregg J. Lallier

Name of Person Signing

Signature

5/21/02

Date

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

22

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

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

1. Name of conveying party(ies):

3.4.02

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

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

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1

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8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Gregg J. Lallier

Name of Person Signing

Gregg J. Lallier
Signature

2/21/02
Date

21

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

03/21/2002 DBYRNE 00000017 2176565

40.00MBR

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

01 FC:481

TRANSFER, DISTRIBUTION AND RELEASE AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made as of July 12, 2001, among **THE MERALLIS COMPANY** (the "**Company**"), **CONNECTICUT INNOVATIONS, INCORPORATED** ("**CII**"), **CONNECTICUT EMERGING ENTERPRISES, L.P.** ("**CEE**"), **CONNING CAPITAL PARTNERS V, L.P.** ("**Conning Capital**"), **CONNING CONNECTICUT INSURANCE FUND, L.P.** ("**Conning Connecticut**," collectively with Conning Capital, the "**Conning Entities**" and collectively with CII and CEE, the "**Secured Parties**") and Conning Connecticut, as Collateral Agent for the Secured Parties (the "**Collateral Agent**").

WITNESSETH:

WHEREAS, the Secured Parties hold promissory notes of the Company (collectively, the "**Notes**"), as follows:

- (a) Senior Convertible Promissory Note dated March 23, 2001 in the original principal amount of \$140,000 issued to CII;
- (b) Senior Convertible Promissory Note dated March 23, 2001 in the original principal amount of \$430,000 issued to Conning Capital;
- (c) Senior Convertible Promissory Note dated March 23, 2001 in the original principal amount of \$430,000 issued to Conning Connecticut;
- (d) Subordinated Convertible Promissory Note dated May 12, 2000, as amended and restated as of March 23, 2001, in the amount of \$1,200,000 issued to CII;
- (e) Subordinated Convertible Promissory Note dated May 12, 2000, as amended and restated as of March 23, 2001, in the amount of \$800,000 issued to CEE;
- (f) Subordinated Convertible Promissory Note dated May 12, 2000, as amended and restated as of March 23, 2001, in the amount of \$1,000,000 issued to Conning Capital; and
- (g) Subordinated Convertible Promissory Note dated May 12, 2000, as amended and restated as of March 23, 2001, in the amount of \$1,000,000 issued to Conning Connecticut; and

WHEREAS, pursuant to a Security Agreement dated as of March 23, 2001 between the Company and the Collateral Agent (the "**Security Agreement**"), the Collateral Agent holds, for the benefit of Secured Parties, a first perfected security interest in all of the assets of the Company (the "**Secured Party Liens**") to secure all of the Company's obligations under the Notes; and

WHEREAS, on the date hereof, the Company has total assets estimated at approximately \$350,000 and total liabilities, including the Notes, of approximately \$6,000,000; and

WHEREAS, the parties hereto have determined that, in order to effect an orderly liquidation of the Company and its assets with due regard for the Secured Parties' status as secured creditors of the Company, the Company shall transfer to CII all right, title and interest of the Company in and to all of those assets of the Company's listed and described in **Schedule A** attached hereto, including all intellectual property rights therein (collectively, the "**CII Assets**") and the Company shall sell all of its other assets (the "**Other Assets**") and distribute the proceeds therefrom to the Secured Parties as set forth herein, all in consideration for the cancellation and release of the Notes and the Secured Party Liens;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. TRANSFER OF THE CII ASSETS TO CII; PARTIAL RELEASE OF LIEN

Upon the terms and subject to the conditions of this Agreement, the Company hereby unconditionally and irrevocably grants, sells, transfers, assigns and delivers to CII, with the full and free consent of CEE and the Conning Entities, free and clear of any mortgage, lien, pledge, charge, security interest or encumbrance of any kind (collectively "**Lien**"), other than the Secured Party Liens, all right, title and interest of the Company to the CII Assets. In connection with such transfer, the Company is executing and delivering to CII Assignments of Patents and Trademarks for filing with the U.S. Patent and Trademark Office (the "**PTO Assignments**"). As part of such transfer, the Collateral Agent, on behalf of the Secured Parties and with their consent, hereby releases the Secured Party Lien as to the CII Assets only, and shall execute and deliver to counsel to CII a duly executed Uniform Commercial Code UCC-3 Release(s) with respect thereto for filing in the appropriate filing offices.

2. SALE OF OTHER ASSETS; DISTRIBUTION OF PROCEEDS

The Company shall proceed promptly to liquidate and dissolve and wind up its affairs and, in connection therewith, shall effect the orderly and commercially reasonable sale for cash of all of the Other Assets. Except for working capital reasonably necessary at any time(s) to complete the liquidation and dissolution of the Company, the proceeds from the sale of the Other Assets ("**Proceeds**") shall be distributed promptly when and as received by the Company to the Secured Parties, in each case in accordance with the allocation percentages set forth in **Schedule B** attached hereto.

Without the consent of all of the Secured Parties, the Company shall not retain at any time more than \$250,000 in working capital for the liquidation and dissolution of the Company. Each Secured Party agrees to remit promptly to the other Secured Parties any Proceeds received by the first party in excess of that to which it was entitled under the allocation percentages set forth in **Schedule B**, such remittance to be made to each other Secured Party so as to give full effect to the allocation percentages set forth in **Schedule B**.

3. NO ASSUMPTION OF LIABILITIES

No Secured Party shall assume or be deemed to have assumed any liabilities, obligations or commitments of the Company by reason of the transfers and distributions provided for herein or for any other reason.

4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as otherwise provided herein, the Company hereby represents and warrants to each Secured Party that:

(a) The Company has full power and authority to execute, deliver and perform this Agreement and the PTO Agreement. The Company has obtained all necessary corporate authorizations and approvals from its board of directors and/or shareholders required for the execution and delivery of this Agreement and the PTO Agreement and the consummation of the transactions contemplated hereby and thereby. Each of this Agreement and the PTO Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally, and except that the availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

(b) The Company has not assigned or licensed to anyone any interest or right to obtain an interest in the CII Assets.

(c) The Company's rights in and to the CII Assets are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

5. RELEASES

In consideration of the covenants and agreements contained herein and for other good and valuable consideration, each of CII, CEE and the Conning Entities hereby releases and forever discharges each such party and its predecessors, successors, affiliates, agents, representatives, shareholders, members, directors, officers, managers, partners and employees (each party and such other persons and entities individually and collectively referred to as the "Releasees") from any and all claims, counterclaims, demands, debts, actions, causes of action, suits or liabilities of any nature whatsoever, whether known or unknown, which any party hereto ever had, now has or hereafter can, shall or may have against the Releasees for, upon or by reason of any matter, cause or thing whatsoever arising from the beginning of the world to the date of this Agreement relating to the Company, including, but not limited to, any claims arising under the Notes or the Security Agreement and any actions or omissions relating thereto, but specifically excluding (i) claims pursuant to this Agreement and all agreements, instruments and documents executed or delivered in connection herewith including, without limitation, any

breach of any representations or covenants contained herein, and (ii) defenses and counterclaims with respect to the subject matter of any claims asserted in court by the Releasee or on its behalf against another party hereto.

6. COVENANT OF CII; NONCOMPETE RELEASE

CII hereby agrees that it shall not sell, transfer or assign the CII Assets through December 31, 2001 to any other party except for a non-exclusive license of the CII Assets to a new company that CII may form having CII and other parties as its shareholders. CII further agrees that it shall require such new company to agree that it shall not transfer, sell, or assign, through December 31, 2001, such CII Assets, licensed to it. CII and CEE each agree to indemnify and save harmless each of the Company and the Conning Entities from all losses, liabilities, claims, costs, damages and expenses (including reasonable attorneys' fees) arising from or relating to the possession, use or transfer of any data (including, without limitation, any patient data, financial data, etc.) contained in, on or within the CII Assets.

In consideration of the covenants and agreements contained herein and for other good and valuable consideration the Company, the Conning Entities, CII and CEE hereby release and forever discharge G. Allen DeGraw from any and all noncompetition agreements and/or noncompetition provisions that he may have in effect with any of the Company, the Conning Entities, CII and CEE with respect to the Company and its business including but not limited to all noncompetition agreements and/or noncompetition provisions under the Employment Agreement dated May 12, 1999 and under the Proceeds Allocation Agreement dated April 25, 2001.

7. MISCELLANEOUS

(a) The Company agrees and acknowledges that all further ideas, inventions, designs, technical information, technology, trade secrets, information contained in manuscripts or invention disclosure forms, data, specifications, test results and any other type of proprietary information, whether patentable or not, which relates in any way to the CII Assets or that are useful for the development, commercialization, manufacture, use or sale of any CII Assets shall be the property of CII and the Company hereby disclaims any further or continuing interests or rights in or to the CII Assets. The Company and the Secured Parties shall execute all necessary and appropriate documentation, filings, assignments and/or registrations to give CII ownership of such intellectual property.

(b) The Company shall do all acts reasonably necessary to defend and to assist CII in defending CII's title to the CII Assets, and the Company shall, at any time after the date hereof, take all actions necessary for and to assist CII in applying for and obtaining patent, trademark, servicemark or other legal protection with respect to certain CII Assets. The Company shall, from time to time, execute and deliver such reasonably requested additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by any other party,

to confirm and assure the rights and obligations provided for in this Agreement and in the PTO Assignments and render effective the consummation of the transactions contemplated hereby and thereby.

(c) The Company or its representatives shall maintain and preserve all of the records and files relating to the CII Assets in a manner consistent with record retention practices of the Company in effect prior to the date hereof for a period of two years from the date hereof. Prior to destroying any such records and files, the Company shall give prior written notice thereof to CII and shall transfer such records and files to CII if so requested (at the expense of CII).

(d) This Agreement is executed in, and shall be construed in accordance with and governed by the laws of, the State of Connecticut without giving effect to the principles of conflicts of law thereof.

(e) This Agreement (including the Schedules and Exhibits hereto) constitutes the sole understanding of the parties with respect to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written instrument or agreement between the parties executed with or after this Agreement.

(f) All notices, demands and other communications hereunder shall be in writing or by written telecommunication, and shall be deemed to have been duly given if delivered personally or if sent by recognized overnight courier, signature required, as follows:

If to the Company:

70 Inwood Road
Rocky Hill, CT 06067
Attention: Allan DeGraw

If to CII or CEE:

Connecticut Innovations, Incorporated
999 West Street
Rocky Hill, CT 06067

with a copy to:

Updike, Kelly & Spellacy, P.C.
One State Street, Suite 2400
Hartford, CT 06103
Attention: David E. Sturgess, Esq.

If to a Conning Entity:

CityPlace II
185 Asylum Street
Hartford, CT 06103
Attention: Greg Batton

with a copy to:

Charles F. Vandenburg, Esq.
Brobeck, Phegler & Harrison LLP
163 Broadway
46th Floor
New York, NY 10019

(g) If the Company shall become entitled to the benefit of any patent, trademark or copyright registration or application for registration, reissue, division, continuation, renewal, extension, or continuation-in-part of any aspect of the CII Assets or any improvement of, to or on the CII Assets, the Company shall give CII prompt notice of the same, and the same shall be deemed without any further action CII Assets for all purposes of this Agreement and the Company shall execute an assignment of the same.

(h) The Company hereby authorizes CII to modify this Assignment at any time without the consent of the Company by amending **Schedule A** to include any registrations, reissues, divisions, continuations, renewals, extensions, and continuations-in-part of the CII Assets and any improvements thereof, thereto or thereon.

(i) The Company hereby authorizes CII to act as the Company's true and lawful attorney-in-fact, with power to execute, acknowledge, deliver, file, register, record, and deposit any and all further instruments required by law or reasonably necessary to confirm or further assure the interest of Assignee hereunder, including, but not limited to, filings with the United States Patent and Trademark Office and the United States Copyright Office.

(j) The Company shall have the duty to fully cooperate and assist CII in the diligent prosecution of any application of the CII Assets pending as of the date hereof or thereafter, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent, trademark and copyright registration applications of the CII Assets. The parties agree and acknowledge that all further ideas, inventions, technology, trade secrets and any other type of proprietary information, whether patentable or not, which relates in any way to the CII Assets shall be the property of the CII. The Company shall execute all necessary and appropriate documentation, filings, assignments and/or registrations to give CII ownership of such intellectual property.

[balance of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE MERALLIS COMPANY

By: *Allen DeGraw*
Its President & CEO

CONNECTICUT INNOVATIONS,
INCORPORATED

By: _____
Its

CONNECTICUT EMERGING
ENTERPRISES L.P.

By: Emerging Enterprises Management, LLC
Its General Partner

By: Connecticut Innovations, Incorporated
Its Sole Member

By: _____
Its

CONNING CONNECTICUT
INSURANCE FUND, L.P., as principal
and as Collateral Agent

By: _____
Its

CONNING CAPITAL PARTNERS V, L.P.

By: _____
Its

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE MERALLIS COMPANY

By: _____
Its

**CONNECTICUT INNOVATIONS,
INCORPORATED**

PL By: Victor Budnick
Its President & Executive Director

**CONNECTICUT EMERGING
ENTERPRISES L.P.**

By: Emerging Enterprises Management, LLC
Its General Partner

By: Connecticut Innovations, Incorporated
Its Sole Member

PL By: Victor Budnick
Its President & Executive Director

**CONNING CONNECTICUT
INSURANCE FUND, L.P., as principal
and as Collateral Agent**

By: _____
Its

CONNING CAPITAL PARTNERS V, L.P.

By: _____
Its

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE MERALLIS COMPANY

By: _____
Its

**CONNECTICUT INNOVATIONS,
INCORPORATED**

By: _____
Its

**CONNECTICUT EMERGING
ENTERPRISES L.P.**

By: Emerging Enterprises Management, LLC
Its General Partner

By: Connecticut Innovations, Incorporated
Its Sole Member

By: _____
Its

**CONNING CONNECTICUT
INSURANCE FUND, L.P.**, as principal
and as Collateral Agent

By: Gregory L. Patton
Its

CONNING CAPITAL PARTNERS V, L.P.

By: Gregory L. Patton
Its

Schedule A

CII Assets

1. U.S. Registered Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
The Merallis Company	Merallis	2176565	7/28/98

2. Trademarks, Tradenames, Logos, Service Marks, Brand Marks, Brandnames

DataLink Development Group, Inc.
The Merallis Company
Quicksilver ECS
Merallis Transact (Mtransact)
Merallis Connect (Mconnect)

3. Copyrights

Quicksilver ECS

4. Domain Names

merallis.com
merallis.net

5. Software

Visual Basic Executables

BCPUB92A.exe	FEMonitor.exe	NYMIPreAuthLoadTemp.exe
BCPUB92B.exe	GCollect.exe (C++)	NYMISite.exe
CABCReport4.exe	InUCFctl.exe	NYMISiteLoad.exe
CAMDCRER.exe	MCLIACKN.exe	OXHPMedCImReportParser.exe
CreateReport5.exe	MCLO8200.exe	OXHPRejectDetailSplitter.exe
CSPNLoad.exe	MCLO9001.exe	PA00A.exe
CustomEdits.exe	MCLO9100.exe	PayorReports.exe
DBFIag1.exe	MCLO9Err.exe	PreAuth.exe
DigitalClaimsInbound.exe	MDHPLoad.exe	PreProcessorNC00L.exe
EnvoyClaimsInbound.exe	MerCMT.exe	ProprietaryOutput.exe
FaxBackErrorEditor.exe	MerElig.exe	QMaster.exe (QueueMaster Jr.)
FaxBackReport.exe	MIOI0100.exe	ReRun.exe
FaxBackReportingDirectory.exe	NYMICPTCodePreAuthLoad.exe	RPTZip.exe
FEClaimSplitter.exe	NYMIFisc.exe	SelectReports.exe
FECon1.exe	NYMIPreAuth.exe	SiteCPT.exe
UCFUpCtl.exe	UCFMvEng.exe	UCF.exe
VMail.exe		

PROCEDURAL PROGRAMS

A835CCI	EDITNUMB	FIXCTAOF	IOCARCLM
A835HCFA	ELIGBLD	FIXNC00C	IOCARGRP
A864CCI	ELIGBLD2	FIXNJ016	IOCARPRV
ACKSHCFA	ELIGCCI	FIXNJ019	IOCARR
BCBSRPT	ELIGMDHP	FIXNY04C	IOCARRDR
BCBSSUM	ERRWRITE	FIXNY04R	IOCARRLU
BLDPROV	FE000101	FIXNY04S	IOCARSEQ
BUILDERR	FE000102	FIXNY04Y	IOCLMCTI
CARRACEX	FE0103	FIXNY05U	IOCLMERR
CTMDCRAK	FE0105	IOAUDIT	IOCLMERT
CTMSG001	FIXCT000	IOBCBS	IOCOMP
CTMSG002	FIXCT057	IOBECARR	IOCPTPRE
CTMSG003	FIXCT05H	IOBEOFFC	IOCRSCTP
EDITDATE	FIXCTACZ	IOBEPROG	IOCDP2A
IOCUSTED	IOCDP2B	IONSF	MAKE80
IOELGPRM	IOH15P2B	IONSFAIN	MAKECMD
IOELIG	IOHICF	IONSFAOU	MARI0100
IOERRFIL	IOICDCPT	IONSFBIN	MCEI0000
IOERRORS	IOISNAME	IONSFBOU	MCEI0010
IOFEAUDT	IOMAPFLD	IONXTCLM	MCEI0020
IOFECARR	IOMCLP2A	IONYEXCT	MCEI0030
IOFEOFFC	IOMCLP2B	IONYSCPT	MCEI0040
IOFEPCAR	IOMCPRV	IONYSITE	MCEI0050
IOFEPROV	IOMDCPRV	IONYSTER	MCEI0060
IOFFPATH	IOMDPROV	IOOFFTBL	MCEI0070
IOFLENAM	IOMFUB92	IOPFNAME	MCEI0080
IOFULNSF	IOMOUB92	IOSCPTER	MCEI0090
IOGRPPRV	IOMRNOFF	IOSQLOFF	MCEI0100
IOH15P2A	IONEIC	JULIANDT	MCEI0110
MCEI0120	MCEI0370	MCLI1009	MCLIGC0
MCEI0130	MCEI0380	MCLI1010	MCLIHA0
MCEI0140	MCEI0390	MCLI1015	MCLM0010
MCEI0150	MCEI0410	MCLI1016	MCLM0200
MCEI0160	MCLI0001	MCLI1017	MCLM0250
MCEI0170	MCLI0002	MCLI1020	MCLM0500
MCEI0180	MCLI0031	MCLI1030	MCLM0510
MCEI0190	MCLI0050	MCLI1050	MCLM0520
MCEI0200	MCLI0100	MCLI2000	MCLM0530
MCEI0210	MCLI0200	MCLI2001	MCLM0600
MCEI0220	MCLI0300	MCLI2100	MCLM1000
MCEI0230	MCLI0400	MCLI3000	MCLM1005
MCEI0240	MCLI0401	MCLI400R	MCLM1010
MCEI0250	MCLI0600	MCLIAA0	MCLO0000
MCEI0260	MCLI1000	MCLIBA0	MCLO0010
MCEI0270	MCLI1001	MCLICA0	MCLO0100
MCEI0280	MCLI1002	MCLICTRL	MCLO0105
MCEI0290	MCLI1003	MCLIDA0	MCLO0110
MCEI0300	MCLI1004	MCLIDA1	MCLO0120

MCEI0310	MCLI1005	MCLIDA2	MCLO0130
MCEI0320	MCLI1006	MCLIEA0	MCLO0140
MCEI0330	MCLI1007	MCLIEA1	MCLO0150
MCEI0360	MCLI1008	MCLIFA0	MCLO0160
MCLO0901	MCLO2EAA	MCLO6100	MCTO0100
MCLO0902	MCLO2FA0	MCLO6101	MCTO0101
MCLO0903	MCLO2FAA	MCLO6200	MCTO0102
MCLO1000	MCLO2GC0	MCLO7000	MCTO0103
MCLO1001	MCLO3000	MCLO7001	MCTO0104
MCLO1002	MCLO3010	MCLO9000	MEDCSUM
MCLO1010	MCLO3020	MCLO9001	MEDM0100
MCLO1020	MCLO3030	MCLO9200	MEDM0102
MCLO1030	MCLO4000	MCLO9900	MERR0100
MCLO1040	MCLO4001	MCLOEA0	MERUB92
MCLO1041	MCLO5100	MCLOEA1	MIOI0100
MCLO2000	MCLO5200	MCLOEHTR	MIOI0100A
MCLO2010	MCLO5201	MCLOESPR	MIOI0100B
MCLO2BA1	MCLO5202	MCLOESTA	MIOI0100C
MCLO2BY0	MCLO5300	MCLOFA0	MIOI0100D
MCLO2CA0	MCLO5400	MCLOFB1	MIOI0101
MCLO2DA0	MCLO5500	MCLOHA0	MIONSFP2
MCLO2DA1	MCLO5501	MCLR0100	MIOO0200
MCLO2DA2	MCLO5600	MCTI0200	MIOO0205
MCLO2EA0	MCLO6000	MCTO0050	MIOONP2B
MIOOP2A	NO000160	NSFINBA0	NSFOUDA2
MIOOP2B	NO001172	NSFINCA0	NSFOUDA3
MUTI0500	NO001220	NSFINDA0	NSFOUEA0
MUTM0001	NO001240	NSFINDA1	NSFOUEA1
MUTM0002	NO001247	NSFINDA2	NSFOUEA2
MUTM0003	NO001266	NSFINEA0	NSFOUEAA
MUTM0005	NO001271	NSFINEA1	NSFOUFA0
MUTM0010	NO001554	NSFINEAA	NSFOUFAA
MUTM0100	NO001569	NSFINFA0	NSFOUFB0
MUTM0101	NOPAPER	NSFINFB0	NSFOUFB1
MUTM0102	NOTRAILB	NSFINFB1	NSFOUFB2
MUTM0103	NSF20BA1	NSFINGC0	NSFOUFB3
MUTM0200	NSF20BY	NSFOUAA0	NSFOUFD0
MUTM0250	NSF20CA0	NSFOUBA0	NSFOUFE0
MUTM0500	NSF20DA0	NSFOUBA1	NSFOUGA0
MUTM0600	NSF20DAI	NSFOUCA0	NSFOUGC0
MUTM0700	NSF20DA2	NSFOUCA1	NSFOUGD0
MUTM08700	NSF20EAO	NSFOUCB0	NSFOUGD1
N104ERNA	NSF20FA0	NSFOUDA0	NSFOUGE0
N104ERNB	NSF20GC0	NSFOUDA1	NSFOUGP0
NSFOUGU0	PA89Y8	UB92IN10	UB92IN50
NSFOUGX0	PAB89Y8	UB92IN20	UB92IN60
NSFOUGX1	PAD4M56	UB92IN21	UB92IN61
NSFOUGX2	PE000000	UB92IN22	UB92IN70
NSFOUHA0	PE001897	UB92IN30	UB92IN71
NSFOUXA0	PE006111	UB92IN31	UB92IN72

NSFOUYA0	PE0ENVOY	UB92IN32	UB92IN73
NSFOUZA0	QUEST271	UB92IN34	UB92IN74
OFINBLD	REPORT5	UB92IN40	UB92IN75
PA4M56	RPTNEIC	UB92IN41	UB92IN76
UB92IN77	UB92IN80	UB92IN81	UB92IN90

WEB PROGRAMS

QuickSilver ECS
 QuickSilver WEB
 Merallis PRS site
 Merallis Payor List site

TECHNICAL DOCUMENTATION

SYSTEMS APPLICATIONS DOCUMENTATION DIRECTORY LISTING

**Contents of S:\Public\Documentation
 Library\Merallis Standards\Database**

- ◆ FixedLengthRecordProcessing.doc
- ◆ Instructions for Updating ICD9CPT4 Table.DOC
- ◆ Merallis SQL Servers and Databases.doc
- ◆ PayorTableAudit Tables.doc
- ◆ POSTOSDocumentation.doc

Summary of Changes to MerLoadP2.zip

Contents of Data Dictionary

- EligProdTableList.doc
- InhouseData-Prod.doc
- MerDataProdSQLMaster.doc
- MerDataProdTableList.doc
- MetaProd.doc

Contents of S:\Public\Documentation Library\Merallis
 Standards\Merallis Specifications
 Merallis 1450 Matrix.doc
 Merallis1500Matrix.doc
 MerallisNSF20Matrix.doc

Contents of S:\Public\DatabaseDocs\General

- Claimdatav4.doc
- ClaimProcessingv3.vsd
- ClaimProcessingv4.vsd
- Data Management Guidelines.doc
- DatabaseApplicationsv2.doc
- DataDocTOC.doc
- MerallisDataStandards.doc
- Procedures for releasing application.doc

MerallisNSF30I Matrix.doc
 MerallisNSFMapping.Incoming.xls
 MerallisUB-92Ver4Matrix.doc
 MerallisUB-92Ver5Matrix.doc

◆ Contents of S:\Public\Documentation Library\Merallis Standards\Programs

◆ Contents of Cobol

- ◆ Calls.xls
- ◆ COPYBOOK_DOCUMENTATION.xls
- ◆ EDITDATE.vsd
- ◆ EDITNUMB.vsd
- ◆ FIXCT057.vsd
- ◆ FIXCT05H.vsd
- ◆ FIXCTACZ.vsd
- ◆ FIXNC00C.vsd
- ◆ FIXNY05U.vsd
- ◆ HCDSIN46.032400.vsd
- ◆ HCDSIN67.vsd
- ◆ IOBEPROG.011000.vsd
- ◆ IOFECARR.011000.vsd
- ◆ IOFEOFFC.011000.vsd
- ◆ IOFLENAM.011000.vsd
- ◆ Iofulnsf.vsd
- ◆ IOFULNSF100900.zip
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- ◆ IOISNAME.vsd
- ◆ IOMAPFLD.vsd
- ◆ MCEI0300.vsd
- ◆ MCEI0310.011000.zip
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- ◆ mcei0390.vsd
- ◆ MCEI0410.vsd
- ◆ MCEI1050.vsd
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- ◆ MCLI0200.zip
- ◆ MCLI0200100900.zip
- ◆ MCLI0300.032100.vsd
- ◆ MCLI0300.zip
- ◆ mcli0600.032100.vsd
- ◆ MCLI1000.020101.zip
- ◆ MCLI1000.032100.zip
- ◆ MCLO2FA0.vsd
- ◆ MCLO5100.ppt
- ◆ MCLO5200.011200.vsd
- ◆ IOMFUB92.vsd
- ◆ IOMOUB92.vsd
- ◆ IONSF.vsd
- ◆ ionxtclm.vsd
- ◆ iopfname.vsd
- ◆ IOSCPTR.011000.vsd
- ◆ IOSUBOFF.vsd
- ◆ IOSUBXRF.vsd
- ◆ IOUB92A.vsd
- ◆ IOUB92B.vsd
- ◆ IOUBCARR.vsd
- ◆ IOVWCT50.vsd
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- ◆ MCEI0010.vsd
- ◆ MCEI0020.vsd
- ◆ MCEI0030.vsd
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- ◆ MCLM0205.011100.vsd
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- ◆ NSFOUCA0.vsd
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- ◆ NSFOUDA3.vsd
- ◆ NSFOUEA0.vsd
- ◆ NSFOUEAL.vsd
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- ◆ PE006111031901.zip
- ◆ Pgm_UTILITY Descriptions.xls
- ◆ UB92IN20.vsd
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- ◆ ub92in30.vsd
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- ◆ MUTM0103.032000.vsd
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- ◆ NSFOUFA0.vsd
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- ◆ NSFINFA0.121099.vsd
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- ◆ NSFOUGP0.vsd
- ◆ NSFOUGU0.vsd
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- ◆ NSFOUZA0.vsd
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- ◆ PE001897.vsd
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- ◆ ub92in77.vsd
- ◆ ub92in80.vsd
- ◆ ub92in90.vsd
- ◆ ub92in72.vsd

◆ Contents of Visual Basic

- ◆ AccCompact.vsd
- ◆ BasStartParam.vsd
- ◆ CABR_REPORT_PARSING.vsd
- ◆ CAMDCR.ppt
- ◆ CELink.Cls.doc
- ◆ CELinkClass.doc
- ◆ ClsStartProg.vsd
- ◆ CreateReport5.ppt
- ◆ CreateReport5.vsd
- ◆ CSPNLoad.vsd
- ◆ Encounters Outbound Extract
- ◆ Encounters Outbound Splitte
- ◆ FaxBackReport.ppt
- ◆ FEAudit.vsd
- ◆ FEClaimSplitter.exe.vsd
- ◆ FEClaimSplitter.exe.zip
- ◆ FEClaimSplitter.exe021600.z
- ◆ FEConl.exe.vsd
- ◆ FEConl.exe012000.zip
- ◆ FEContrl.vsd
- ◆ InUCFctl.vsd
- ◆ KPCGC.spc.vsd
- ◆ MABCBS.ppt
- ◆ MCLI0250.exe022100(U
- ◆ MCLI0250.exe.zip
- ◆ Mcliakn.exe.zip
- ◆ MCLIAKN.exe011200(S
- ◆ MCLO8000.exe.032900.v
- ◆ MCLO8200.vsd
- ◆ MCLO9001.exe012000.v

- ◆ CustomEdits.vsd
- ◆ DataMapper.doc
- ◆ DBFlag l.exe.vsd
- ◆ EditEngineMedium-Level Inbo
- ◆ EditEngineN-Tier High Level
- ◆ MerMailTest.vsd
- ◆ MerProcUtil.vsd
- ◆ MerRegClear1.vsd
- ◆ MerStart.vsd
- ◆ MIOI0100.exe012000.vsd
- ◆ NCBCBS.ppt
- ◆ ReRun.vsd
- ◆ NHIC_Medicare.ppt
- ◆ SampleOxford.vsd
- ◆ UCfDesktop.vsd
- ◆ UCfMVENG.exe012000.vsd
- ◆ NCMEDICARE_REPORT_PARSING.vsd
- ◆ FEMonitor.exe012000.vsd
- ◆ FEMonitor_2.exe033100.vsd
- ◆ FlowSubmitte2.ppt
- ◆ FlowSubmitter.ppt
- ◆ InboundOxfordEncountersExe.
- ◆ NSFTTestFileRun.vsd
- ◆ NymiPreAuthLoadTemp.exe.vsd
- ◆ Off Delete File.012100.vsd
- ◆ OfficeDataStandAlone.vsd
- ◆ Oxford.spc.vsd
- ◆ OXHP Claim and Reject Split
- ◆ OXHPFTPack.ppt
- ◆ OXHPMedClmReportParser.exe.
- ◆ UCFOfficeData.vsd
- ◆ UCfRptVw.vsd
- ◆ UpUCfCtl.vsd
- ◆ MerAcuCo.vsd
- ◆ MerBBS.ppt
- ◆ MerBuild.vsd
- ◆ MerHelper.vsd
- ◆ OXHPRejectParser.ppt
- ◆ PersonnelResourceSystem
- ◆ PreProcessNC00L.ppt
- ◆ PreProcessor.vsd
- ◆ QueueMaster.exe012000.v
- ◆ ReferProv.vsd
- ◆ RejectParser.ppt
- ◆ ReRun.exe012100.vsd
- ◆ UtilSample.vsd
- ◆ Validate271.vsd
- ◆ ZipFileRename.exe.vsd
- ◆ UserNameID.vsd

◆ Contents of S:\Public Documentation Library\Merallis Standards\Process_Procedures\System Flows

- ◆ Merallis Fastbatch.020100.vsd
- ◆ Payers00Level.current.vsd
- ◆ Payers10Level.current.vsd
- ◆ Payers20Level.current.vsd
- ◆ Payers30Level.current.vsd
- ◆ Payers40Level.current.vsd
- ◆ Payers50Level.current.vsd
- ◆ PayersAllLevels.current.vsd

◆ Contents of S:\Public\Documentation Library\Merallis Standards\Reports

- ◆ Description of Reports.doc
- ◆ EDIUSAResponseFileSpecs.doc
- ◆ operations.doc
- ◆ Report Template1.xls

◆ Contents of CompletedReports

- ◆ RptBalanceClaimsByOfficeWithinPayor_Report Template.xls
- ◆ RptBalanceClaimsByPayorWithinOffice_Report Template.xls
- ◆ rptBalanceClaimsSummaryAudit_Report Template.xls
- ◆ rptBalanceEvaluationOffice_Report Template.xls
- ◆ rptBalanceLoad_Report Template.xls
- ◆ rptBalancePayorControltotals Report Template.xls

Operations Procedures Directory Listing

- ◆ Contents of S:\Public\DatabaseDocs\OperProcedures
- ◆ EligReportsrev.doc
- ◆ FactsMVP QrtlyWkly.doc
- ◆ FactsOxTerms.doc
- ◆ NYMI PreAuth Overview.doc
- ◆ Operating Instructions Pro

- ◆ Contents of S:\Public Documentation Library\Merallis Standards\Process_Procedures\Operations
- ◆ LineMonitorOps.doc
- ◆ Merallis Production Systems Overview.ppt
- ◆ MerRpt.ReportsProcessing20000224.doc
- ◆ MerRptBatch.OperationReleaseForms.zip
- ◆ MerRptBatch.ReportsProcessing.20000210.doc
- ◆ MerRptBatch.ReportsProcessing.zip
- ◆ MerRptOperationsReleaseForms.20000224.doc
- ◆ MomingPayorReportProcess.doc
- ◆ MomingPayorReportProcess.zip
- ◆ Operations Documentation(MerRpt).doc
- ◆ Operations Forms for Production Move.dot
- ◆ Operations Procedures.doc
- ◆ operations.doc
- ◆ QueueMasterOps.doc
- ◆ Reports. 20000228.doc
- ◆ Reports.OperationsReleaseForms.20000228.doc

6. Equipment and Related Assets

Qty Tag

- 1 2045 HP NetServer LXr 8500
- 1 1749 HP NetServer LXe Pro SG63701008
- 1 1795 HP NetServer LXe Pro
- 1 HP NetServer LH4R
- 1 1986 Winchester Flash Disk LVD Ultra
- 1 2018 Dell Dimension T550
- 1 RAS Server Digicard

- 1 1792 HP Tape Backup
- 1 Tape Drive
- 1 2104 Tape Drive
- 1 2003 Tape Drive

- 1 1349 Printer HP LaserJet 4000TN
- 1 2524 Printer HP LaserJet 4050N
- 1 2140 Printer card
- 1 2538 Fax machine

1 1978 Dell Dimension 500
 1 1999 Dell Dimension 500
 1 1997 Dell Dimension 500
 1 1998 Dell Dimension 500
 1 2072 Dell Dimension 500
 1 1975 Dell Dimension 500
 1 1969 Dell Dimension 500
 1 1982 Dell Dimension 500
 1 1971 Dell Dimension 500
 1 1972 Dell Dimension 500
 1 2018 Dell Dimension 500
 1 2021 Dell Dimension 500
 1 1970 Dell Dimension 500
 1 2059 Dell Inspiron 3800 Laptop
 1 2013 Dell Dimension 500 w/w2k
 1 2320 Dell Dimension 667
 1 CDRW Drive
 1 1859 CDR Duplicator
 1 2123 Belkin Video Switch

 5 US Robotics 56k modem
 1 Iomega Zip Drive external 100mb

 1 1872 Cabletron Smartstack 100 24TX Port Full Duplex Hub
 1 Router DSL 8port

 12 Viewsonic 17" Monitors
 4 Smart UPS APS

 1 2600 Double wide Server rack

 4 Microsoft NT Server 4.0
 1 Microsoft NT Server 4.0 Enterprise
 4 Microsoft NT Works 4.0
 4 Microsoft Visual Studio 6.0 Enterprise
 1 Microsoft Exchange Server 5.5
 2 Microsoft SQL Server 7 w/5 licenses
 1 Microsoft Front Page
 2 Microsoft Acucobal
 1 Paintshop Pro
 1 Backup Exec 7.3
 1 Dropchute
 4 Beyond Compare
 2 Examine 32
 1 Hijack Pro

 2 Sofa Capri Plum Leather Sofa Allens office
 3 Bookcase Knoll Mahogany 5 shelves 36lx16d

- 2 Desk Knoll Mahogany U 66w x 36d w/2 Sets of Drawers
- 5 Desk Knoll Mahogany Bullet Top U 66w x 30d w/2 Sets of Drawers
- 3 Chair - Executive Black Leather (65 Conf Rm)
- 4 Chair - Knoll Cubicle Chair various colors
- 3 Lateral files 3 Drawer Black
- 1 Tool Box
- 1 Tool Bin Husky 5 drawers on wheels

Schedule B

Secured Party

Allocation Percentages

CII	8.77%
CEE	5.23%
Conning Capital	43.00%
Conning Connecticut	<u>43.00%</u>
	100.00%