

06-20-2002

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

REC T



I.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102128837

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

1. Name of conveying party(ies): Skila, Inc. 6-11-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other a Delaware Corporation
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Sela2, Inc.
Internal Address: Suite 347
Street Address: 115 Franklin Turnpike
City: Mahwah State: NJ Zip: 07430
Individual(s) citizenship Association
General Partnership Limited Partnership
Corporation-State Delaware
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: November 5, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/752,405; 75/752,406
75/752,408;
B. Trademark Registration No.(s) 2,150,290;
2,150,291; 2,409,829; 2,415,054
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Monica P. McCabe, Esq.
Internal Address: Piper Rudnick LLP
Street Address: 1251 Avenue of the Americas
City: New York State: NY Zip: 10020

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41): \$ 280.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

Signature
06/19/2002 DBYRNE 00000146 75752405
40.00 OP
150.00 OP
Monica P. McCabe
Name of Person Signing

monica P. McCabe 6/11/02
Signature Date

Total number of pages including cover sheet, attachments, and document: 13

06/19/2002 DBYRNE 00000146 75752405
01 FC:481
02 FC:482
Repl. Ref: 06/19/2002 DBYRNE 0010475100
DOR: 581303
FC: 704

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

TRADEMARK
REEL: 002528 FRAME: 0978

2.5

ASSET PURCHASE AGREEMENT

by and between

Sela2, Inc.

and

Skila, Inc.

Dated November 5, 2001

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated this 5th day of November, 2001 (the "Agreement") by and between Sela2, Inc., a Delaware corporation (the "Purchaser") and Skila, Inc. (the "Seller").

WHEREAS, Seller has ceased business operations and has advised Purchaser that it is preparing to file a voluntary petition for relief commencing a case (the "Reorganization") under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. Sections 101 et seq (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of New Jersey (the "Bankruptcy Court");

WHEREAS, Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser the Purchased Assets (as defined in Section 1.1) for the price and upon the terms and conditions set forth herein, and in accordance with Section 363 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the mutual obligations set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

Section 1.1 Purchased Assets; Excluded Assets.

(a) Purchased Assets. On the terms and conditions set forth in this Agreement, at Closing, Seller shall, pursuant to Section 363 of the Bankruptcy Code, sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase and accept from Seller, all of Seller's right, title and interest in the Purchased Assets, free and clear of all liens, claims and interests (the "Encumbrances"), other than Assumed Liabilities. Any Encumbrances on or against the Purchased Assets existing prior to Closing shall attach to the proceeds of the sale contemplated hereby. The Purchased Assets consist of:

- (i) the items of furniture, equipment, hardware and software described or listed on Schedule 1.1(a)(i) that are owned by Seller (the "Purchased Furniture, Equipment, Hardware and Software");
- (ii) the equipment and other leases set forth on Schedule 1.1(a)(ii) (the "Assigned Leases");
- (iii) the contracts set forth on Schedule 1.1(a)(iii) and all rights thereunder (the "Assigned Contracts");

- (iv) all (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof, (b) trademarks, service marks, trade dress, logos, trade names, corporate names and domain names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works and proprietary content, all copyrights and all applications, registrations and renewals in connection therewith, (d) trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, blueprints, sketches, storyboards, models, images, engineering drawings, specifications, customer and supplier lists, sales force automation and other databases, pricing and cost information and business and marketing plans and proposals), (e) computer software (including data and related documentation), (f) other proprietary rights and technical knowledge, analytical methodology, processes, data and all other information or experience possessed by Seller, or which Seller has the right to use, (g) copies and tangible embodiments of any of the foregoing (in whatever form or medium) and (h) licenses and sublicenses granted and obtained with respect thereto and rights thereunder, all set forth on Schedule I.1(a)(iv).
- (v) all rights in and to Seller's software, technology and applications, including, without limitation, Seller's iWorksite, iWorkbench, Real Time Knowledge and Intelligration as a bundled software package;
- (vi) all books, records, files, documents, correspondence, lists, creative materials, advertising, promotional and marketing materials, studies, reports and other printed or written materials related to Seller's products and services;
- (vii) all rights in and to Seller's customer base, customer lists, customer service agreements, marketing materials, service or product materials, manuals, advertising, marketing research, marketing intelligence and other material, information and documents related thereto;
- (viii) all goodwill relating to the Purchased Assets; and
- (ix) any other asset of Seller in respect of which there is an Assumed Liability.

~~Section~~ 9.7 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of the parties hereto.

~~Section~~ 9.8 Waiver. At any time prior to Closing, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any documents delivered pursuant hereto and (c) waive compliance with any of the agreements or covenants contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

~~Section~~ 9.9 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto.

~~Section~~ 9.10 Bankruptcy Court Approval. This Agreement is subject in all respects to the approval of the Bankruptcy Court in the Reorganization.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PURCHASER:

SELA2, INC.

By: _____

Moish Tov
Chairman and Chief Executive Officer

SELLER:

SKILA, INC.

By: _____

David Batten
Director

Section 9.7 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of the parties hereto.

Section 9.8 Waiver. At any time prior to Closing, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

Section 9.9 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto.

Section 9.10 Bankruptcy Court Approval. This Agreement is subject in all respects to the approval of the Bankruptcy Court in the Reorganization.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PURCHASER:

SELA2, INC.

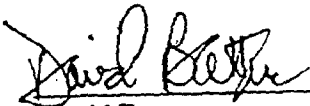
By: _____

Moish Tov
Chairman and Chief Executive Officer

SELLER:

SKILA, INC.

By: _____


David Batten
Director

A	B	C	D	E
Schedule 1.1(a)(iv) - Intellectual Property				
1				
2				
3				
4	Type of Property	Description and Location of Property		
5	(a) Inventions	Non-Provisional Application for Patents pending	Method and System for Database Access	Corp/Patents file in Rich White's office
6	(b) trademarks	Patents Trademarks company names		
7		product names	Skila	Trademarks file in Rich White's office
8			Real Time Knowledge	Trademarks file in Rich White's office
9			Intelibase	Trademarks file in Rich White's office
10			Intelligence	Trademarks file in Rich White's office
11			The One	Trademarks file in Rich White's office
12			Complete Picture of the Healthcare Market	Trademarks file in Rich White's office
13			Skoul	Trademarks file in Rich White's office
14			Newsgate	Trademarks file in Rich White's office
15				

	A	B	C	D	E
16				Providers Diagnosis Procedures Products Suppliers Managed Care	Trademarks file in Rich White's office
17				Diagnosis Procedures Products Suppliers Managed Care Providers	Trademarks file in Rich White's office
18				Global Healthcare Intelligence Platform	Trademarks file in Rich White's office
19				Skila Wheel	names used generally throughout collateral
20				The Wheel	names used generally throughout collateral
21				iWorksite	names used generally throughout collateral
22				iWorkbench	names used generally throughout collateral
23				Skila.com iKnow New Product Launch Solution	names used generally throughout collateral
24					names used generally throughout collateral

A	B	C	D	E
			RTI (Real Time Intelligence)	names used generally throughout collateral
25		Skila.com domain	Skila.com domain	on the internet
26	Domain name	Skila.com	Skila proprietary content including but not limited to: RTIK headline perspectives, commentary, month in review, international content (Europe, Japan and ROW), EDGE modules, etc.	located on the Skila products
27	(c) Copyrightable works	all Skila proprietary content		
28	(d) Trade secrets	Copyrights Images		
29		commissioned works	Skila company logo consisting of a segmented wheel design, including icons	Arial artwork ownership file in Rich White's office
30			product (intelbase) wheel, consisting of a segmented wheel design, including icons	Arial artwork ownership file in Rich White's office
			advertisements with graphics	Arial artwork ownership file in Rich White's office

A	B	C	D	E
			platform designations	Anal artwork ownership file in Rich White's office
32			figures of dogs	Anal artwork ownership file in Rich White's office
33			sales materials	Anal artwork ownership file in Rich White's office
34		pre-existing works		
35			1998 Holiday card	Anal artwork ownership file in Rich White's office
36			1999 Holiday card and wine bottle label	Anal artwork ownership file in Rich White's office
37			event invitations	Anal artwork ownership file in Rich White's office
38			header on sales sheets	Anal artwork ownership file in Rich White's office
39			company t-shirt (1st edition) ("Red Dog")	Anal artwork ownership file in Rich White's office
40		new images	New Product Launch globe image	NPL file in Karen Kerwick's office
41			"Functional Silo" graphic	NPL file in Karen Kerwick's office
42				NPL file in Karen Kerwick's office
43				NPL file in Karen Kerwick's office

	A	B	C	D	E
44	(c) 3rd party software	Contact information database			Skila Consulting server
45	(f) computer software	Products	Skila proprietary software		
46					
47				iWorksite, including Intelligiration, iWorkbench, and Real Time Knowledge and all other components which can not be separated from each other previous versions of Skila platform	UUNET or Skila offices
48				EDGE website	UUNET or Skila offices
49				Skila.com website	UUNET or Skila offices
50				Skila Intra intranet	UUNET or Skila offices
51				Content Management System (CMS)	UUNET or Skila offices
52				WTC trauma site	UUNET or Skila offices
53			Skila Reports	EDGE Modules	UUNET or Skila offices
54					
55					