

07-11-2002

SHEET

Docket No.:



NLY

102151873

Tab settings

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

1. Name of conveying party(ies):

BLAISE SOFTWARE, INC.

7.8.02

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: June 7, 1999

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

Name: ChannelPoint, Inc.

Internal Address: Suite 210

Street Address: 10155 Westmoor Drive

City: Westminster State: CO ZIP: 80021

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

HealthSearch - 2,183,255

Additional numbers  Yes  No

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

Name: Jan N. Steiert

Internal Address: Holme Roberts & Owen LLP  
Suite 4100

Street Address: 1700 Lincoln Street

City: Denver State: CO ZIP: 80203

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:

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FINANCE SECTION

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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.

ChannelPoint, Inc.  
Barry Levine

Barry Levine

5/8/02

Name of Person Signing

Signature

Date

Title: President & CEO

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002541 FRAME: 0512

**ASSET PURCHASE AGREEMENT**

between

**CHANNELPOINT, INC.**

and

**BLAISE SOFTWARE, INC.**

Dated

June 7, 1999

END  
LDOC  
21457

**ASSET PURCHASE AGREEMENT**

This **ASSET PURCHASE AGREEMENT** ("Agreement") is entered into as of this 7<sup>th</sup> day of June, 1999 (the "Effective Date") between **BLAISE SOFTWARE, INC.**, a New York corporation, having its principal place of business at 1461 Lakeland Avenue, Suite 14, Bohemia, New York 11716 ("Seller"), and **CHANNELPOINT, INC.**, a Delaware corporation, having its principal place of business at 5755 Mark Dabbling Boulevard, Colorado Springs, CO 80919 ("Buyer").

**RECITALS**

A.

B.

**TERMS**

**1. TRANSFER OF ASSETS, PAYMENT, AND RELATED MATTERS.**

**1.1 Transfer of Assets.** In consideration of the payments to Seller by Buyer pursuant to Section 1.4 below, and subject to the terms and conditions of this Agreement, Seller hereby assigns, conveys, transfers and sells to Buyer as of the closing provided for in Section 2 below (the "Closing"), all right, title and interest in and to all of the assets (other than the Retained Assets as defined below) of Seller relating to the Business as more particularly described in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Assets").

on,

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**1.8 Instruments of Conveyance, Transfer and Assumption.** Seller agrees to deliver or cause to be delivered to Buyer at the Closing full possession of all of the Assets together with (i) a bill of sale substantially in the form of Exhibit E hereto (the "Bill of Sale"); and (ii) such other instruments of conveyance and transfer as shall be effective to vest in Buyer all right, title and interest in and to the Assets. Buyer agrees to deliver to Seller at the Closing an assumption agreement with respect to the Assumed Liabilities substantially in the form of Exhibit F attached hereto (the "Assumption Agreement").

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1.9 **Further Assurances.** Seller and Buyer shall use their best efforts to obtain all consents (including, without limiting the generality of the foregoing, consents or approvals of any government or governmental agency) necessary to effect the sale, delivery, transfer and conveyance of the Assets contemplated by Section 1.1 and necessary to the assumption of liabilities by Buyer contemplated by Section 1.3. From time to time after the Closing, at Seller's expense, Seller agrees to execute and deliver such other instruments of conveyance and transfer and take such other action as Buyer reasonably may require more effectively to convey, transfer to and vest in Buyer, and to put Buyer in possession of, any property to be sold, conveyed, transferred and delivered hereunder.

2. **CLOSING.** Subject to the termination of this Agreement as provided in Section 9, the closing (the "Closing") of the transactions provided for in Section 1 above shall take place at the offices of Cooley Godward LLP in Boulder, Colorado by performance by the parties effective as of 5:00 p.m. on June 7, 1999 (the "Closing Date"), or such other place, time and date as the parties may agree.



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

**SELLER:**

**BLAISE SOFTWARE, INC.**

By: *[Signature]*

Title: President

**BUYER:**

**CHANNELPOINT, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SIGNATURE PAGE TO THE ASSET PURCHASE AGREEMENT .**

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

**SELLER:**

**BLAISE SOFTWARE, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

**CHANNELPOINT, INC.**

By: James B. Holman

Title: VP, Business Development

**SIGNATURE PAGE TO THE ASSET PURCHASE AGREEMENT**

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**EXHIBIT A  
ASSETS**

All personal property, tangible and intangible, including all related rights and intellectual property comprising or associated with the Business, including without limitation the following:

- A.
- B.
- C.
- D.

rights.

E. All of the Intellectual Property or other proprietary rights principally relating to the Business and all contract rights relating to such intellectual property or proprietary rights (the "Intellectual Property Rights"), more specifically described as follows:

1

2.

3. all rights, title and interests in any trademarks, service marks, trade names, or applications therefor, or any other marketing names used by Seller in connection with the Business, and the goodwill appurtenant thereto, including the trademarks, service marks, tradenames and other marketing names listed in Section 3.11 of the Disclosure Schedule;

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**Section 3.11****Patents, Trade Names and Trademarks**

- a) Seller uses the name "Blaise Software", "Blaise Information Technology", "Blaise IT" and "Blaise Software Inc.", none of which are registered trade names.
- b) There are no patents, patent applications, registered copyrights, trademarks or trademark application owned or licensed by seller other than:  
routine shrink-wrap licenses to Seller included with Seller's use of off-the-shelf computer software programs  
Seller uses the trade names and trademarks: "Doctors on Disk", "Docs on Disk", "HealthSearch", "ProAccess" and "Total Solutions".  
"HealthSearch" is a registered trademark of Seller.
- c) Seller licenses software programs of Seller to various of its customers, see Section 3.7 of Disclosure Schedules.