

10-30-2002



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

1. Name of conveying party(ies):  
Intelligent Technologies Corporation

10-2-02

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

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

3. Nature of conveyance  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: Effective April 3, 2002

2. Name and address of receiving party(ies)  
Name: ACS State Healthcare LLC  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 2828 N. Haskell

City: Dallas State: TX Zip: 75204

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Delaware limited liability company

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)  
75/756,390 75/756,391 75/756,392

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Carl C. Butzer, Esq.  
Internal Address: Jackson Walker L.L.P.  
\_\_\_\_\_  
Street Address: 901 Main Street, Suite 6000  
\_\_\_\_\_  
City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: ..... 3

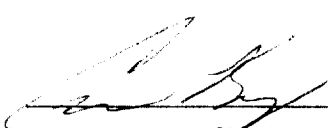
7. Total fee (37 CFR 3.41) ..... \$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account

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.*

Cami Dawson Boyd                                            October 1, 2002  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 3

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

10/29/2002 6TDN11 00000104 75756390  
3232580

01 FC:8521 40.00 00  
02 FC:8522 50.00 00

TRADEMARK  
REEL: 2607 FRAME: 0257

**ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS**

WHEREAS, Intelligent Technologies Corporation, a Texas corporation, ("Assignor"), has adopted, used, is using, and is the owner of the trademarks WebSPOTLIGHT<sup>®</sup>, MedSPOTLIGHT, FraudSPOTLIGHT, and HealthSPOTLIGHT (the "Marks"). The following Mark has been registered in the United States Patent and Trademark Office:

REGISTRATION NO.	ISSUE DATE	TRADEMARK
2,327,897	March 14, 2000	WebSPOTLIGHT

WHEREAS, Assignor has filed applications for the remaining Marks in the United States Patent and Trademark Office as follows:

MARK	SERIAL NUMBER	APPLICATION DATE
FraudSPOTLIGHT	75/756390	July 20, 1999
MedSPOTLIGHT	75/756391	July 20, 1999
WebSPOTLIGHT	75/756,392	July 20, 1999

WHEREAS, ACS State Healthcare LLC, ("Assignee"), a Delaware limited liability company, the purchaser of certain assets of that portion of the business of Assignor to which the Marks pertain, desires to acquire the entire right, title and interest in, to and under said Marks and the pending applications therefore.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said Marks, and all renewals or reissues thereof; and all applications for said Marks in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States registration under the Trademark Laws of the United States or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; together with the goodwill of the business symbolized by the Marks and said applications to register said Marks; all income, royalties, damages and payments now or hereafter due or payable in respect to the Marks; and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement and/or dilution of the Marks and the rights thereto that may have heretofore accrued in Assignor's favor.

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademarks, to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

IN TESTIMONY WHEREOF, Assignor hereunto sets its hand and seal this 3rd day of April, 2002.

INTELLIGENT TECHNOLOGIES CORPORATION

By: *Liz Cunningham*  
Liz Cunningham,  
Secretary

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