

10-31-2002

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

102267654

original documents or copy thereof

1. Name of conveying party(ies):  
HealthNexis, LLC

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

- Individual(s) Citizenship: U.S.A.
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State:
- Other: Delaware limited liability company

Name: Global Healthcare Exchange, LLC

Internal Address:

Street Address: 10385 Westmoor Drive, Suite 100

City: Westminster State: Colorado Zip: 80021 Country: USA

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

- Individual(s) Citizenship: U.S.A.
- 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, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: November 19, 2001

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark registration No.(s)

HEALTHNEXIS S.N. 76/200391  
Design of Three Interlocking Orbits S.N. 76/261946

Additional numbers attached?  Yes  No

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

Name: Dusan Clark  
Internal Address: Sidley Austin Brown & Wood LLP  
Street Address: 717 North Harwood St., Suite 3400  
City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 18-1260

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.

Dusan Clark  
Name of Person Signing

Signature

July 11, 2002  
Date

Total number of pages comprising cover sheet 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

07/19/2002 DBYRNE 00000022 181260 76200391  
01 FC:481 40.00 CH  
02 FC:482 25.00 CH

Commissioner of Patents and Trademarks  
Box Assignment  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK  
REEL: 2607 FRAME: 0747

## TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT dated November 19, 2001 (this "Agreement"), by and between Global Healthcare Exchange, LLC, a Delaware limited liability company having a principal place of business at 10385 Westmoor Drive, Suite 100, Westminster, Colorado 80021 ("GHX"), and HealthNexis, LLC, a Delaware limited liability company having a principal place of business at 1600 Utica Avenue South, Suite 300, St. Louis Park, Minnesota 55416 ("HNX"). GHX and HNX are referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, GHX and HNX are parties to that certain Contribution Agreement dated November 19, 2001 (the "Contribution Agreement"); and

WHEREAS, pursuant to the Contribution Agreement, HNX has agreed to assign all of the United States registered trademarks and trademark applications owned by HNX (collectively, the "Marks"), including those set forth on Schedule A attached hereto to GHX;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GHX and HNX agree as follows:


1. Definitions. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Contribution Agreement.
2. Assignment of Marks. HNX hereby contributes, transfers, assigns, conveys and delivers to GHX all of HNX's right, title and interest in and to any and all of the Marks, together with the goodwill of its business symbolized by such Marks, the right to sue for past infringement thereof, the registrations and applications for registration therefor and all the benefit of such Marks.
3. Filing. GHX may record this Agreement in the United States Patent and Trademark Office or any other applicable governmental office or agency.
4. General Provisions.
  - 4.1 Contribution Agreement. This Agreement is being executed and delivered pursuant and subject to the Contribution Agreement. Nothing in this Agreement shall, or shall be deemed to, defeat, limit, alter, impair enhance or enlarge any right, obligation, claim or remedy created by the Contribution Agreement. In the event of any conflict between this Agreement and the Contribution Agreement, the Contribution Agreement shall control. Without limiting the foregoing, this Agreement is subject to the first and second sentences of Section 13.10 of the Contribution Agreement.
  - 4.2 Amendment. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both Parties.

- 4.3 Assignment. This Agreement shall be binding upon the successors and permitted assigns of HNX and shall inure to the benefit of the successors and permitted assigns of GHX.
- 4.4 Further Assurances. Each Party shall execute and deliver such other documents as may reasonably be requested by the other Party to effect the transfers of the Marks to GHX.
- 4.5 Construction. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable Requirements of Law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.
- 4.6 Applicable Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Delaware.
- 4.7 Counterparts/Facsimiles. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and such counterparts taken together shall constitute one and the same instrument. For the purposes hereof, a facsimile copy of this Agreement including the signature page hereto, shall be deemed an original.

*Remainder of page intentionally left blank*

IN WITNESS WHEREOF, GHX and HNX have caused this Agreement to be duly executed on and as of the date first written above.

**GLOBAL HEALTHCARE EXCHANGE, LLC**

By:   
Name: John F. Gaither, Jr.  
Title: Vice President, General Counsel  
and Secretary

**HEALTHNEXIS, LLC**

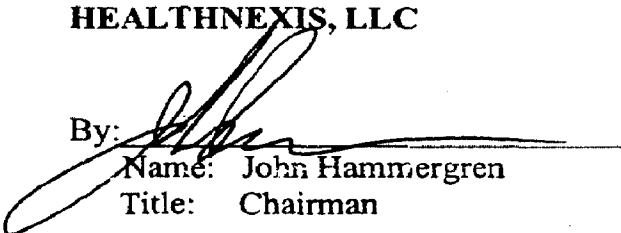
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, GHX and HNX have caused this Agreement to be duly executed on and as of the date first written above.

**GLOBAL HEALTHCARE EXCHANGE, LLC**

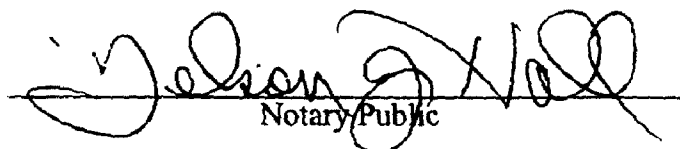
By: \_\_\_\_\_  
Name:  
Title:

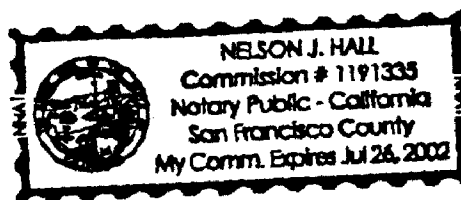
**HEALTHNEXIS, LLC**

By:   
Name: John Hammergren  
Title: Chairman

STATE OF )  
CALIFORNIA )  
COUNTY OF SAN )  
FRANCISCO )

On this 16th day of November, 2001, before me appeared John Hammergren, the person who signed this instrument on behalf of HealthNexis, LLC, who acknowledged that he/she signed it on behalf of the identified HealthNexis, LLC as Chairman of the identified HealthNexis, LLC and pursuant to authority duly received.

  
Notary Public



12886174.2

CHI 2285423v2

TRADEMARK  
REEL: 2607 FRAME: 0752

**SCHEDULE A**

1. Application for the Service Mark "HEALTHNEXIS"
  - a. Filed with the United States Patent and Trademark Office on January 23, 2001
  - b. Serial Number: 76/200391
  
2. Application for the Service Mark "Design of Three Interlocking Orbits."
  - a. Filed with the United States and Patent Trademark Office on May 23, 2001
  - b. Serial Number: 76/261946