

11-12-2002

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ie attached original documents or copy thereof.

1. Name of conveying party(ies):

Health Solutions, Ltd.

- Individual(s)
- General Partnership
- Corporation-State New York
- 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: November 1, 2002

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

National Medical Health Card Systems, Inc.
Name:

Internal Address:

Street Address: 26 Harbor Park Drive

City/Port Washington State: NY ZIP: 11050

- 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

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

A. Trademark Application No.(s)

78/044,423
78/126,881

B. Trademark registration No.

2,441,981
2,622,324

Additional numbers attached? Yes No

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ASSIGNMENTS DIV

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

Name: Kathryn Jennison Shultz

Internal Address: Jennison & Shultz, P.C.

Street Address: Crystal Plaza #1, Suite 1102

2001 Jefferson Davis Highway

City: Arlington State: VA ZIP: 22202

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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01 FC:8521 40.00 OP
02 FC:8522 75.00 OP

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.

Kathryn Jennison Shultz

Name of Person Signing

Kathryn Jennison Shultz
Signature

November 8, 2002

Date

Total number of pages comprising cover sheet: 2

2. Name and address of receiving party(ies)

Name: Integrail Acquisition Corp.

Address: 26 Harbor Park Drive
Port Washington, New York 11050

Corporation of the State of Delaware

ASSIGNMENT AGREEMENT

W/P
THIS ASSIGNMENT AGREEMENT (this "Agreement") is made, effective for all purposes, as of the ~~14~~ day of ~~October~~ 2002, by and between National Medical Health Card Systems, Inc., a corporation organized under the laws of Delaware ("NMHC"), Integrail Acquisition Corp., a corporation organized under the laws of Delaware and a wholly owned subsidiary of NMHC (collectively the "Assignee") and Health Solutions, Ltd., a corporation organized under the laws of New York (the "Assignor").

WITNESSETH:

CH/P/S
WHEREAS, Assignees and Assignor are parties to an Asset Purchaser Agreement dated as of ~~October~~ ~~14~~ 2002 (the "Purchase Agreement") whereby Assignees are purchasing all of the assets that are used in connection with the Business (as such term is defined in the Purchase Agreement) of Assignor;

WHEREAS, pursuant to the Purchase Agreement Assignor agrees to assign to Assignees certain of its Intellectual Property (as such term is defined in the Purchase Agreement) as set forth in Schedule 1;

WHEREAS, Assignor desires to assign and convey to Assignee certain Intellectual Property assets (the "Assets") as set forth in Schedule 1 hereto;

NOW THEREFORE, in consideration of the foregoing promises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

**ARTICLE I
ASSIGNMENT**

Assignor hereby assigns, transfers and conveys to Assignees all of Assignor's right, title and interest in and to the Assets described in Schedule 1. Assignor agrees, at the expense of the Assignor, to execute and deliver all further instruments and documents, and take all further action that may be necessary or desirable in order to perfect the assignment of the Assets described in Schedule 1.

**ARTICLE II
LIABILITIES**

Assignees hereby assume and agree to pay, discharge or perform, as appropriate, and to indemnify and hold Assignor and its assignees harmless from and against any and all liabilities, suits, claims, losses, damages and expenses, including costs and reasonable attorneys' fees and costs of investigation, relating to, or arising from, the Assets relating to or arising out of Assignees' use of the Assets after the date of this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.01. Representations and Warranties of Assignor. Assignor hereby acknowledges, represents and warrants to Assignees that:

(a) Assignor, to the best of its knowledge, owns all of the right, title and interest in and to the Assets free and clear of any and all liens and encumbrances.

(b) it has all necessary authority to execute, deliver and perform its obligations under this Agreement, and it has taken all necessary action to approve and adopt this Agreement and authorize its execution, delivery and performance;

(c) this Agreement has been duly executed and delivered on behalf of Assignor and this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms;

(d) the consent of any person or entity that is required to be obtained in order for Assignor to execute, deliver or perform its obligations under this Agreement has been obtained.

(e) to the best of Assignor's knowledge, all of the assets listed on Schedule 1 represent all of the Intellectual Property assets used in connection with the Business.

Section 3.02. Representations and Warranties of Assignees. Assignees hereby represent and warrant to Assignor that:

(a) it has all necessary authority to execute, deliver and perform its obligations under this Agreement, and it has taken all necessary action to approve and adopt this Agreement and authorize its execution, delivery and performance;

(b) this Agreement has been duly executed and delivered on behalf of each of the Assignees and this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms;

(c) Assignees have all requisite power, authority and capacity to acquire and hold the interests which comprise the Assets.

ARTICLE IV NOTICES

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when delivered personally or when sent by Federal Express or any other reputable overnight courier service to the recipient thereof addressed to the address as set forth below.

If to Assignor:

Health Solutions, Ltd.
23 British American Boulevard
Latham, New York 12110
Attention: Christopher DelVecchio

With a copy to:

Gary L. Lombardi, Esq.
Lombardi, Reinhard, Walsh & Harrison, P.C.
III Winners Circle
Albany, New York 12205

If to Assignees:

National Medical Health Card Systems, Inc.
26 Harbor Park Drive
Port Washington, New York 11050
Attention: Chief Financial Officer

With a copy to:

National Medical Health Card Systems, Inc.
26 Harbor Park Drive
Port Washington, New York 11050

Attention: Jonathan Friedman, Esq.

ARTICLE V AMENDMENT, WAIVER AND TERMINATION

Any provision of this Agreement may be amended or modified in whole or in part and performance under any provision of this Agreement may be waived in whole or in part, at any time, by an agreement or instrument in writing executed by the party who would be adversely affected by any such amendment, modification or waiver. The waiver by any party of a breach of any provision in this Agreement shall not operate or be construed as a waiver of any other or subsequent breach hereunder.

ARTICLE VI MISCELLANEOUS

Entire Agreement. This Agreement contains the entire agreement between each party hereto with respect to the transactions contemplated hereby, all prior negotiations and discussions by and among each party hereto pertaining to the subject matter hereof which are not reflected in this Agreement are merged into this Agreement and have no further force and effect.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to conflict of laws principles thereof.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon each party hereto and their respective successors and permitted assigns.

Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.


Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Severability. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction. Each party hereby agrees that as to any provision which is rendered unenforceable under the terms of this Section, they shall amend this Agreement so as to add a provision of similar import which is enforceable.


Further Assurances. Assignor agrees to use reasonable commercial efforts to execute and deliver such other instruments, documents and agreements as may be necessary or advisable to consummate the assignment of the Assets contemplated by this Agreement, provided however, that if Assignor incurs out-of-pocket expenses from engaging any outside law firm or representative in so doing, Assignees shall reimburse Assignor for the reasonable cost incurred by Assignor resulting from such engagement.

IN WITNESS WHEREOF, Assignor and each Assignee have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

NATIONAL MEDICAL HEALTH
CARD SYSTEMS, INC.

By: 
Name: JAMES J. BELL
Title: PRESIDENT/CEO

INTEGRAL ACQUISITION CORP.

By: 
Name: JAMES J. BELL
Title: PRESIDENT

HEALTH SOLUTIONS, LTD.

By: Ch DelVecchio
Name: CHRISTOPHER DELVECCHIO
Title: president

SCHEDULE 1

List of Intellectual Property Assets

Mark	Status	Date	Serial No.	Next Steps
Integrail Health Information Management	Notice of Allowance	8/27/2002	78/044423	Need to File a Statement of Use by February 2003
Integrail	Awarded Registration No. Posted on www.uspto.gov ; awaiting arrival of Certificate of Registration	9/17/2002	78/004429	Registration No. 2,622,324
Magellan Episode Finder	Certificate of Registration	5/7/2001		Registration No. 2,441,981
Integrail ForeRunner	Notice of Publication	10/25/2002	78/126881	If no opposition, will receive certificate of registration in a few months
I/O Analytics	Did Trademark Search	2/18/2002		File Intent to Use Application