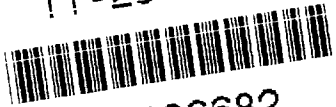


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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

CORE, INC.

11-21-02

- ☐ 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: 10/10/2002

2. Name and address of receiving party(ies)

Name: MCMC LLC

Internal

Address:

Street Address: 88 Black Falcon Avenue

City: Boston State: MA Zip: 02210

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☒ Limited Partnership Delaware

☐ Corporation-State

☐ 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)

76/279312; 76/363,747

B. Trademark Registration No(s)

1792878; 1693806;

1767630; 2444378

Additional number(s) attached ☐ Yes ☒ No

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

Name: Carol R. Kirchick, Esq.

Internal Address: Rich May, a Professional Corporation

Street Address: 176 Federal Street

6th Floor

City: Boston, State: MA Zip: 02110

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$165.00

☒ 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.

Carol R. Kirchick, Esq.

Name of Person Signing

Signature

Nov. 12, 2002

Date

Total number of pages including cover sheet, attachments, and document: 12

11/27/2002 LMJELLER 00000179 76279312

01 FC:8521
02 FC:8522

40.00 OP
125.00 OP

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

TRADEMARK
REEL: 002624 FRAME: 0609

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of this 10th day of October, 2002, between CORE, INC., a Massachusetts corporation ("Seller"), The Medical Care Management Corporation ("MCMC") and MCMC LLC, a Delaware limited liability company ("Purchaser").

WHEREAS, Seller provides independent physician and allied health review services through its Peer Review Analysis division (the "Division");

WHEREAS, Purchaser desires to purchase substantially all of the assets and business operations of the Division (the "Business") on and subject to the terms contained in this Agreement; and

WHEREAS, subject only to the limitations and exclusions contained in this Agreement and on the terms and conditions hereinafter set forth, Seller desires to sell and Purchaser desires to purchase the Business, and substantially all of the assets of Seller used therein;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Certain Definitions. The following capitalized terms shall have the respective meanings set forth below:

"Accounting Arbitrator" has the meaning set forth in Section 4.2(d).

"Accounts Payable" means those trade accounts payable shown on line 22099000 of the general ledger of the Business, prepared in accordance with GAAP consistent with past practices.

"Accounts Receivable" means those accounts receivable shown on line 14424000 of the general ledger of the Business, prepared in accordance with GAAP consistent with past practices.

"Accounts Receivable Other" means those accounts shown on line 14436000 of the general ledger of the Business, prepared in accordance with GAAP consistent with past practices.

"Account Receivable Reserve" means \$542,200.

“Threshold Amount” has the meaning set forth in Section 11.7(a).

“Total Net Accounts Receivable” has the meaning set forth in Section 4.2(a).

“Total Net Payables” has the meaning set forth in Section 4.2(a).

“Transaction Documents” means collectively the Promissory Note, the Bill of Sale, the IP Assignment, the Assignment Agreement, the Noncompetition and Confidentiality Agreement, the TSA and all other agreements, documents, instruments and certificates executed and delivered at the Closing in connection with the transactions contemplated by this Agreement.

“Transfer Taxes” has the meaning set forth in Section 4.3.

“Transferred Contracts” has the meaning set forth in Section 2.1(g).

“Transferred Employee” has the meaning set forth in Section 7.6(a).

“TSA” has the meaning set forth in Section 4.6(a)(iv).

“WARN Act” means the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §2101 *et seq.*

“Working Capital Excess Amount” has the meaning set forth in Section 4.2(b).

“Working Capital Deficiency Amount” has the meaning set forth in Section 4.2(b).

1.2 Singular and Plural. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular.

ARTICLE 2 PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets. At the Closing, on and subject to the terms and conditions of this Agreement, Seller shall sell, assign, transfer, convey, and deliver to Purchaser, and Purchaser shall purchase, acquire, and accept from Seller, all of the right, title, and interest of Seller in and to the following assets of the Business, free and clear of all Liens other than Permitted Liens (collectively, the “Acquired Assets”):

(a) The Accounts Receivable;

(b) All furniture, fixtures, and leasehold improvements, wherever located, used exclusively in the Business, and any and all assignable warranties covering such furniture, fixtures, and leasehold improvements (“Furniture and Fixtures”), including those identified on **Schedule 2.1(b)**;

(c) All machinery, equipment, tools, computers, terminals, computer equipment, office equipment, business machines, telephones and telephone systems, parts, accessories, supplies, spare parts, and the like, wherever located, used exclusively in the Business, including

those identified on **Schedule 2.1(c)**, and any and all assignable warranties of third parties with respect thereto, together with all rights of Seller against the manufacturers or suppliers of such items with respect to such items (the “Equipment”);

(d) All prepaid expenses, security deposits, utility deposits and refunds, relating exclusively to the Business or to any of the other Acquired Assets, except for those identified on **Schedule 2.1(d)** (the “Prepaid Items”);

(e) [Intentionally Omitted];

(f) All rights of Seller in, to, and under all personal property leases and subleases (including, any assignment of personal property leases or subleases) that are used exclusively in the Business, including those identified on **Schedule 2.1(f)** (the “Personal Property Leases”);

(g) All rights of Seller in, to and under the Contracts identified on **Schedule 2.1(g)**, as updated at the Closing to reflect Contracts entered into between the date hereof and the Closing Date as permitted by Section 7.3 (the “Transferred Contracts”);

(h) All rights of Seller in, to and under the Owned Intellectual Property, together with all goodwill associated therewith, and the right to sue for past, present and future infringement thereof, including the items identified on **Schedule 2.1(h)**;

(i) All rights of Seller in, to and under all Contracts as amended, pursuant to which Seller obtains any rights in or to any Licensed Intellectual Property (the “Intellectual Property License Agreements”);

(j) All existing data, books, records (except those records in Seller’s corporate offices or at off-site storage facilities which are duplicates of the books and records of the Business), correspondence, records of sales, customer and vendor lists, files, papers, manuals, printed instructions and, to the extent permitted by Law, copies of historical personnel and medical records of each of the Transferred Employees, in each case relating exclusively to the Business or to the Acquired Assets, that are in the possession or control of Seller (the “Books and Records”);

(k) To the extent assignable under Law, all licenses, franchises, permits, certificates, consents, and other governmental, quasi-governmental and/or third party authorizations relating exclusively to the Business (the “Permits”), including those identified on **Schedule 2.1(k)**;

(l) All of the Business as a going concern and all of Seller’s goodwill with respect to the Business and the Acquired Assets;

(m) All restrictive covenants and similar rights, and all Liens on the assets of others, to the extent inuring to the benefit of the Business; all telephone numbers, email addresses, URLs, website addresses, catalogues, brochures, art work, photographs and advertising and marketing materials owned by Seller and used exclusively in the Business; and all other property and rights of every kind or nature owned by Seller and used exclusively in the Business, other than the Excluded Assets; and

(n) all causes of action, rights of recovery, rights of set-off and rights of recoupment to the extent relating to the Business or any of the Acquired Assets identified in Section 2.1(a) through (m), inclusive.

2.2 Excluded Assets. Seller shall not sell and Purchaser shall not purchase or acquire any asset not identified in Section 2.1, including the following (collectively, the “Excluded Assets”):

- (a) Any right, title, or interest of Seller in or to any right to use the name “CORE” and any name, expression, trade name, logo, trademark or service mark, whether or not registered, similar to or including such name, other than as provided in Section 7.9;
- (b) Except to the extent set forth in clauses (m) and (n) of Section 2.1, any assets, properties, or rights of Seller not used exclusively in the Business;
- (c) The assets of any employee benefit plan maintained by Seller or any of Seller’s Affiliates for the benefit of the Business Employees or to which Seller or any of Seller’s Affiliates has made any contribution;
- (d) The assets and properties used in the Business that are disposed of after the date of this Agreement to the extent expressly permitted by this Agreement;
- (e) Seller’s corporate franchise, stock record books, corporate record books containing minutes of meetings of directors and stockholders, Tax Returns and records, books of account and ledgers, and such other records having to do with Seller’s organization or stock capitalization other than the Books and Records;
- (f) Any rights that accrue or will accrue to Seller under this Agreement;
- (g) Any rights to any of Seller’s insurance policies, premiums, or proceeds from insurance coverages relating to the Business; and
- (h) Any rights to any of Seller’s claims for any federal, state, local, or foreign tax refunds.
- (i) All rights of Seller under or with respect to all real estate leases and subleases (including without limitation, any assignment of a real estate lease or sublease), as amended, including those listed on **Schedule 2.2(i)** (the “Real Property Leases”).

ARTICLE 3 ASSUMPTION OF LIABILITIES

3.1 Assumption. At the Closing, Purchaser shall assume responsibility for the performance and satisfaction when due of the following liabilities (collectively, the “Assumed Liabilities”):

- (a) The Accounts Payable identified on **Schedule 3.1(a)**, as such Schedule is updated at the Closing to reflect Accounts Payable paid by Seller before the Closing Date and Accounts Payable incurred by Seller in the normal and ordinary course of the Business as of and

5.11 Assigned Contracts.

(a) Each of the Personal Property Leases, the Intellectual Property License Agreements and the Transferred Contracts (collectively, the "Assigned Contracts") is in full force and effect and is valid, binding and enforceable by and against Seller and, to the Knowledge of Seller, against each of the other parties thereto, and when assigned to Purchaser in accordance with this Agreement, will be enforceable by Purchaser against the other respective party or parties thereto in accordance with its terms. There exists no breach or violation of or default under any of such Assigned Contracts by Seller or, to the Knowledge of Seller, any other party to such Assigned Contracts, or any event or condition which, with notice or the lapse of time or both, will create a breach or violation thereof or default thereunder by Seller or, to the Knowledge of Seller, any other party to such Assigned Contracts. Subject to the receipt of all consents and approvals described in Section 5.11 and Section 5.18, the execution, delivery and performance of this Agreement and the Transaction Documents will not, and no event has occurred which through the passage of time or the giving of notice, or both, would, result in or give rise to a right of termination, cancellation, withdrawal, modification or acceleration of any right of, or obligation to, Seller (or, to the Knowledge of Seller, after the Closing Date, Purchaser) or to a loss of any benefit to which Seller (or, to the Knowledge of Seller, after the Closing Date, Purchaser) is entitled or to the imposition against Seller (or, to the Knowledge of Seller, after the Closing Date, Purchaser) of additional payments or liabilities under any provision of any of the Assigned Contracts, or cause the creation of a Lien upon any of the Acquired Assets. Except as set forth on **Schedule 5.11(a)**, to the Knowledge of Seller, there are no disputes regarding the scope of, or performance under, any of the Assigned Contracts. Except as set forth on **Schedule 5.11(a)**, the consummation of the transactions provided for by this Agreement and the Transaction Documents will not create or constitute a default or event of default under any such Assigned Contract or require the consent of any other party to any such Assigned Contract in order to avoid a default or event of default.

(b) Except as set forth on **Schedule 5.11(b)**, since December 31, 2001, Seller has not made or suffered any amendment or termination of any Assigned Contract other than in the ordinary course of the conduct of the Business. No party to any Assigned Contract has (i) provided any written notice to Seller or any of its Affiliates of its intent to terminate or not renew any such Assigned Contract or (ii) to the Knowledge of Seller, threatened or verbally expressed its intent to terminate or not renew any such Assigned Contract.

5.12 Intellectual Property.

(a) **Schedule 5.12(a)** sets forth a true, complete and correct list of all Intellectual Property. **Schedule 5.12(a)** also sets forth whether each such item of Intellectual Property is Owned Intellectual Property or Licensed Intellectual Property and, in the case of Licensed Intellectual Property, other than "shrink wrap" software, identifies the applicable Intellectual Property License Agreement and, in the case of Owned Intellectual Property that is currently registered or the subject of an application for registration: the (i) applicable registration or application number; (ii) filing, registration, issue or application date; (iii) record owner; (iv) country; (v) title or description; and (vi) remaining life. True and complete copies of all Intellectual Property License Agreements and all Contracts, certificates of registration, registration applications and other material documents relating to the Owned Intellectual

Property (including all amendments thereto) have been provided to Purchaser. Seller has taken commercially reasonable measures to protect the proprietary nature of each item of Owned Intellectual Property considered confidential and to maintain in confidence all trade secrets and confidential information that it presently owns, possesses or uses. Seller has: (i) the right to use each item of the Owned Intellectual Property, free and clear of any royalty or other similar payment obligations, claims of infringement or misappropriation or alleged infringement or misappropriation or other Lien (other than any Permitted Lien) of any kind; (ii) the right to use the Licensed Intellectual Property free and clear of any Lien (other than any Permitted Lien), except for costs, charges, fees or other payments required under the terms of the Intellectual Property License Agreements; and (iii) the right to assign to Purchaser all right, title and interest in and to each item of Owned Intellectual Property. Seller has not received any written notice or claim challenging the validity or enforceability of any of the Owned Intellectual Property or Licensed Intellectual Property. No other Person has any right to use any of the Owned Intellectual Property, and to the Knowledge of Seller, no Person, is infringing or has misappropriated Seller's rights to the Owned Intellectual Property or Licensed Intellectual Property. Except as set forth on **Schedule 5.12(a)**, neither this Agreement nor the consummation of the transactions contemplated by this Agreement will result in Seller (or, to the Knowledge of Seller, after the Closing, Purchaser) granting to any Person (other than Purchaser) any right to or with respect to any Owned Intellectual Property or Licensed Intellectual Property.

(b) All necessary registration, maintenance, and renewal fees in connection with all Owned Intellectual Property that is currently registered have been paid and all necessary documents and certificates in connection with such Owned Intellectual Property have been filed with the relevant patent, copyright, trademark, or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Owned Intellectual Property. Except as set forth on **Schedule 5.12(b)**, there are no actions that must be taken within one hundred twenty (120) days after the Closing Date, including the payment of any registration, maintenance, or renewal fees or the filing of any responses to United States Patent and Trademark Office actions, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting, preserving, or renewing any such Owned Intellectual Property. Seller has not misrepresented, or failed to disclose, any material fact or circumstance in any application for any Owned Intellectual Property that is currently registered or the subject of any application for registration, which misrepresentation or failure to disclose would constitute fraud or a misrepresentation with respect to such application.

(c) Except for computer software commercially available through "shrink-wrap," "clickwrap" or similar widely-available commercial end-user licenses, the Owned Intellectual Property was written and created solely by either: (i) employees of Seller acting within the scope of their employment; or (ii) by third parties who have assigned all of their rights, title and interest in and to the applicable Owned Intellectual Property, including intellectual property and proprietary rights therein, to Seller pursuant to a written agreement.

5.13 Litigation. Except as set forth on **Schedule 5.13**, (a) there is no Litigation pending or, to the Knowledge of Seller, threatened (i) against or involving Seller with respect to the Business, the Business or any of the Acquired Assets or Assumed Liabilities or any other properties or rights of Seller relating to or affecting the Business, or (ii) seeking to enjoin or restrain any of the transactions contemplated by this Agreement or the Transaction Documents,

IN WITNESS WHEREOF, each party hereto has caused this Asset Purchase Agreement to be executed on its behalf by its duly authorized officer, all as of the day and year first above written.


PURCHASER:

MCMC LLC

By: _____
Name: Peter G. Goldschmidt
Title: Chief Executive Officer

SELLER:

CORE, INC.

By:  _____
Name: Victor Cohen
Title: Vice President

The undersigned executing this Agreement only for purposes of making the representations and warranties set forth in Article 6 hereof:

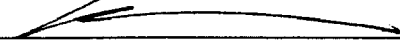
**MEDICAL CARE MANAGEMENT
CORPORATION**

By: _____
Name: Peter G. Goldschmidt
Title: Chief Executive Officer

IN WITNESS WHEREOF, each party hereto has caused this Asset Purchase Agreement to be executed on its behalf by its duly authorized officer, all as of the day and year first above written.

PURCHASER:

MCMC LLC

By: 
Name: Peter G. Goldschmidt
Title: Chief Executive Officer

SELLER:

CORE, INC.

By: _____
Name:
Title:

The undersigned executing this Agreement only for purposes of making the representations and warranties set forth in Article 6 hereof:

THE MEDICAL CARE MANAGEMENT CORPORATION

By: 
Name: Peter G. Goldschmidt
Title: Chief Executive Officer

Disclosure Schedules

to the

ASSET PURCHASE AGREEMENT

between

CORE, INC.

and

MCMC LLC

October 9, 2002

These disclosure schedules are issued in conjunction with and pursuant to the Asset Purchase Agreement (the "Agreement") of even date herewith made and entered into between CORE, INC., a Massachusetts corporation ("Seller" or "CORE"), and MCMC LLC, a Delaware limited liability company ("Purchaser").

General Terms of these disclosure schedules:

1. Capitalized terms used and not otherwise defined herein have the meaning given such terms in the Agreement.
2. The disclosure of an item herein does not constitute an indication that such items are material, that it was necessary to schedule such item, or that it would be appropriate or necessary to schedule a similar item.
3. The headings contained in these disclosure schedules are for reference only and do not affect in any way the meaning or interpretation of these disclosure schedules.

Exhibit 2 to Schedule 5.12(a)

Trademark Registration Info

PRAccess™

1. Serial number: 76/279312
2. Notice of Allowance, July 2, 2002; extension filed on July 30, 2002.
3. CORE, INC. is record owner. 18881 Von Karman Avenue, Suite 1750, Irvine, CA 92612
4. USA
5. Computer services, namely providing use of downloadable software to manage and coordinate independent medical reviews.

The Peer Reviewer™

1. No registration number at this time
2. Application date January 25, 2002; Patent and Trademark Office issued an office action on April 24, 2002, refusing the registration on the basis of a likelihood of confusion with other earlier filed applications or registrations. Response amending the description of goods and services was filed on July 30, 2002.
3. CORE, INC. is record owner
4. USA
5. Printed material, namely newsletter publication containing information about medial and allied health care peer reviews, in Int'l Class 16.

Consult the Physicians®

1. Registration number 1792878
2. Date of registration: September 14, 1993
3. CORE, INC. is record owner
4. USA
5. health care utilization management and review services
6. Expiration: September 13, 2003

Exhibit 2 to Schedule 5.12(a)

Peer Review Analysis®

1. Registration number 1693806
2. Date of registration: June 9, 1992
3. CORE, INC. is record owner
4. USA
5. health care utilization management and review services
6. Expiration: June 9, 2012

Note that this registration only refers to the services, not to the name of the division or company. CORE, INC. also filed a doing business certificate with the Boston City Clerk indicating that the Company does business under the name "Peer Review Analysis" in Boston. The certificate expires January 30, 2005.

PRA®

1. Registration number 1767630
2. Registration date: April 27, 1993
3. CORE, INC. is record owner
4. USA
5. health care utilization management and review services
6. Expiration date: April 27, 2003. Renewal application was filed on June 28, 2002

Note that this registration only refers to the services, not to the name of the division or company.

Let the Experts Take a Look®

1. Registration number: 2,444,378
2. Registration date: April 17, 2001
3. CORE, INC. is record owner
4. USA
5. health care utilization management and review services
6. Expiration date: April 17, 2011

Note for all above: Registrations are good for 10 years, but an affidavit of proof of continued use must be submitted between the 5th and 6th anniversary dates.