

05-13-2003

11-18-02

Form PTO-
(Rev. 10/02)
OMB No. 0



FORM COVER SHEET
MARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings 102440454

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

1. Name of conveying party(ies):
NDCHealth Corporation

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

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

2. Name and address of receiving party(ies)
 Name: **NDCHealth Intellectual Property Corp**
 Address: **First Floor of TK House, Bayside Executive Park, Ste 118, West Bay St. & Blake Rd, P.O. Box AP 59213**
 Street Address: _____
 City: **Nassau** State: **The Bahamas**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **7/30/2002**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) **75/426,079**
NDC Health Information Services
 Additional number(s) attached Yes No

B. Trademark Registration No.(s) **2,355,860**

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **David E. Oles**
 Internal Address: **email - david.oles@ndchealth.com**
 Street Address: **NDC Plaza**
 City: **Atlanta** State: **GA** Zip: **30329**

6. Total number of applications and registrations involved: **22**

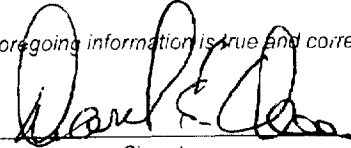
7. Total fee (37 CFR 3.41) \$ **565⁰⁰**
 Enclosed
 Authorized to be charged to deposit account

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.

David E. Oles Esq.  **11/14/02**
 Name of Person Signing Signature Date

12/06/2002 DBYRME 00000003 75426079
 40.00 DP
 525.00 DP

Total number of pages including cover sheet, attachments, and document: _____
 Documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

ADDITIONAL TRADEMARKS TO BE ASSIGNED

TRADEMARK	SERIAL NUMBER	REGISTRATION NUMBER
CONCEPT	75/185,819	2,136,862
DIRECTLINK	74/570,140	1,994,048
NDC	74/546,676	1,904,601
PREMIS	74/324,030	1,809,973
HEALTHPAY	74/302,679	1,818,764
PRODUR	74/216,956	1,738,598
EASY-CLAIM	74/017,490	2,566,357
NATIONAL DATA CORPORATION	73/236,725	1,190,202
LYTEC	74/196,353	1,739,547
NDC	72/307,278	888,836
TRANSACT REPRICER	75/292,689	2,265,439
ADHERE	75/168,615	2,091,271
CIS TECHNOLOGIES, INC.	73/798,702	1,607,646
NDC HEALTH	76/186,183	PENDING REGISTRATION
NDC PHARMACY MARKET ANALYZER	76/198,622	2,567,103
NDC PRESCRIPTION PRICE ANALYZER	76/198,621	2,567,102
NDC PRESCRIPTION SALES ANALYZER	76/198,620	2,567,101
FINAL DRAFT	74/309,038	1,762,629
PRACTISOFT	74/324,030	1,809,973
HEALTHTRANS	76/376,184	PENDING REGISTRATION
NDCRX SAFETY ADVISOR	76/411,678	PENDING REGISTRATION

Created in Microsoft Word
 File Name: J:\rr\readdata\projects\ptas\barcodes\PTAS Document Separator.doc

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is dated and effective as of 12:01 a.m. Eastern Time on July 30, 2002 ("Effective Date"), by and between **NDCHealth Corporation**, a Delaware corporation having its principal office and place of business at One NDC Plaza, Atlanta, Georgia 30329 ("Assignor"), and **NDCHealth Intellectual Property Corp.**, a Delaware corporation having its principal office and place of business at First Floor of TK House, Bayside Executive Park, Suite 118, West Bay Street & Blake Road, P.O. Box AP 59213, Nassau, The Bahamas ("Assignee").

WHEREAS, Assignor is the owner of certain Intellectual Property (as defined below) which it desires to assign to Assignee;

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Intellectual Property;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor and Assignee agree that, for purposes of this Assignment, Intellectual Property of Assignor shall mean: all inventions, improvements, patents (including but not limited to all reissues, continuations, continuations-in-part, revisions, extensions, divisionals and reexaminations thereof), works of authorship, copyrights, software, databases, trademarks, service marks, logos, designs, slogans, trade names, domain names, trade secrets and other proprietary rights including but not limited to those more particularly identified in Schedule A attached hereto, and all goodwill symbolized by any of the foregoing, that are used in connection with the delivery of health information products and services.
2. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Intellectual Property of Assignor, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.
3. The parties acknowledge this assignment and transfer constitutes a contribution to the equity of Assignee in the form of surplus intended to qualify as a transfer to a corporation controlled by Assignor under Section 351 of the Internal Revenue Code. Assignor further agrees to execute all documents necessary to perfect such rights, title, and interest in Assignee, its successors, assigns, and legal representatives.
4. This Assignment has been made and entered into in the Commonwealth of the Bahamas and shall be governed by and construed in accordance with the laws of the State of Delaware.

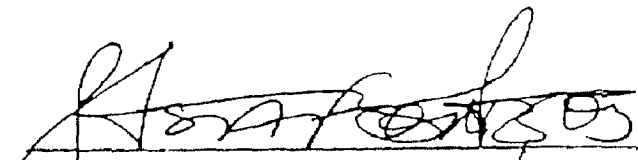
[Signatures on Following Page]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be executed, all as of the day and year first above written.

NDCHealth Corporation

By: 
Name: Randolph L.M. Hutto
Title: Vice President


On this 29th day of July, 2002, before me, a Notary Public in and for the Commonwealth of the Bahamas, personally appeared Randolph L.M. Hutto, known by me to be the person above named and an officer of NDCHealth Corporation, duly authorized to execute this Assignment of Intellectual Property on behalf of NDCHealth Corporation, who signed and executed the foregoing instrument on behalf of NDCHealth Corporation.


Notary Public
My Commission Expires: 31/12/02

SHAWN A. FORBES
ATTORNEY-AT-LAW
NOTARY PUBLIC
P. O. BOX SS-5821
NASSAU, BAHAMAS

ACKNOWLEDGED AND ACCEPTED:

NDCHealth Intellectual Property Corp.

By: 
Name: Charlotte Hulland
Title: Secretary