

04-01-2003

4-1-03

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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102405760

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):

Medicalogic/Medscape, Inc.

4-1-03

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

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

2. Name and address of receiving party(ies)

Name: GE Medical Systems Information Internal Technologies, Inc.

Address: \_\_\_\_\_

Street Address: 8200 West Tower Ave.

City: Milwaukee State: WI Zip: 53223

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Wisconsin
- 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
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

Execution Date: January 24, 2002

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

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See Attached

1647003

Additional number(s) attached  Yes  No

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

Name: Catherine Mennenga

Internal Address: W32C

Street Address: 3135 Easton Turnpike

City: Fairfield State: CT Zip: 06828

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41)..... \$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

070875

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

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.

Catherine Mennenga  
Name of Person Signing

Catherine Mennenga  
Signature

March 31, 2003  
Date

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

17

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

TRADEMARK  
REEL: 002702 FRAME: 0659

04/01/2003 DRYRME 00000177 070875 1847003  
01 FC:8521  
02 FC:8522

**ADDITIONAL CONVEYING PARTIES:**

MedicaLogic Enterprises, Inc. – Delaware Corporation

MSCP Holding, Inc. – Delaware Corporation

MedicaLogic of Texas, Inc. – Delaware Corporation

MedicaLogic Pennsylvania LLC – Delaware Limited Liability Corporation

**Applications**

76/206,517

**Registrations**

1,887,003

1,961,747

2,126,342

2,163,877

2,272,592

2,305,273

2,388,096

2,425,407

2,594,702

**ASSET PURCHASE AGREEMENT**

**Dated as of January 24, 2002**

**Among**

**MEDICALOGIC/MEDSCAPE, INC.,**

**certain of its Affiliates named herein**

**and**

**GE MEDICAL SYSTEMS INFORMATION TECHNOLOGIES, INC.**

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## **SCHEDULES**

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- EXHIBIT C - BIDDING PROCEDURES**
- EXHIBIT D - ESCROW AGREEMENT**
- EXHIBIT E - INSTRUMENT OF ASSIGNMENT**



## ASSET PURCHASE AGREEMENT

**ASSET PURCHASE AGREEMENT**, dated as of January 24, 2002 (this "Agreement"), among MedicalLogic/Medscape, Inc., an Oregon corporation ("Parent"), MedicalLogic Enterprises, Inc., a Delaware corporation ("MedicalLogic Enterprises"), MSCP Holding, Inc., a Delaware corporation ("MSCP Holding"), MedicalLogic of Texas, Inc., a Delaware corporation ("MedicalLogic Texas"), and MedicalLogic Pennsylvania, LLC, a Delaware limited liability company ("MedicalLogic Pennsylvania" and, together with Parent, MedicalLogic Enterprises, MSCP Holding and MedicalLogic Texas, "Seller"), and GE Medical Systems Information Technologies, Inc., a Wisconsin corporation ("Buyer").

**WHEREAS**, Seller is engaged in the business of developing, selling and servicing digital health record systems to healthcare professionals (the "Business");

**WHEREAS**, Parent and certain of its Affiliates intend to file voluntary petitions for relief with the Bankruptcy Court under Chapter 11 of the Bankruptcy Code (the "Filing");

**WHEREAS**, Seller desires to sell or cause to be sold to Buyer, and Buyer desires to purchase, subject to the approval of the Bankruptcy Court pursuant to Section 363 of the Bankruptcy Code, substantially all of the assets of the Business, together with Buyer assuming certain liabilities related thereto, all on the terms and subject to the conditions set forth herein; and

**WHEREAS**, concurrently with the execution of this Agreement, certain of the holders of the Series 1 Convertible Redeemable Preferred Stock of Parent have entered into the Support Agreement attached hereto as Exhibit A pursuant to which such shareholders have agreed to support this Agreement and the transactions contemplated hereby, the Sale Procedures Order and the Bankruptcy Court Order and other related matters, all to the extent set forth therein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed between Seller and Buyer as follows:

### ARTICLE I

#### DEFINITIONS

1.1. **Definitions**. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms. Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement.

"**Action**" means any legal action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

"**Adjustment Report**" has the meaning specified in Section 3.2(b).

any Federal Health Care Program; or (iv) have been convicted (as defined in 42 C.F.R. § 1001.2) of any of the categories of offenses described in Sections 1128(a) or 1128(b)(1), (b)(2), or (b)(3) of the SSA.

**5.8. Leased Real Property.** Schedule 2.1(g) sets forth all leases of real property used in connection with the Business (the "Leased Real Property"), and no other real property is used in connection with the Business. None of such Leased Real Property is subject to any pending suit for condemnation or other taking by any public authority, and to the knowledge of Seller, no such condemnation or other taking has been threatened.

**5.9. Personal Property.** (a) Section 5.9 of the Disclosure Schedule contains a list of each lease or other agreement or right, whether written or oral (including in each case, the expiration date thereof and a brief description of the property covered) under which Seller is lessee of, or holds or operates, any machinery, equipment, vehicle or other tangible personal property owned by a third Person and used, or held for use in, or otherwise relating to the Business.

(b) Section 5.9 of the Disclosure Schedule contains a list of all machinery, equipment, vehicles, furniture and other personal property owned by Seller having a fair market value or book value of \$10,000 or more and used in or relating to the Business.

**5.10. Intellectual Property.** (a) To the knowledge of Seller, Section 5.10 of the Disclosure Schedule contains a list of all registered Copyrights, United States and foreign patents, patent applications and provisional applications, Trademarks and Domain Names owned or used by Seller that are material to the conduct of the Business as it is currently being operated.

(b) To the knowledge of Seller, Section 5.10 of the Disclosure Schedule contains a list (showing in each case any owner, licensor or licensee) of all Software owned by, licensed to or used by Seller that are material to the conduct of the Business as it is currently being operated, provided that Section 5.10 of the Disclosure Schedule does not list Software licensed to Seller that is available in consumer retail stores or subject to "shrink-wrap" license agreements.

(c) To the knowledge of Seller, Section 5.10 of the Disclosure Schedule contains a list of all Contracts for the sale, license or assignment of (i) any registered Copyrights, United States and foreign patents, patent applications and provisional applications, Trademarks or Domain Names listed in Section 5.10 of the Disclosure Schedule, (ii) any Trade Secrets owned by, licensed to or used by Seller that are material to the conduct of the Business as it is currently being operated, excluding any reports, data and customer lists, or (iii) any Software listed in Section 5.10 of the Disclosure Schedule.

(d) Except as disclosed in Section 5.10 of the Disclosure Schedule or except where a failure to do so would not have a Material Adverse Effect, to the knowledge of Seller, Seller either: (i) owns the entire right, title and interest in and to the Intellectual Property and Software included in the Purchased Assets, free and clear of any Encumbrance; or (ii) has the right to use the same.

(e) Except as disclosed in Section 5.10 of the Disclosure Schedule, to the knowledge of Seller: (i) all Copyrights, Patents, Trademarks and Domain Names identified in Section 5.10 of the Disclosure Schedule as being owned by Seller are valid and in force, and all pending applications for any Copyrights, Patents, Trademarks and Domain Names so identified are in good standing; (ii) the Intellectual Property identified in Section 5.10 of the Disclosure Schedule as being owned by Seller is valid and enforceable; and (iii) Seller has the right to bring actions for infringement or unauthorized use of the Intellectual Property and Software identified in Section 5.10 of the Disclosure Schedule as being owned by Seller and included in the Purchased Assets, and to the knowledge of Seller, there is no basis for any such action. Correct and complete copies of: (x) registrations for all registered Copyrights, Patents, Trademarks and Domain Names identified in Section 5.10 of the Disclosure Schedule as being owned by Seller; and (y) all pending applications to register unregistered Copyrights, Patents or Trademarks identified in Section 5.10 of the Disclosure Schedule as being owned by Seller (together with any subsequent filings relating to the pending applications) have heretofore been made available to Buyer by Seller.

(f) Except as set forth in Section 5.10 of the Disclosure Schedule, to the knowledge of Seller, no infringement of any Intellectual Property right of any other Person has occurred or results in any way from the operations of the Business, no claim of any infringement of any Intellectual Property right of any other Person has been made or asserted with respect of the operations of the Business and Seller has not had notice of, or knowledge of any basis for, a claim against Seller that the operations, activities, products, software, equipment, machinery or processes of the Business infringe any Intellectual Property right of any other Person.

(g) Except as disclosed in Section 5.10 of the Disclosure Schedule, to the knowledge of Seller: (i) the Software included in the Purchased Assets is not subject to any transfer or assignment limitations; (ii) Seller has maintained and protected the Software included in the Purchased Assets that it owns (the "Owned Software") (including all source code and system specifications) with appropriate proprietary notices (including the notice of copyright in accordance with the requirements of 17 U.S.C. § 401), confidentiality and non-disclosure agreements and such other measures as are reasonably necessary to protect the proprietary, trade secret or confidential information contained therein except where failure to so protect would not have a Material Adverse Effect; (iii) the Owned Software has been registered or is eligible for protection and registration under applicable copyright law and has not been forfeited to the public domain, except where such forfeiture would not have a Material Adverse Effect; (iv) Seller has copies of all releases or separate versions of the Owned Software so that the same may be subject to registration in the United States Copyright Office; (v) Seller has complete and exclusive right, title and interest in and to the Owned Software; (vi) any Owned Software includes any or all of the following: the source code, system documentation, statements of principles of operation and schematics, as well as any pertinent commentary, explanation, program (including compilers), workbenches, tools, and higher level (or "proprietary") language used for the development, maintenance, implementation and use thereof, so that a trained computer programmer could develop, maintain, support, compile and use all releases or separate versions of the same that are currently subject to maintenance obligations by Seller; and (vii)

there are no agreements or arrangements in effect with respect to the marketing, distribution, licensing or promotion of the Owned Software by any other Person.

(h) Except as disclosed in Section 5.10 of the Disclosure Schedule, to the knowledge of Seller, all employees, agents, consultants or contractors who have contributed to or participated in the creation or development of any material protected by Copyrights, Patents or Trade Secrets that are material to the conduct of the Business as it is currently being operated by Seller either: (i) is a party to a "work-for-hire" agreement under which Seller is deemed to be the original owner/author of all property rights therein; or (ii) has executed an assignment or an agreement to assign in favor of Seller (or such predecessor in interest, as applicable) of all right, title and interest in such material.

**5.11. Accounts Receivable and Payables.** Subject to Section 2.3(b), all accounts receivable and payables reflected on the Reference Date Balance Sheet and, subject to Schedule 3.2 and Sections 2.3(b) and 2.5, the Closing Date Balance Sheet have arisen from bona fide transactions by Seller in the ordinary course of business. Section 5.11 of the Disclosure Schedule sets forth a true and correct list as of the Reference Date of each account receivable with respect to the Business, listing the payor and the amount outstanding. Subject to any modifications made pursuant to Section 2.3(b), Section 5.11 of the Disclosure Schedule sets forth true and correct lists as of the Reference Date of each Trade Payable with respect to the Business, listing the payee and the amount outstanding.

**5.12. Title to Property.** Seller has good and marketable title to all of the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances and Assumed Liabilities, except as set forth in Section 5.12 of the Disclosure Schedule. Upon delivery to Buyer on the Closing Date of the instruments of transfer contemplated by Section 4.4, Seller will thereby transfer to Buyer good and marketable title to the Purchased Assets, subject to no Encumbrances, except for Permitted Encumbrances and the Assumed Liabilities.

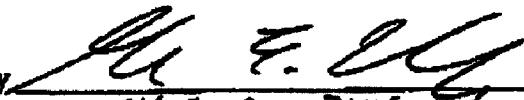
**5.13. Employees and Related Agreements.** (a) Section 5.13 of the Disclosure Schedule contains a true and full list of the names and salaries of all the current employees of Seller except the Retained Employees. Except as set forth in Section 5.13 of the Disclosure Schedule and except for any agreements entered into by Buyer and any such employee pursuant to Section 8.4, no such employee is entitled to compensation on termination of his or her employment by Seller, nor is any such employee entitled to special or additional compensation or other payment in connection with Buyer's acquisition of the Business (excluding the Excluded Assets and the Excluded Liabilities) and the Purchased Assets or the consummation of the transactions contemplated hereunder.

(b) Except as set forth in Section 5.13 of the Disclosure Schedule, Seller is not a party to or bound by any:

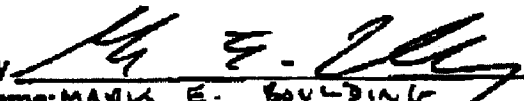
(i) employee collective bargaining agreement, employment agreement, consulting, advisory or service agreement, deferred compensation agreement, independent contractor agreement, retention agreement, confidentiality agreement with any Employee or covenant not to compete (other than pursuant to Section 8.1);

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

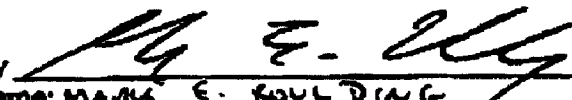
**MEDICALOGIC/MEDSCAPE, INC.**

By   
Name: MARK E. BOULDING  
Title: GENERAL COUNSEL, E.V.P. + SECRETARY

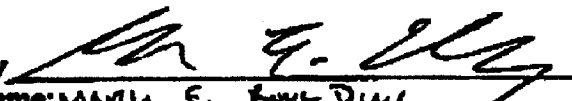
**MEDICALOGIC ENTERPRISES, INC.**

By   
Name: MARK E. BOULDING  
Title: GENERAL COUNSEL, E.V.P. + SECRETARY

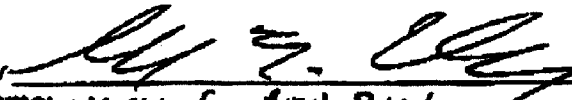
**MSCP HOLDING, INC.**

By   
Name: MARK E. BOULDING  
Title: GENERAL COUNSEL, E.V.P. + SECRETARY

**MEDICALOGIC OF TEXAS, INC.**

By   
Name: MARK E. BOULDING  
Title: GENERAL COUNSEL, E.V.P. + SECRETARY

**MEDICALOGIC PENNSYLVANIA, LLC**

By   
Name: MARK E. BOULDING  
Title: GENERAL COUNSEL, E.V.P. + SECRETARY

**GE MEDICAL SYSTEMS INFORMATION TECHNOLOGIES, INC.**

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**MEDICALOGIC/MEDSCAPE, INC.**

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

**MEDICALOGIC ENTERPRISES, INC.**

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

**MSCP HOLDING, INC.**

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

**MEDICALOGIC OF TEXAS, INC.**

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

**MEDICALOGIC PENNSYLVANIA, LLC**

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

**GE MEDICAL SYSTEMS INFORMATION  
TECHNOLOGIES, INC.**

By *Pamela S. Krop*  
Name: Pamela S. Krop  
Title: Vice President & General Counsel

**Schedule 2.1(i)**  
**Intellectual Property**

1. See Schedule 5.10.
2. Reference is also made to Schedule 2.1(k) hereof which includes a list of Contracts and other licensed and owned Software used in the Business.

Section 5.10  
Intellectual Property

subsection (a)

1. registered Copyrights

Registration No. TX-4-284-472, Logician  
Registration No. TX-5-057-344, MedicalLogic AboutMyHealth  
Registration No. TX-5-057-345, MedicalLogic formulary editor  
Registration No. TX-5-057-346, MedicalLogic Encounter form editor  
Registration No. TX-5-057-347, MedicalLogic Logician Internet  
Registration No. TX-5-057-348, MedicalLogic Logician Enterprise 5.1  
Registration No. TX-5-057-349, MedicalLogic KnowledgeBank encounter forms  
Registration No. TX-5-057-350, MedicalLogic KnowledgeBank encounter forms  
Registration No. TX-5-057-351, MedicalLogic KnowledgeBank encounter forms  
Registration No. TX-5-057-352, MedicalLogic KnowledgeBank encounter forms

2. United States and foreign patents, patent applications and provisional applications

FORMULARY EDITOR WITH REAL-TIME FORMULARY FEEDBACK WHEN PRESCRIBING MEDICATIONS AND COLOR CODING SCHEME (pending application) -- Provisional Serial Nos. 60/162,210 and 60/162,213.

EVALUATION AND MANAGEMENT ADVISING SYSTEM AND METHOD FOR SATISFYING HCFA GUIDELINES (pending application) -- Provisional Serial No. 60/162,198.

INPUT DEVICES FOR ENTERING DATA INTO AN ELECTRONIC MEDICAL RECORD (EMR) (pending application)-- Serial No. 60/162,160.

HTML-Based Clinical Content (provisional application) -- Provisional Serial No. 60/338,263.

3. Trademarks

| COUNTRY                           | REFERENCE# | FILED    | APPL#      | REGDT   | REG#      | STATUS     | CLASSES |
|-----------------------------------|------------|----------|------------|---------|-----------|------------|---------|
| <b>ABOUT MY HEALTH and Design</b> |            |          |            |         |           |            |         |
| UNITED STATES                     | 3H097US0   | 2/7/01   | 76/206,517 | PENDING | 42        |            |         |
| <b>ABOUTMYHEALTH</b>              |            |          |            |         |           |            |         |
| UNITED STATES                     | 3G892US0   | 2/9/99   | 75/638,098 | ALLOWED | 9,42      |            |         |
| <b>KNOWLEDGEBANK</b>              |            |          |            |         |           |            |         |
| UNITED STATES                     | 3G816US0   | 4/25/97  | 75/281,406 | 9/19/00 | 2,388,096 | REGISTERED | 9       |
| UNITED STATES                     | 3G816US1   | 12/22/97 | 75/409,160 | 1/4/00  | 2,305,273 | REGISTERED | 42      |
| <b>LINKLOGIC</b>                  |            |          |            |         |           |            |         |
| UNITED STATES                     | 3G817US0   | 8/19/96  | 75/152,668 | 8/24/99 | 2,272,592 | REGISTERED | 9       |



**LOGICIAN**

|                |          |         |            |         |           |            |   |
|----------------|----------|---------|------------|---------|-----------|------------|---|
| CANADA         | 4G818CA0 | 8/27/96 | 821705     | PENDING |           |            |   |
| EUROPEAN UNION | 4G818EU0 | 8/14/96 | 344416     | 8/14/96 | 344416    | REGISTERED | 9 |
| SWITZERLAND    | 4G818CH0 | 8/14/96 | 5897/1996  | 5/26/97 | 441401    | REGISTERED | 9 |
| UNITED STATES  | 3G818US0 | 2/9/95  | 74/631,870 | 3/12/96 | 1,961,747 | REGISTERED | 9 |

**MEDICALOGIC**

|                |          |         |            |         |           |            |   |
|----------------|----------|---------|------------|---------|-----------|------------|---|
| CANADA         | 4G819CA0 | 8/27/96 | 821706     | PENDING |           |            |   |
| EUROPEAN UNION | 4G819EU0 | 8/14/96 | 344432     | 8/10/98 | 344432    | REGISTERED | 9 |
| SWITZERLAND    | 4G819CH0 | 8/14/96 | 5898/1996  | 5/26/97 | 441402    | REGISTERED | 9 |
| UNITED STATES  | 3G819US0 | 3/4/94  | 74/498,645 | 4/4/95  | 1,887,003 | REGISTERED | 9 |

**POCKETRX**

|               |          |        |            |         |   |  |  |
|---------------|----------|--------|------------|---------|---|--|--|
| UNITED STATES | 3H417US0 | 4/9/01 | 76/239,121 | PENDING | 9 |  |  |
|---------------|----------|--------|------------|---------|---|--|--|

**PRACTICE WITH KNOWLEDGE**

|               |          |        |            |        |           |            |   |
|---------------|----------|--------|------------|--------|-----------|------------|---|
| UNITED STATES | 3G820US0 | 5/5/97 | 75/286,857 | 6/9/98 | 2,163,877 | REGISTERED | 9 |
|---------------|----------|--------|------------|--------|-----------|------------|---|

**SCHEDULOGIC**

|               |          |         |            |         |           |            |   |
|---------------|----------|---------|------------|---------|-----------|------------|---|
| UNITED STATES | 3G800US0 | 8/19/96 | 75/152,667 | 1/30/01 | 2,425,407 | REGISTERED | 9 |
|---------------|----------|---------|------------|---------|-----------|------------|---|

**SIMPL**

|               |          |         |            |          |           |            |   |
|---------------|----------|---------|------------|----------|-----------|------------|---|
| UNITED STATES | 3G821US0 | 8/19/96 | 75/152,629 | 12/30/97 | 2,126,342 | REGISTERED | 9 |
|---------------|----------|---------|------------|----------|-----------|------------|---|

**MEDICALOGIC MOBILE****MEDICALOGIC ENCOUNTER****BLUE M MEATBALL**4. Domain Names

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