

04-10-2003



Tab settings ⇌ ⇌ ⇌ ▼

102415771

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

1. Name of conveying party(ies): 3-27-03
Phyve Corporation

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

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

2. Name and address of receiving party(ies):
Name: HPA Acquisition Corporation
Internal Address: _____
Street Address: 111 West Ocean Boulevard, Suite 1000
City: Long Beach State: CA Zip: 90802

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

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

Execution Date: February 20, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/096,659 76/320,589

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,029,258 2,640,289

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Ms. Patricia A. Conner
Internal Address: Latham & Watkins LLP
Street Address: 650 Town Center Drive, Suite 2000
City: Costa Mesa State: CA Zip: 92626

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
500524
(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.

Patricia A. Conner Patricia A. Conner March 26, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

(4/09/2)03 TDI A21 00000138 76096659

(1 FC:0321 40.00 OP
(2 FC:0322 75.00 OP

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

00585399.2

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Assignment**”) is made and entered into by Phyve Corporation, a Delaware corporation (“**Seller**”), as assignor, in favor of HPA Acquisition Corporation, a Delaware corporation (“**Purchaser**”), as assignee, with reference to the following facts and circumstances:

WHEREAS, Seller is engaged in the business of developing information security and connectivity solutions that enable healthcare organizations to safely exchange private and confidential electronic information (the “**Business**”);

WHEREAS, Purchaser is a wholly-owned subsidiary of First Consulting Group, Inc., a Delaware corporation (“**FCG**”);

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase Agreement, dated as of February __, 2003, by and between Seller and Purchaser (the “**Agreement**”), pursuant to which Seller has agreed to sell all of the Assets of the Business to Purchaser; and

WHEREAS, pursuant to the terms of the Agreement, Seller agreed to enter into this Assignment.

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

1. Definitions.

A. Security Products and Related Technology. “**Security Products and Related Technology**” means any and all of Seller’s security and connectivity products, related technology, in-process research and development, and all Intellectual Property (as defined below) associated with the foregoing of every nature whatsoever used or useful in the Business, including without limitation, all of Seller’s right, title and interest in and to: (i) all software (including Seller’s rights, if any, to object code, source code and documentation thereof or therefor), databases, compilations and computer programs used by Seller in connection with its Business (“**Software**”); (ii) all patents, trademarks, service marks, trade names, (including, without limitation, the names “Phyve,” “Phyconnect,” “Phycomm,” “Phyreline,” and “Phyguard”), trade dress, logos, domain names, common law rights and copyrights (whether registered or unregistered), and all registrations and applications therefor; (iii) all inventories of Seller of every nature whatsoever related to the Business, including, without limitation, finished materials, work-in-process and raw materials, spare and replacement parts, packaging materials and miscellaneous supplies of Seller of every nature whatsoever and wherever located, including without limitation at warehouses, depositories, printers or any of Seller’s facilities; (iv) all licenses granted by or to Seller with respect to all Software and Intellectual Property owned by Seller or used in the Business, subject, in each case, to the terms of such license agreements, including without limitation, terms requiring consent to an assignment; (v) all goodwill appurtenant to the Business; and (vi) all rights or claims relating to or deriving from any of the foregoing.

B. Intellectual Property. “**Intellectual Property**” means all industrial and intellectual property rights of Seller, including Proprietary Technology, patents, patent applications, trademarks, trademark applications and registrations, service marks, service mark applications and registrations, copyrights, copyright registrations, tradename rights, domain name rights, common law rights, know-how, licenses, trade secrets, proprietary processes, formulae and customer lists.

C. Proprietary Technology. “**Proprietary Technology**” means all processes, formulae, inventions, trade secrets, know-how, development tools and other rights owned by Seller and pertaining to any product, software or service manufactured, marketed, licensed or sold by Seller in the conduct of the Business or used, employed or exploited in the development, license, sale, marketing, distribution or maintenance thereof, and all documentation and media constituting, describing or relating to the above, including manuals, memoranda, know-how, notebooks, software, records and disclosures.

2. Assignment of Security Products and Related Technology. Seller hereby sells, transfers and assigns to Purchaser all of its right, title and interest in, to and under all Security Products and Related Technology, including without limitation the Intellectual Property listed in Schedule 1 attached hereto (such assigned and assumed Security Products and Related Technology being the “**Acquired Intellectual Property**”). Seller hereby waives all rights with respect to such Acquired Intellectual Property, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, subsequent modifications, disposal or destruction. Seller hereby authorizes Purchaser, its affiliates and its successors and assigns to the fullest extent permitted by applicable law, to file in Purchaser’s name, but at Purchaser’s own cost and expense, applications for patents and for trademark, service mark and copyright registration in the United States and in foreign countries for such Acquired Intellectual Property, and to secure in Purchaser’s name the patents and registrations granted thereon.

3. Further Acts. Seller agrees to execute any additional documents, and take any further actions, in each case to the extent necessary or reasonable, requested by Purchaser or FCG to effect, perfect or evidence the assignment set forth in Section 2 above, at Purchaser’s cost and expense.

4. Sole Purpose. The only purpose of this Assignment is to effectuate the Agreement. No provision herein shall be deemed to modify or amend any provision in the Agreement. To the extent provisions of the Agreement are inconsistent with the provisions contained herewith, the Agreement shall supersede this Assignment and be the controlling document.

(Signature Page Follows)

IN WITNESS WHEREOF, Seller has executed and entered into this Assignment as of this 20th day of February, 2003.

SELLER:

PHYVE CORPORATION,
a Delaware corporation

By: _____
Name: Terry H. Hemming
Title: President/CEO

PURCHASER:

HPA ACQUISITION CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Seller has executed and entered into this Assignment as of this 20th day of February, 2003.

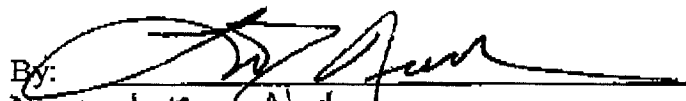
SELLER:

PHYVE CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

PURCHASER:

HPA ACQUISITION CORPORATION,
a Delaware corporation


By: 
Name: Luther Nussbaum
Title: CEO

SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT

Schedule 1

Acquired Intellectual Property—Registered Trademarks and Service Marks and
Pending Applications for Registration

**Federal Trademarks Held By
Phyve Corporation**

	Trademark	Application/ Registra. No.	Filing Date/ Issue Date	Class	Status
1	ENABLING HEALTH	2,029,258	January 7, 1997	42	Registered (Affidavit Under Section 8 due January 7, 2003)
2	MEDICAL DIGITAL ASSISTANT	1,941,558	December 12, 1995	9	Cancelled —Effective September 14, 2002 for failure to file an Affidavit Under Section 8
3	PHYCONNECT	76/320,589	October 3, 2001	9	Notice of Allowance Issued July 16, 2002. Statement of Use due by January 16, 2003 .
4	PHYGUARD	76/096,659	July 26, 2000	9, 42	Notice of Allowance Issued September 3, 2002. Statement of Use due by March 3, 2003 .
5		2,640,289	October 22, 2002	9, 35 and 42	Registered