

04-15-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings

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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 DataEdge LLC
[] Individual(s) [] Association
[] General Partnership [x] Limited Partnership
[] Corporation-State Delaware
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies)
Name: DEHC Corporation
Internal
Address:
Street Address: 1825 South Grant St., Ste. 310
City: San Mateo State: CA Zip: 94402
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[x] Corporation-State Delaware
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance:
[x] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: December 21, 2000

4. Application number(s) or registration number(s):
A. Trademark Application No. (s)
B. Trademark Registration No. (s)
2,067,543 1,771,793 2,121,310
Additional number(s) attached [] Yes [x] No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jordan A. LaVine
Internal Address: AKIN GUMP STRAUSS HAUER & FELD, LLP
Street Address: 2005 Market Street, 22nd Fl.
One Commerce Square
City: Phila. State: PA Zip: 19103

7. Total fee (37 CFR 3.41) ... \$90.00
[x] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number: please charge any deficiency in payment or credit any over payment to AC #50-1017
(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.
Jordan A. LaVine Name of Person Signing
Signature
Date 3/25/03
Total number of pages including cover sheet, attachments, and document 3

0- /14/2003 BT0N11 00000153 2067543

01 FC:8: 21 40.00 OF
02 FC:8: 22 50.00 OF

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

9028-AFF

TRADEMARK REEL: 002711 FRAME: 0863

LLC BILL OF SALE AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of this 21st day of December, 2000 between DataEdge LLC, a Delaware limited liability company ("DE LLC"), and DEHC Corporation, a Delaware corporation ("DEHC").

WHEREAS, IMS Health Incorporated, a Delaware corporation ("IMS"), and DEHC have entered into a Put Option Agreement (the "Put Option Agreement"), dated as of December 15, 2000, pursuant to which DEHC has granted IMS an option to require DEHC to purchase certain assets on the terms and conditions therein contained. Capitalized terms not otherwise defined in this Agreement shall have the meanings indicated in the Put Option Agreement; and

WHEREAS, the execution and delivery of this Agreement is required under the terms of the Put Option Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. **Assignment of Interests.** In accordance with all of the terms and conditions of the Put Option Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DE LLC hereby grants, sells, conveys, delivers, transfers and assigns to DEHC (and its successors and assigns), and DEHC hereby acquires from DE LLC, to have and to hold forever, all of DE LLC's right, title and interest, legal and equitable, in and to the Assets, other than the Excluded Assets. DE LLC will at any time, and from time to time, at the written request of DEHC, execute and deliver to DEHC all other instruments necessary to vest in DEHC full right, title and interest in and to any of the Assets, other than the Excluded Assets. DEHC hereby accepts the assignment described in this Section 1.

2. **Assumption of Obligations.** In partial consideration for the foregoing grant, sale, conveyance, delivery, transfer and assignment of the Assets (other than the Excluded Assets) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DEHC hereby assumes and agrees to pay, fully perform and discharge all of the covenants, promises, obligations and liabilities of, or imposed upon, DE LLC with respect to the Assumed Liabilities, other than the Excluded Liabilities, and otherwise agrees to take the place of DE LLC with respect to the Assumed Liabilities, other than the Excluded Liabilities. The assumption by DEHC of the Assumed Liabilities shall not be construed to defeat, impair or limit in any way any rights and remedies of DEHC to contest or dispute the validity or amount thereof with respect to any claim involving a third party. Notwithstanding anything to the contrary contained herein, DEHC shall not be obligated to assume, nor does it assume pursuant hereto, any of the Excluded Liabilities which remain the liabilities of and are retained by DE LLC.

3. Miscellaneous. This Agreement and the Put Option Agreement set forth and constitutes the full and entire understanding between the parties hereto with respect to the subject matter hereof. This Agreement shall inure to the benefit of, and be binding upon, the permitted successors, assigns, heirs, executors and administrators of the parties hereto. This Agreement may not be amended or assigned without the written consent of each party hereto. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware. In the event of any conflict between the terms of this Agreement and the Put Option Agreement, the Put Option Agreement shall control.

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

DATAEDGE, LLC

By: Harvey A. Ashman
Name: HARVEY A. ASHMAN
Title: ATTORNEY-IN-FACT

DEHC CORPORATION

By: Jim McCord
Name: JIM McCORD
Title: CEO