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11-14-02

Form PTO-1 (Rev. 10/02) OMB No. 01 Tab settings 102442832

**FORM COVER SHEET MARKS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office *Resubm*

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

1. Name of conveying party(ies): *5-2-03*  
**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 *N/A*  
 Additional name(s) & address(es) attached?  Yes  No

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

Execution Date: *2/30/2002*

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) *2,355,860*

Additional number(s) attached  Yes  No

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).....\$ *565.00* previously submitted  
 Enclosed *475.00 enclosed as of 5/1/03*  
 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.** *[Signature]* *11/14/02*  
 Name of Person Signing Signature Date

12/06/2002 DBYRNE 00000003 75426079 Total number of pages including cover sheet, attachments, and document:

01 FC:8521  
02 FC:8522

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

TRADEMARK  
REEL: 002727 FRAME: 0607

*S*  
*DD*

Schedule A

1. Trademarks:

Mark - United States	App. No.	Reg. No.
NDC HEALTH INFORMATION SERVICES	75/426,079	2,355,860
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	
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	
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	
NDCRX SAFETY ADVISOR	76/411,678	

Mark - Canada	App. No.	Reg. No.
NATIONAL DATA		323347
NATIONAL DATA COMPANY		323049
NATIONAL DATA CORPORATION OF CANADA, LTD.		324550
NDC		321671
NDC CANADA		318986

Mark - CTM	App. No.	Reg. No.
NDC HEALTH INFORMATION SERVICES		971192

**ADDITIONAL TRADEMARKS TO BE ASSIGNED**

<b>TRADEMARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>
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

## 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.

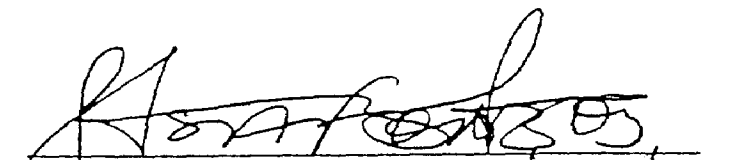
[Signatures on Following Page]

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

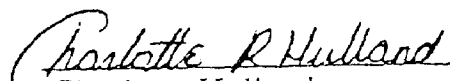
On this 29<sup>th</sup> day of July, 2002, before me, a Notary Public in and for the Commonwealth of the Bahamas, personally appeared Randolph L.M. Hutto, known by me to be the person above named and an officer of NDCHealth Corporation, duly authorized to execute this Assignment of Intellectual Property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