

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medaphis Healthcare Information Technology Company		12/31/1998	CORPORATION: GEORGIA

RECEIVING PARTY DATA	
Name:	Per-Se Transaction Services, Inc.
Street Address:	2700 Mt. Wilkinson Parkway
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2036740	HALLEY TRANSACTION

CORRESPONDENCE DATA	
Fax Number:	(919)286-8199
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919286-8122
Email:	PTO_TMConfirmation@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	2200 West Main Street
Address Line 2:	Suite 800
Address Line 4:	Durham, NORTH CAROLINA 27705

ATTORNEY DOCKET NUMBER:	017625-2465
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NAME OF SUBMITTER:	Steven D. Thomas
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Total Attachments: 3
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TRADEMARK

INSTRUMENT OF ASSIGNMENT AND ASSUMPTION

THIS INSTRUMENT OF ASSIGNMENT AND ASSUMPTION (this "Instrument") is made, executed and delivered effective as of 11:59 p.m. on December 31, 1998, by and among MEDAPHIS HEALTHCARE INFORMATION TECHNOLOGY COMPANY ("MHIT"), a Georgia corporation f/k/a Medaphis Systems Corporation which is a wholly-owned subsidiary of Medaphis Corporation, a Delaware corporation ("Medaphis"), MEDAPHIS PHYSICIAN SERVICES CORPORATION ("MPSC"), a Georgia corporation which also is a wholly-owned subsidiary of Medaphis, and PER-SÉ TRANSACTION SERVICES, INC. ("PTSI"), an Indiana corporation f/k/a National Healthcare Technologies, Inc., which is a wholly-owned subsidiary of Automation Atwork, a California corporation which also is a wholly-owned subsidiary of Medaphis.

By this Instrument, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Assignment of Halley Assets. MHIT and MPSC do hereby assign, transfer, convey and deliver to PTSI all right, title and interest, legal and equitable, of MHIT and MPSC in and to all of the assets, properties and rights relating to the electronic medical claims clearinghouse business operated under the names "Halley," "Halley Exchange" and/or "The Halley Exchange" (the "Halley Business"), which was acquired by MHIT as of December 20, 1995 through the merger of The Halley Exchange, Inc., an Illinois corporation, with and into MHIT, and which was subsequently operated by or within MPSC (such assets, properties and rights, collectively, the "Halley Assets").

2. Assignment and Assumption of Halley Obligations. MHIT and MPSC do hereby assign, transfer, convey and deliver to PTSI any and all liabilities and obligations of MHIT and/or MPSC in respect of the Halley Business (collectively, the "Halley Obligations"), and PTSI hereby assumes and agrees to perform and carry out all of the Halley Obligations; provided, however, that PTSI shall not pursuant to this Instrument assume or become liable or otherwise obligated for any liability or obligation whatsoever except for the Halley Obligations.

3. Miscellaneous Provisions.

3.1. Further Assurances. The parties agree to perform all such further acts and execute and deliver all such further agreements, instruments and other documents as shall be necessary to evidence more effectively the assignment, transfer, conveyance and delivery made hereunder by MHIT and MPSC and the assumption and agreement made hereunder by PTSI.

3.2. Successors In Interest. This Instrument and all the provisions hereof shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

3.3. Waiver or Modification. No waiver or modification of this Instrument or of any covenant, condition, or limitation herein contained shall be valid unless in writing and signed by each of the parties hereto. In addition, the failure by any party to exercise any right provided for herein shall not be deemed a waiver or modification of any right hereunder.

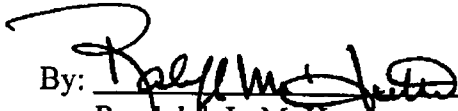
3.4. Severability. The agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid or unenforceable by any court of competent jurisdiction, this Instrument shall be interpreted as if such invalid agreements or covenants were not contained herein.

3.5. Choice of Law. It is the intention of the parties hereto that this Instrument and the performance hereunder be interpreted, construed and governed in accordance with, under and pursuant to the laws of the State of Georgia without regard to the jurisdiction in which any action or special proceeding may be instituted.

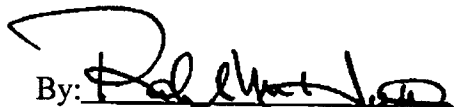
3.6. Captions. The captions have been inserted for convenience only and shall not be deemed to limit or otherwise affect any of the provisions of this Instrument.

IN WITNESS WHEREOF, each of the parties has caused this Instrument to be duly executed as of the date first above written.

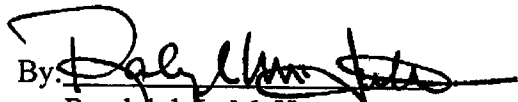
MEDAPHIS HEALTHCARE INFORMATION
TECHNOLOGY COMPANY

By: 
Randolph L. M. Hutto
Executive Vice President, General Counsel
and Secretary

MEDAPHIS PHYSICIAN
SERVICES CORPORATION

By: 
Randolph L. M. Hutto
Executive Vice President, General Counsel
and Secretary

PER-SÉ TRANSACTION SERVICES, INC.

By: 
Randolph L. M. Hutto
Executive Vice President, General Counsel
and Secretary

**Medaphis Healthcare Information Technology Company
(Georgia Corporation)**

U.S. Trademark

Registered Mark

Mark	Registration No.	Registration Date
HALLEY TRANSACTION	2036740	2/11/97