

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	Stock Purchase Agreement of All Assets
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Selectcare, Inc.		08/01/2000	CORPORATION: MICHIGAN

RECEIVING PARTY DATA	
Name:	Health Alliance Plan of Michigan
Street Address:	2850 W. Grand Blvd.
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48202
Entity Type:	Non-profit Corporation: MICHIGAN

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	75747007	NET
Registration Number:	2242628	WE'RE CHANGING HEALTH CARE. FOR GOOD.
Registration Number:	1813203	

CORRESPONDENCE DATA	
Fax Number:	(248)641-0270
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2486411600
Email:	coakley@hdp.com
Correspondent Name:	Harness, Dickey & Pierce,P.L.C.
Address Line 1:	5445 Corporate Drive, #400
Address Line 4:	Troy, MICHIGAN 48098

ATTORNEY DOCKET NUMBER:	8339-200001/04/07
-------------------------	-------------------

NAME OF SUBMITTER:	Lisabeth H. Coakley
--------------------	---------------------

Total Attachments: 10  
 source=HAP1#page1.tif  
 source=HAP1#page2.tif

CH \$90.00 75747007

source=HAP1#page3.tif  
source=HAP1#page4.tif  
source=HAP1#page5.tif  
source=HAP1#page6.tif  
source=HAP1#page7.tif  
source=HAP1#page8.tif  
source=HAP1#page9.tif  
source=HAP1#page10.tif

STOCK PURCHASE AGREEMENT

BY AND AMONG

PPOM, L.L.C.

And

HEALTH ALLIANCE PLAN OF MICHIGAN

(Individually, a "PURCHASER"  
and collectively, the "PURCHASERS")

and

WILLIAM BEAUMONT HOSPITAL,  
OAKWOOD HEALTH SERVICES CORPORATION,  
PROVIDENCE HOSPITAL,  
ST. JOHN HEALTH SYSTEM  
DETROIT-MACOMB HOSPITAL CORPORATION

(Individually, a "PRINCIPAL SHAREHOLDER"  
and collectively, the "PRINCIPAL SHAREHOLDERS")

Dated as of August 1, 2000

**EXECUTION COPY****STOCK PURCHASE AGREEMENT**

This STOCK PURCHASE AGREEMENT, dated as of August 1, 2000 (together with the Schedules and Exhibits attached hereto (the "**Agreement**"), is by and among PPOM, L.L.C., a Delaware limited liability company ("PPOM"), and Health Alliance Plan of Michigan, a Michigan non-profit corporation ("HAP"), (PPOM and HAP are each referred to individually as a "**Purchaser**" and collectively, the "**Purchasers**") on the one hand, and William Beaumont Hospital, Oakwood Health Services Corporation, Providence Hospital, St. John Health System and Detroit-Macomb Hospital Corporation, each a Michigan non-profit corporation (individually a "**Principal Shareholder**" and collectively, the "**Principal Shareholders**"), on the other hand.

**RECITALS**

A. The Principal Shareholders own of record and beneficially approximately 99.6% of the issued and outstanding shares (the "**Shares**") of the common stock (the "**Company Common Stock**") of SelectCare, Inc., a Michigan corporation (the "**Company**").

B. Upon the terms and conditions set forth herein, the Purchasers desire to purchase from the Principal Shareholders, and the Principal Shareholders desire to sell to the Purchasers, all of the Shares.

C. Concurrently with or promptly following the consummation of the transactions contemplated by this Agreement, the Purchasers shall acquire by merger, all other outstanding shares of Company Common Stock from the remaining shareholders of the Company (the "**Minority Shareholders**") and shall cancel all outstanding employee options to acquire shares of Company Common Stock by making a cash payment, in each case, as provided in Section 5.3 of this Agreement.

**AGREEMENTS**

NOW, THEREFORE, in consideration of the recitals, the respective covenants and agreements set forth herein, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

**TRADEMARK****REEL: 002761 FRAME: 0907**

## ARTICLE I

## PURCHASE AND SALE

SECTION 1.1 *Purchase and Sale.* On the terms and subject to the conditions contained herein, at the Closing (as defined below) and as of the Closing Date (as defined below), each of the Principal Shareholders shall sell, deliver and transfer to the Purchasers, and the Purchasers shall purchase and accept from each of the Principal Shareholders, all of such Principal Shareholder's right, title, and interest in the Shares.

SECTION 1.2 *Purchase Price; Estimated Payment.*

(a) Subject to the terms and conditions of this Agreement, the Purchasers agree to pay to the Principal Shareholders an aggregate purchase price of \$61,695,903.63 (the "**Purchase Price**"), subject to adjustment as provided in Sections 1.3, 1.4, 1.5 and 1.6, which shall be allocated among the Principal Shareholders as set forth on Annex A. At the Closing, the Purchase Price shall be estimated (the "**Estimated Purchase Price**") based on the Estimated Closing Balance Sheet as described in Section 1.3 and the estimated membership numbers as described in Section 1.4. At the Closing, the Purchasers shall pay the Estimated Purchase Price to the Principal Shareholders in accordance with Annex A, by wire transfer in immediately available funds to accounts designated by the Principal Shareholders.

(b) The shareholders' equity as determined pursuant to Section 1.3, the HMO and PPO membership as of the Closing Date as provided in Section 1.4 and any modification in liability to the Management Employees pursuant to Section 1.5 shall be used to adjust the Purchase Price. Any difference between the Purchase Price, as so determined, and the Estimated Purchase Price, shall be paid by the Principal Shareholders, or the Purchasers, as the case may be, within five business days after final determination. The obligations to pay such difference of the Principal Shareholders, on the one hand, and of the Purchasers, on the other hand, shall be joint and several. The Purchase Price as so adjusted shall mean the Purchase Price for purposes of Article IX of this Agreement.

(c) Annex A reflects an example of the calculation of possible adjustments to the Purchase Price pursuant to Sections 1.3, 1.4 and 1.5.

SECTION 1.3 *Adjustment for Changes in Shareholders' Equity.*

(a) The purchase price shall be adjusted on a dollar for dollar basis by an amount equal to the difference in the shareholders' equity of the Company as of the Closing Date from that shown on the Company's unaudited consolidated balance sheet as of May 31, 2000 (the "**Interim Balance Sheet**"), and as reflected on a consolidated balance sheet of the Company as of the Closing Date which is audited by KPMG, and delivered by the Principal Shareholders to the Purchasers, at the expense of the Principal Shareholders, not later than the date which is 90 days after the Closing Date (the "**Closing Balance Sheet**"). For the Closing, the Estimated Purchase Price shall be equal to the Purchase Price adjusted on a dollar for dollar basis by an amount equal to the difference in the shareholders' equity of the Company between the Interim

### SECTION 3.15 *Intellectual Property.*

(a) The Company, directly or indirectly, owns, or is licensed or otherwise possesses legally enforceable rights to use, all trademarks, trade names, trade secrets, service marks, copyrights, and any applications therefor that are used in connection with the business of the Company and its subsidiaries as currently conducted (the "**Company Intellectual Property Rights**"), free and clear of all Liens, and has the right to use all of the Company Intellectual Property Rights. The Company has no patents, patent applications or inventions or discoveries that may be patentable.

(b) Section 3.15(b) of the Principal Shareholders' Disclosure Schedule sets forth a complete (i) list of all trademarks, registered copyrights, trade names and service marks, and any applications therefor, included in the Company Intellectual Property Rights, and specifies, where applicable, the jurisdictions in which each such Company Intellectual Property Right has been issued or registered or in which an application for such issuance and registration has been filed, including the respective registration or application numbers and the names of all registered owners, and (ii) list and summary description, including any royalties paid or received by the Company and its subsidiaries, of all contracts relating to the Company Intellectual Property Rights to which any of them is a party or by which any is bound, except for any license implied by the sale of a product and perpetual, paid-up licenses for commonly available software programs with a value of less than \$5,000 under which the Company or one of its subsidiaries is the licensee. There are no outstanding and or threatened disputes or disagreements with respect to any such agreement.

(c) Except as set forth in Section 3.15(c) of the Principal Shareholders' Disclosure Schedule, all former and current employees of the Company or its subsidiaries have executed written contracts with the Company that assign to it all rights to any inventions, improvements, discoveries, or information relating to the business of the Company or its subsidiaries. No such employee has entered into any contract that restricts or limits in any way the scope or type of work in which the employee may be engaged or requires the employee to transfer, assign, or disclose information concerning his work to anyone other than the Company.

(d) All of the Company Intellectual Property Rights are currently in compliance with formal legal requirements (including payment of filing, examination, and maintenance fees and proofs of working or use, if applicable), are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety days after the Closing Date. No Company Intellectual Property Right is infringed or has been challenged or threatened in any way. None of the products produced and sold, nor any process or know-how used, by the Company or its subsidiaries infringes or is alleged to infringe any patent or other proprietary right of any other person.

(e) There is no intellectual property, in any form, necessary for the operation of the business of the Company and its subsidiaries as currently conducted by the Company or its subsidiaries that the Company and its subsidiaries do not currently own or license on commercially reasonable terms.

IN WITNESS WHEREOF, Purchaser and each Principal Shareholder have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

PPOM, L.L.C.

By: 

Name: Robert H. Naftaly

Title: President and CEO

~~HEALTH ALLIANCE PLAN OF MICHIGAN~~

By: 

Name: Cleve L. Killingsworth

Title: President and CEO

OAKWOOD HEALTH SERVICES CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PROVIDENCE HOSPITAL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ST. JOHN HEALTH SYSTEM

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Purchaser and each Principal Shareholder have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.


PPOM, L.L.C.

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

HEALTH ALLIANCE PLAN OF MICHIGAN

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

OAKWOOD HEALTH SERVICES CORPORATION

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

PROVIDENCE HOSPITAL

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

ST. JOHN HEALTH SYSTEM

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



IN WITNESS WHEREOF, Purchaser and each Principal Shareholder have caused this agreement to be executed as of the date first written above by their respective officers thereunto authorized.

PPOM, L.L.C.

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

HEALTH ALLIANCE PLAN OF MICHIGAN

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

OAKWOOD HEALTH SERVICES CORPORATION

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

PROVIDENCE HOSPITAL

By: *Robert A. Ross*  
Name:  
Title: *V.P. Strategic Planning & Network Development*

ST. JOHN HEALTH SYSTEM

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

IN WITNESS WHEREOF, Purchaser and each Principal Shareholder have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

PPOM, L.L.C.

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

HEALTH ALLIANCE PLAN OF MICHIGAN

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


OAKWOOD HEALTH SERVICES CORPORATION

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

PROVIDENCE HOSPITAL

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

ST. JOHN HEALTH SYSTEM

By:  \_\_\_\_\_  
Name: Anthony R. Tersigni  
Title: President/Chief Executive Officer

DETROIT-MACOMB HOSPITAL CORPORATION

By: \_\_\_\_\_  
Name: TIMOTHY J. RYAN  
Title: PRESIDENT

WILLIAM BEAUMONT HOSPITAL

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

CDOS\DET01\213648\8

DETROIT-MACOMB HOSPITAL CORPORATION

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

WILLIAM BEAUMONT HOSPITAL

By: Ted Wasson by [Signature]  
Name: Ted D. Wasson  
Title: President & CEO

PCDD\S\DET01\213648\8