

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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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):
The Potomac Group, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 6/30/1998

2. Name and address of receiving party(ies)

Name: ComCoTec, Inc.
Internal Address: _____
Street Address: 2505 S. Finley Rd., Suite 110
City: Lombard State: IL Zip: 60148

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Tennessee
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1813491, 1731517
1852935, 1392192

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Larry M. Zanger
Internal Address: Holland & Knight LLP

Street Address: 131 S. Dearborn St., 30th Flr.

City: Chicago State: IL Zip: 60603

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:

130045

DO NOT USE THIS SPACE

9. Signature.

Larry M. Zanger
Name of Person Signing


Signature

January 28, 2004
Date

Total number of pages including cover sheet, attachments, and document: 17

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

CH \$115.00 130045 1813491

AFFIDAVIT RE ASSIGNMENT OF TRADEMARKS

MARKS: See attached Exhibit A

OWNER OF RECORD:

ASSIGNEE: SXC Health Solutions, Inc. , a Texas corporation

TO: Assistant Commissioner of Patents and Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

Rob Wilkinson, being duly sworn, states as follows:

1. Systems Excellence USA, Inc., a Texas corporation ("Registrant"), is identified as the owner of record for the federal trademark registrations and applications on the Principal Register of the United States Patent and Trademark Office identified on Exhibit A (collectively, the "Trademarks"). Through a series of corporate reorganizations and acquisitions, described more fully in paragraph 2 below, ownership of the Trademarks and all goodwill associated therewith has been transferred to SXC Health Solutions, Inc. a Texas corporation.

2. Through the following series of reorganizations, ownership of the Trademarks and all goodwill associated therewith was transferred from Registrant to SXC Health Solutions, Inc., a Texas corporation:

- a. On June 30, 1998, the assets of ComCo Tec, Inc., an Illinois corporation, including trademarks, were sold and transferred to The Potomac Group, Inc. a Tennessee corporation, as evidenced by the assignment of trademarks , a true and correct copy of which is attached as Exhibit B.
- b. Effective June 30, 1998, The Potomac Group, Inc., a Tennessee corporation transferred the assets, including the intellectual property, to ComCoTec, Inc., a Tennessee corporation, as evidenced by the assignment of trademarks, a true and correct copy of which is attached as Exhibit C.
- c. Effective March 9, 2001, ComCoTec, Inc., a Tennessee corporation assigned its marks to Systems Excellence USA, Inc., a Texas corporation, as evidenced by the assignment of trademarks, a true and correct copy of which is attached as Exhibit D.

d. Effective May 23, 2003, Systems Excellence USA, Inc. changed its name to SXH Health Solutions, Inc., as evidenced by the certificate of amendment, a true and correct copy of which is attached as Exhibit E.

3. As a result of the foregoing actions, SXC Health Solutions, Inc. is now the owner of all right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

4. The undersigned, Rob Wilkinson, has personal knowledge of the matters stated herein. He is the Vice-President of Information Management of SXC Health Solutions, Inc., the present owner of the Trademarks and the goodwill associated therewith. At the time of the above transfers, he was the Controller of ComCoTec, Inc., an Illinois corporation and the Controller of Systems Excellence USA, Inc.

THE SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Dated: January 14, 2004

By: R. Wilson
Name: Rob Wilkinson
Title: Director of Finance of SXC
Health Solutions, Inc.

STATE OF Illinois)
COUNTY OF Cook) SS:

This instrument was acknowledged before me on the 16th day of January 2004 by Rob Wilkinson as Director of Finance of SXC Health Solutions, Inc.

Maureen A. Drews
Notary Public



EXHIBIT A**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Reg. No./Ser. No.	Reg Date
RXCLAIM	1,813,491	December 28, 1993
RXCLAIM	1,731,517	November 10, 1992
RXSERVER	1,852,935	September 6, 1994
RX EXPRESS	1,392,192	May 6, 1986
RXTRACK	2,658,054	December 10, 2002
RXMAX	2,778,886	November 4, 2003
RXEXCHANGE	SN75/803,864	App. Date September 20, 1999

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TRADEMARK ASSIGNMENT

ComCoTec, Inc., a Illinois corporation having a place of business at 2505 South Finley Road, Suite 110, Lombard, Illinois 60148, has adopted, used and is using the below-identified trademarks, and is the owner of the below-identified trademark registrations, including the goodwill of the business connected with the use of and symbolized by said marks.

For good and valuable consideration, the receipt of which is hereby acknowledged, ComCoTec, Inc. hereby assigns to The Potomac Group, Inc., a Tennessee corporation having a place of business at 1283 Murfreesboro Road, Nashville, Tennessee 37217, its entire right, title and interest in and to the below-identified trademark registrations, and the trademarks which are the subjects thereof, including the goodwill of the business connected with the use of and symbolized by said marks, together with the entire right, title and interest in and to any and all causes of action for infringement thereof, and the same to be held and enjoyed by The Potomac Group, Inc., its successors and assigns.

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
RX EXPRESS	1,392,192	May 6, 1986
RXCLAIM	1,731,517	November 10, 1992
RXCLAIM	1,813,491	December 28, 1993
RXSERVER	1,852,935	September 6, 1994

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ComCoTec, Inc. further agrees, for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by The Potomac Group, Inc., to effectuate this assignment.

WITNESS my hand and seal this 30th day of June, 1998.

ComCoTec, Inc.

By: Allan M. Kline
Name: Allan M. Kline
Title: Vice President and Treasurer

State of Massachusetts)
County of Middlesex)

Then personally appeared the above-named Allan M. Kline who acknowledged the foregoing to be his/her free act and deed, before me, this 30th day of June, 1998.

[Signature]
Notary Public

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT


For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, The Potomac Group, Inc., a Tennessee corporation ("Assignor"), does hereby convey, transfer and assign to ComCoTec, Inc., a Tennessee corporation and a direct subsidiary of Assignor ("Assignee"), all of Assignor's right, title and interest in, and all of its obligations under, that certain Asset Purchase Agreement between Assignor, ComCoTec, Inc., an Illinois corporation ("ComCoTec"), and Telecommunications Techniques Co., LLC, a Delaware limited liability company ("TTC"), dated June 29, 1998 (the "Agreement").

Assignor does hereby accepts all of Assignor's right, title and interest in the Agreement, and hereby assumes, and agrees to discharge in accordance with the terms hereof, all of Assignor's obligations under the Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the 15 day of June, 1998.

ASSIGNOR:


THE POTOMAC GROUP, INC.



Thomas S. Stumb
President

ASSIGNEE:

COMCOTEC, INC.



Thomas S. Stumb
President

ASSET PURCHASE AGREEMENT

Agreement made this 29th day of June, 1998, by and between The Potomac Group, Inc., a Tennessee corporation ("Buyer"), ComCoTec, Inc. an Illinois corporation ("Seller") and Telecommunications Techniques Co., LLC, a Delaware limited liability company and sole shareholder of the Seller ("TTC").

RECITALS

WHEREAS, Seller desires to sell to Buyer at the Closing, as hereinafter defined, and Buyer desires to purchase from Seller certain assets, as more fully described herein, upon and subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual representations, warranties and covenants which are made and to be performed by the respective parties, it is agreed as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. Subject to all of the terms and conditions of this Agreement, at the Closing, Seller hereby agrees to sell, transfer, convey, assign and deliver to Buyer, and Buyer agrees to purchase, acquire and accept from Seller, free and clear of all liens, claims, charges, restrictions, security interests, equities, proxies, pledges or encumbrances of any kind, the following described assets, wherever located (collectively, the "Assets"): (i) the business of Seller as a going concern, (ii) the name "ComCoTec, Inc." and (iii) all of Seller's rights, properties, assets, contracts and businesses of every kind, character and description, whether tangible or intangible (including, but not limited to, goodwill), whether real, personal or mixed, whether accrued, contingent or otherwise, and wherever located, all proceeds from any sale of assets, any right, title or interest of Seller in any federal, state, local or foreign tax refunds (and any income with respect thereto) and benefits (unless such assignment is prohibited by law).

Without limitation of the foregoing provisions, the Assets shall include:

- (a) all machinery, equipment, tools, vehicles, furniture, furnishings, leasehold improvements, goods, and other tangible personal property;
- (b) all prepaid items, unbilled costs and fees, and accounts, notes and other receivables;
- (c) all supplies and inventories and office and other supplies;

(d) to the extent permitted by applicable law, all rights under any written or oral contract, agreement, lease, plan, instrument, registration, license, certificate of occupancy, other permit or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization;

(e) all rights under any patent, trademark, service mark, trade name or copyright, whether registered or unregistered, and any applications therefor;

(f) all technologies, methods, formulations, data bases, trade secrets, know-how, inventions and other intellectual property used in the Business or under development;

(g) all computer software (including documentation and related object and source codes);

(h) all rights or choses in action arising out of occurrences before or after the Closing, including without limitation all rights under express or implied warranties relating to the Assets;

(i) all assets and properties reflected on the Closing Balance Sheet as defined in Section 2.3; and

(j) all information, files, records, data, plans, contracts and recorded knowledge, including customer and supplier lists, related to the foregoing.

1.2 Excluded Assets. Notwithstanding the foregoing, the Assets shall not include any of the following:

(a) Seller's cash and cash equivalents;

(b) intercompany receivables among Seller and its affiliates;

(c) Seller's insurance policies described in Section 4.20 herein; and

(d) Seller's minute books, stock ledger and similar corporate records, including all documents and records pertaining to Seller's employees.

1.3 Assumption of Liabilities. At the Closing, and except as otherwise specifically provided in this Section 1.3, Buyer shall assume and agree to pay, discharge or perform, as appropriate, the following liabilities and obligations (the "Assumed Liabilities") of Seller:

(a) all liabilities and obligations of Seller existing as of the Balance Sheet Date (hereinafter defined in Section 4.6), but only if and to the extent that the same are accrued

EXHIBIT 1

United States Registrations

<u>Mark</u>	<u>U.S Registration Number</u>	<u>Registration Date</u>
RXCLAIM	1,813,491	December 28, 1993
RXCLAIM	1,731,517	November 10, 1992
RXSERVER	1,582,935	September 6, 1994
RX EXPRESS	1,392,192	May 6, 1986

United States Applications

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
RXTRACK	76/176,986	December 7, 2000
RXMAX	76/081,764	June 30, 2000
RXEXCHANGE	75/803,864	September 20, 1999

EXHIBIT E

Gwyn Shea
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Office of the Secretary of State

CERTIFICATE OF AMENDMENT
OF

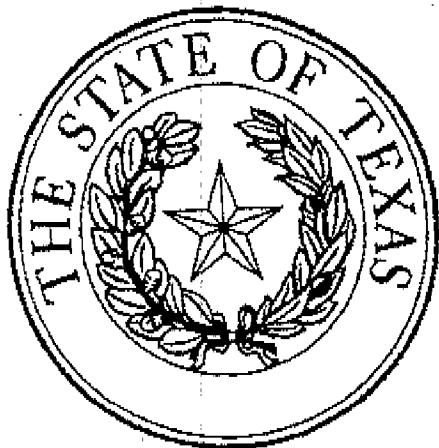
SXC Health Solutions, Inc.
134219900

[formerly: SYSTEMS XCELLENCE USA, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 05/23/2003
Effective: 05/23/2003



Gwyn Shea

Gwyn Shea
Secretary of State

FILED
In the Office of the
Secretary of State of Texas

MAY 23 2003

ARTICLES OF AMENDMENT

Corporations Section

Pursuant to the provisions of the Texas Business Corporation Act, the undersigned corporation hereby amends its Articles of Incorporation, and for that purpose, submits the following statement:

1. The name of the corporation is: Systems Xcellence USA, Inc.

2. Article I of the Articles of Incorporation is hereby amended so as to read as follows: The name of the corporation is SXC Health Solutions, Inc.

~~Article XXXXXXXXXXXXXXXXXXXX of the Articles of Incorporation is hereby deleted.~~

~~Article XXXXXXXXXXXXXXXXXXXX is a new article and is hereby added to the Articles of Incorporation so as to read as follows:~~

3. The date of adoption of each amendment is: May 21, 2003

4. If the amendment was adopted by the board of directors and no shares have been issued, make a statement to that effect. N/A

5. If the amendment was approved by shareholders, make a statement to that effect and set forth the following information:

a) The number of shares outstanding and the number of shares entitled to vote on the amendment. If the shares of any class or series are entitled to vote as a class, provide the designation and the number of outstanding shares of the class or series. # of Shares Outstanding = 1,000 Common Shares
of Shares Entitled to Vote = 1,000 Common Shares

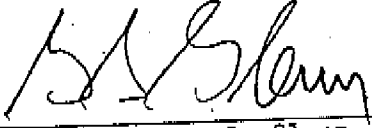
b) The number of shares that voted for and against the amendment. If the shares of any class or series are entitled to vote as a class, provide the number of shares of each class or series that voted for and against the amendment. # of Shares for = 1,000 # of Shares Against = 0

6. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, the provisions for implementing the amendment, if not contained in the amendment itself are: n/a

7. If the amendment effects a change in stated capital, a statement of the manner in which the stated capital is affected, and a statement of the amount of the corporation's stated capital following the amendment are: n/a

8. Any other provisions permitted or required by Texas law are: n/a

Date May 21, 2003

By 
Printed Name and Title: Gordon S. Glenn, President

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