


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

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

<p>1. Name of conveying party(ies): Managed Care Measures, LLC 108-I Centre Boulevard, Marlton, NJ 08053</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>LIMITED LIABILITY COMPANY</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>LifeMetrix, Inc.</u></p> <p>Internal Address: <u>N/A</u> Street Address: <u>1430 Spring Hill Road, Suite 106</u> City: <u>McLean</u> State: <u>VA</u> Zip: <u>22102</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State (DI) _____ <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>12/16/2003</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) – N/A</p> <p style="text-align: right;">Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Trademark Registration No.(s) THE ONCOLOGYINSIGHT SERIES 2680123 TRIALMATCH 2564740</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>John A. Knab, Esquire/GARVEY SCHUBERT BARER</u> Internal Address: <u>N/A</u> Street Address: <u>1000 Potomac St., NW, 5th Fl.</u> City: <u>Washington</u> State: <u>DC</u> Zip: <u>20007</u></p>	<p>6. Total number of applications and registrations involved: (2)</p> <p>7. Total fee (37 CFR 3.41) \$ _____ <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature. <i>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.</i></p> <p><u>GARY V. ANNSWORTH</u> <u></u> <u>12/16/03</u> Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: (1) <u>31</u></p>	

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

OP \$65.00 2680123

SECURITY AGREEMENT

[Final 12.12.03]

This Security Agreement (the "Agreement") is made effective December ^{16th} 2003, by and between LifeMetrix, Inc., a Delaware corporation in liquidation (the "Secured Party"), and Managed Care Measures, LLC, a New Jersey limited liability company ("Grantor").

WHEREAS, the parties hereto are parties, together with LifeMetrix Information Services, Inc. ("LISI"), a wholly-owned subsidiary of the Secured Party and also in liquidation, to that Certain Closing Agreement Relating to Sale and Purchase of Assets, dated as of the date hereof (the "Closing Agreement"), by which Grantor, as Buyer, has purchased certain Assets, described in Schedule 1 hereto (the "Assets"), from Secured Party and LISI (collectively, the "Seller");

WHEREAS, in connection with, and as a condition of, the Closing Agreement, the parties hereto have agreed to execute this Security Agreement by which Grantor will grant to Secured Party a first priority, purchase money security interest in the Assets as collateral for full payment of the deferred portion of the Purchase Price (as defined in the Closing Agreement).

NOW THEREFORE, pursuant to the terms of the Loan Agreement and in consideration of the premises and for other good and sufficient consideration, the receipt and sufficiency of which is acknowledged, the Grantor and the Secured Party, intending to be legally bound, agree as follows:

1. Grant of Security Interest and Collateral. The Grantor, on the terms set forth in this Agreement, hereby pledge, assign and grant to the Secured Party a first priority, purchase money security interest in and lien on, all of the Assets (hereinafter sometimes called, collectively, the "Collateral").

2. Perfection of Security Interest.

(a) In order to perfect the Secured Party's security interest in the Collateral, the Secured Party shall have the right to file the following:

(i) In the State of New Jersey and in the Commonwealth of Pennsylvania, UCC-1 Financing Statements in the form attached to and made a part of this Agreement as Schedule 2 (the "Financing Statements"). If the Uniform Commercial Code as in effect in Pennsylvania requires it, the Grantor shall execute and deliver all required Pennsylvania Financing Statements.

(ii) With the United States Patent and Trademark Office, statements in the form attached to and made a part of this Agreement as Schedules 3 and 4, respectively (the "PTO Statements").

(b) Without limiting the preceding subsections (i) and (ii), the Grantor agrees to

execute any and all documents, and otherwise to do everything reasonably necessary under applicable law for the Secured Party to perfect, continue and terminate the security interests granted under this Section 2.

(c) As further security for the deferred portion of the Purchase Price, the Secured Party shall be entitled to retain, subject to Section 10.1 of the Closing Agreement, a copy of the source code relating to the "Data Warehouse," as defined in the Closing Agreement (the "DW Code Copies").

(d) At such time as the entire Purchase Price due the Secured Party has been paid:

(i) The Secured Party shall, at its expense, promptly terminate the Secured Party's security interest of record as to all Collateral. If the Secured Party fails to do so, and such failure continues for a period of ten (10) days after written notice of such failure from the Grantor to the Secured Party, then the Grantor shall be appointed attorney-in-fact for the Secured Party for the purpose of terminating the Secured Party's security interest of record as to all Assets, and shall have the right and authority to do so, at the Secured Party's expense, in the Secured Party's name and on the Secured Party's behalf.

(ii) The Secured Party shall promptly, as directed by the Grantor, either (a) return the DW Code Copies to the Grantor, or (b) destroy the DW Code Copies and send a written notice to the Grantor certifying that this has been done.

(e) If the Grantor fails to make any payment on account of the Purchase Price to which the Secured Party is entitled, and such failure continues for a period of ten (10) days after written notice of such failure from the Secured Party to the Grantor, then the Secured Party shall have the following rights and remedies:

(i) The right to declare the unpaid balance of the Purchase Price immediately due and payable, and to pursue all rights and remedies provided at law or in equity.

(ii) All of the rights and remedies of a secured party under the Uniform Commercial Code (as in effect in the jurisdiction where such rights or remedies are asserted) including without limitation, if and to the extent permitted by the Uniform Commercial Code, the right to retain the Assets in satisfaction of the unpaid balance of the Purchase Price.

(iii) The right to retain the DW Code Copies, which shall at that time become the Secured Party's property.

3. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, except with respect to matters of law concerning the internal affairs to any entity that is a party to this Agreement, and as to those matters, the law of the state of formation of the respective entity shall govern.

4. Variations in Pronouns. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect, except that if this happens, the parties will negotiate in good faith substitute enforceable provisions that most nearly effectuate the parties' intent in entering into this Agreement.

6. No Third Party Beneficiary. This Agreement does not constitute a third-party beneficiary contract; except as permitted under Section 910 below, no person or entity that is not a party to this Agreement (as evidenced by a signed written document) shall have any rights or benefits under this Agreement.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. For purposes of this Agreement, a telecopy of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

8. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

9. Assignment. No rights or obligations under this Agreement may be assigned by the Grantor or the Secured Party without the prior written consent of the Secured Party (in the case of a proposed assignment by the Grantor) or the Grantor (in the case of a proposed assignment by the Secured Party), except that:

(a) The Grantor may assign this Agreement, in whole or in part, to an affiliate, a subsidiary, or a successor (whether by merger, spin off, or sale of equity interests or assets) to that area of its business to which this Agreement (or the applicable portion of it) is related, provided that:

(i) The Grantor gives the Secured Party at least ten (10) days prior written notice of the proposed assignment.

(ii) Such successor expressly agrees in writing to assume and be bound by all of the obligations of the Grantor under this Agreement, and the Grantor promptly delivers copy of the agreement to the Secured Party.

(iii) No assignment shall relieve the Grantor of its obligations under this Agreement unless the Secured Party consents in writing, which consent will not be unreasonably withheld, conditioned or delayed.

(b) The Secured Party may assign this Agreement to a Liquidating Trust pursuant to, and subject to, Section 4.4(f) of the Closing Agreement.

10. Notices. All notices given under this Agreement must be in writing. Unless otherwise provided by law, notices may be given by (a) personal delivery; (b) certified mail, return receipt requested; (c) recognized overnight courier service; or (d) telecopier. Notices will be effective on receipt or refusal of receipt, or if notice is sent by telecopier, upon the sender's receipt of a successful transmission report. Notices must be sent to the following persons and addresses:

If to the Grantor, as follows:

Managed Care Measures, LLC
Marlton Crossing
108-I Centre Boulevard
Marlton, New Jersey 08053
Attention: President
Facsimile: 856.596.8996

With a copy to:

Managed Care Measures, LLC
Marlton Crossing
108-I Centre Boulevard
Marlton, New Jersey 08053
Attention: General Counsel
Facsimile: 856.596.8996

If to the Secured Party, to it at the following address:

1430 Spring Hill Road
Suite 106
McLean, Virginia 22102
Attn: Eugene N. Langan
Facsimile: 703.506.062

with a copy to:

Lowell D. Turnbull, Esquire
Garvey Schubert Barer
5th Floor
Flour Mill Building
1000 Potomac Street N.W.
Washington, D.C. 20007-3501
Facsimile: 202.965.1729

11. Prevailing Party. If either party starts a lawsuit with respect to this Agreement, or the rights or obligations of the parties under this Agreement, then the losing party shall pay the prevailing party's reasonable attorneys' fees and costs, and all court costs, through all trials and appeals. The prevailing party and the losing party shall be as determined by final, unappealable judgment of a court having jurisdiction.

12. Entire Agreement. This Agreement (including the Exhibits hereto) contain the entire agreement among the parties with respect to this transaction, and supersede all prior agreements, written or oral, with respect thereto. Any rule of construction which provides that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

13. Waivers and Amendments. No amendment to this Agreement will be binding unless it is in writing and is signed by duly authorized persons of the parties to be bound. The provisions of this Agreement may be waived only by a written instrument signed by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any right or remedies which any party may otherwise have at law or in equity. The rights and remedies of any party arising out of or otherwise in respect of any inaccuracy in or breach of any representation, warranty, covenant or agreement contained in this Agreement shall not be limited by the fact that the act, omission, occurrence, or other state of facts upon which any claim or any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement contained in this Agreement (or in any other agreement between the parties) as to which there is no inaccuracy or breach.

14. Binding Agreement. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties hereto and their respective heirs, executors, successors, and (subject to Section 910 above) their respective assigns.

IN WITNESS WHEREOF, intending to be legally bound, the Grantor and the Secured Party have caused this Security Agreement to be duly executed as of the date first written above.

GRANTOR:

MANAGED CARE MEASURES, LLC,
a New Jersey limited liability company

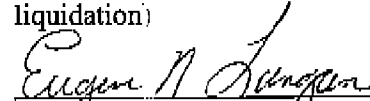


By: Gary V. Ainsworth
Title: President and CEO

DC_DOCS:615608.1

SECURED PARTY:

LIFEMETRIX, INC.,
a Delaware corporation (in
liquidation)



By: Eugene N. Langan
Title: President

Schedule 1
The Assets

[See attached pages]

SECURITY AGREEMENT SCHEDULE 1

EXHIBIT A Transferred Property

(Note: Unless otherwise indicated, the capitalized terms used below will have the same meanings given to them in the Asset Agreement.)

Equipment

The computers and other capital equipment related to the Data Warehouse (the "Equipment"), including without limitation the items described on the Hardware Inventory attached hereto as **Attachment A-1**.

Other Personal Property

1. The Claims Data Warehouse (the "Data Warehouse," the "Data Warehouse Assets," or the "DW"), including the proprietary technology and star schemas, as well as existing claims data contained therein, as described in **Attachment A-2** hereto.
2. Data Warehouse System License Agreement, dated September 30, 2002 by and among LifeMetrix, Inc., LifeMetrix Systems, Inc. and Matria Healthcare, Inc., and any assignees or successors-in-interest.
3. Integrated Care Management System License, dated September 30, 2002 by and among LifeMetrix, Inc., LifeMetrix Systems, Inc. and Quality Oncology, Inc., and any assignees or successors-in-interest.
4. The TrialMatch™ trademark registered April 23, 2002 (Reg. No. 2564740) in the United States Patent and Trademark Office, and all right, title and interest in and to all copyrights, logos, trade names, trade secrets, goodwill and other intellectual property related thereto.
5. The TrialMatch™ software and patent application filed by LifeMetrix, Inc. for the Integrated Care Management System (TrialMatch) pending with the United States Patent and Trademark Office ("USPTO"), Reference No. 032737-002, filed March 31, 2001, Serial No. 09/820,736.
6. "Trialmatch.com," registered as a domain name of American Disease Management, Inc. (the former name of Sciler) with Verisign/Network Solutions.
7. "Ask a Trial Nurse" database of Q&As.
8. The Oncology Insight Series™ (OIS) product (as described in **Attachment A-3**) and the trademark registered January 28, 2003 (Reg. No. 2,680,123) in the United States Patent and Trademark Office.
9. "OncologyInsightSeries.com" registered in the name of American Disease Management, Inc. (now, LifeMetrix, Inc.) with Verisign/Network Solutions
10. The domain name/website <http://www.LMISOnline.com>.
11. The Oncology Data Marts and Data Cubes.
12. The Oncology Series Reports (OSR) product (as described in **Attachment A-3**), web application(s) and database(s).
13. All source code, object code and documentation for all of the above described assets, together with all copyrights therein and thereto.
14. All marketing materials relating to the Business or the above described assets
15. Web designs, web pages, and websites, and all graphics, logos, tag lines, and electronic or digital artwork, relating to items 4, 6, 8, 9, 12 and 13 above.
16. All other trademarks, service marks, trade names, moral rights and other intellectual property (however classified), and whether registered or unregistered, together with the goodwill and the business appurtenant thereto relating to the Business and the Business Assets.
17. All good will relating to the Business and the Business Assets.
18. Weblinking Agreement between LifeMetrix, Inc. and Quality Oncology, Inc., dated September 30, 2002, under which QO has a right to link to trialmatch.com.

EXHIBIT A (continued)

Attachment A-1

Hardware Inventory List

Server Hardware

1. CorpData 1
2. CorpData 3
3. Webserver 4
4. LIS_DEV

PC Hardware

1. "Jane Quigley" PC
2. "Katie Mullaly" PC

[More specific descriptions attached.]



Hardware Inventory

- Hard Disk – Available Space
- System Description
- Warranty Information
- Original Software Purchased

Hard Disk / Additional Software – Available Space

LISI Server Hardware	Drive Letter	Disk Size	% Free	% Used
CorpData 1	C	8 GB	22	78
	D	10 GB	45	55
	E	54 GB	13	87
	F	18 GB	63	37
CorpData 3	C	34 GB	30	70
	D	101 GB	72	28
	E	271 GB	30	70
	F	271 GB	45	55
	G	135 GB	52	48
Webserver 4	C	3 GB	28	72
	D	15 GB	81	19
	E	18 GB	90	10
LIS_DEV	C	10 GB	11	89

Additional Software (In addition to what the machine came with originally)

Corpdata1

Microsoft Windows 2000 Server – 5 User

Microsoft SQL 2000 Enterprise Edition – 25 User

Corpdata3

Microsoft Windows 2000 Server – 5 User

Microsoft SQL 2000 Enterprise Edition – 25 User

Webserver4

Microsoft Windows 2000 Server – 5 User

MSDN Microsoft Analysis Server 2000 – license is expired

8 **Corpdata3 - Data Warehouse Server**

System Summary

PowerEdge 6300
Service Tag Number: HBVSI
Express Service Code:28967622
Ship Date: 1/25/2001
Del (BU): N/A

Current Limited Warranty Coverage	Provider	Start Date	End Date	Days Left
Next Business Day	WANG	1/25/2002	1/25/2004	400

*TAB

1104*

*still
w/ com*

System Configuration As Shipped

Quantity	PART Number	Part Description
1	0030R	Assembly,Cable,Dorsal/Almond/Toshiba/Almodor,SCSI,Internal,Twisted Pair,PE
1	1067C	Module,Information,Flat,PC Interface,Plug,PS300
1	3277P	Kit,Cable,Power,Redundant,PS300,R2
1	340BT	Printed Wiring Assy,Power Supply Parasitng Board,RMT-SMS,7U,HSS
1	4442C	Printed Wiring Assy,Control Panel,System Board,PowerEdge
1	56584	Printed Wiring Assy,Memory Board, Memory,Card (Circuit),4GB,PS300,PowerEdge
1	6066R	Printed Wiring Assy,Planner (Motherboard),4-CPU,Deachute Slot 2 Processor,PS300
1	6542C	Cable,SCSI-1,Internal,P4300/PS300
1	8892R	Processor Module,60525,650M,512K,Mini Post,32,C0
1	7399P	Power Supply,320W,3.3V,Power Factor Correction,BLINDRZ
1	90558	Printed Wiring Assy,Planner (Motherboard),Hot Plug PCI (PC Interface),PS300,PowerEdge
1	0333C	Module,Type Harddisk,1.44,4096,BLINDRZ,4096,4096,4096,4096
1	0958R	Module,Compact Disk Drive,880M,8,No Controlled/No Cables,81,1740,Black
1	0939C	Module,Cache,16KB,Memory,Cache,Access,PS300-DRCOM,NO FI
1	10994	Module,Dual In-Line Memory Module,4096,Extended Data Out,16X256
1	1291E	Module,Card,Power,110/220V,14GA
1	1797P	Module,Card (Circuit),Network,INTEL,1000,V1.2.5
1	1810C	Module,Card (Circuit),Dell Remote Assistant Card,V2.3,Length, Long,England/English
1	1811C	Ship Group,PS300,Redundant,United States,North,North,AMF
1	7955C	Module,Card (Circuit),Video,4M,Velocity,Spain/Spanish,Enhanced
1	3233C	Module,Cage,Front,HD OPT,6 BAY,1.6"
1	7085T	Assembly,Cable,SCSI3,Twisted Pair,INT-EXT,28IN
1	0478E	Module,Information,Cable,C21_RAID6,TBU
1	62DYW	Hard Drive,36G,5,1.5/160,10K,80P,SGT4
1	62DYW	Hard Drive,36G,5,1.5/160,10K,80P,SGT4
1	62DYW	Hard Drive,36G,5,1.5/160,10K,80P,SGT4
1	62DYW	Hard Drive,36G,5,1.5/160,10K,80P,SGT4


*no tape drive
not in system*

8 Corpdata3 -- Data Warehouse Server

1	62DYW	Hard Drive,36G,S,U3/160,10K,80P,SGT4
1	62DYW	Hard Drive,36G,S,U3/160,10K,80P,SGT4
1	4312U	Module,Card (Circuit),PERC2,128MB
1	4677C	Module,Keyboard,104,8P,United States,SILITEK,Precision Workstation
1	5233C	Module,Floppy Drive,1.44,Boot,No Controller/With Cables,Medium Tower,PE4300
1	6300F	Module,Adaptor,Alternating Current,Universal,External,DRAC 2.0
1	7711C	MOD-MECH,Foot,Rubber,PE4300/8300
1	88677	Module,Software,NO-OS,UP,Multi-Language
1	88707	Module,Mouse,Personal System 2,28 IN,LOGITECH,Server, Server Chassis
1	9936T	Module,Processor Module,550M,512K,2ND-PRC,Server, Server Chassis
1	9936T	Module,Processor Module,550M,512K,2ND-PRC,Server, Server Chassis
1	9936T	Module,Processor Module,550M,512K,2ND-PRC,Server, Server Chassis


Exhibit A
Page 6 of 18

9 **Corpdata3 - External Storage 1**

System Summary				
				
PowerVault 210S (SCSI)				
Service Tag Number:				
Express Service Code:				
Ship Date:		1/24/2004		
Dell BU:		N/A		
Current Limited Warranty Coverage:	Provider:	Start Date:	End Date:	Days Left:
Next Business Day	UNY	9/13/2003	9/12/2005	730

System Configuration As Shipped		
Quantity	Part Number	Part Description
1	40PJJ	Power Supply, 400W, 5.0V, PV2X0S
1	30553	Cable, IDE (Integrated Drive Electronics), Single, Drive, Low Profile Chassis
1	0576U	Ship. Group, PV210S, United States, AMF
1	1578U	Module, Card (Circuit, Input/Output, SCSI (Small Computer Systems Interface), SCSI) (Extended Management Module DUAL
1	4204D	Module, Cable, Redundant Array of Integrated/ Inexpensive Drives/Disks, 4MTR
1	4204D	Module, Cable, Redundant Array of Integrated/ Inexpensive Drives/Disks, 4MTR
1	4732R	Module, Power Supply, 480W, Redundant, PV20XS
1	54NDW	Module, Hard Drive, 36G, U3/160, 7.2K, QUANTUM
1	54NDW	Module, Hard Drive, 36G, U3/160, 7.2K, QUANTUM
1	54NDW	Module, Hard Drive, 36G, U3/160, 7.2K, QUANTUM
1	54NDW	Module, Hard Drive, 36G, U3/160, 7.2K, QUANTUM
1	54NDW	Module, Hard Drive, 36G, U3/160, 7.2K, QUANTUM
1	54NDW	Module, Hard Drive, 36G, U3/160, 7.2K, QUANTUM
1	54NDW	Module, Hard Drive, 36G, U3/160, 7.2K, QUANTUM
1	54NDW	Module, Hard Drive, 36G, U3/160, 7.2K, QUANTUM
1	54NDW	Module, Hard Drive, 36G, U3/160, 7.2K, QUANTUM
1	54NDW	Module, Hard Drive, 36G, U3/160, 7.2K, QUANTUM
1	54NDW	Module, Hard Drive, 36G, U3/160, 7.2K, QUANTUM
1	54NDW	Module, Hard Drive, 36G, U3/160, 7.2K, QUANTUM
1	0919T	Module, Bracket, Metal, Rack Mount, PV2X0S
1	B9845	Module, Information, HD INC ORDER, Software Development System
1	95139	Module, Information, North, Operating System, United States

10 Corpdata3 - External Storage 2

System Summary				
				
PowerVault 210S (3C51)				
Service Tag Number:				
Express Service Code:				
Ship Date: 1/24/2001				
Dell IBU: N/A				
Current Limited Warranty Coverage	Provider	Start Date	End Date	Days Left
Next Business Day	UNY	10/7/2003	10/9/2005	730

System Configuration/As Shipped		
Quantity	Part Number	Part Description
1	48PJJ	Power Supply,460W,5.0V,PV20XS
1	36563	Cable,IDE (Integrated Drive Electronics),Single,Drive,Low Profile Chassis
1	00KEV	Module,Hard Drive,36G,U3/160,10K,SEAGATE
1	00KEV	Module,Hard Drive,36G,U3/160,10K,SEAGATE
1	00KEV	Module,Hard Drive,36G,U3/160,10K,SEAGATE
1	00KEV	Module,Hard Drive,36G,U3/160,10K,SEAGATE
1	00KEV	Module,Hard Drive,36G,U3/160,10K,SEAGATE
1	00KEV	Module,Hard Drive,36G,U3/160,10K,SEAGATE
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1	00KEV	Module,Hard Drive,36G,U3/160,10K,SEAGATE
1	00KEV	Module,Hard Drive,36G,U3/160,10K,SEAGATE
1	00KEV	Module,Hard Drive,36G,U3/160,10K,SEAGATE
1	00KEV	Module,Hard Drive,36G,U3/160,10K,SEAGATE
1	00KEV	Module,Hard Drive,36G,U3/160,10K,SEAGATE
1	00KEV	Module,Hard Drive,36G,U3/160,10K,SEAGATE
1	00KEV	Module,Hard Drive,36G,U3/160,10K,SEAGATE
1	0578U	Ship Group,PV210S,United States,AMF
1	1798D	Module,Kit,Documentation,SFTYREG,Dell Americas Organization
1	4204D	Module,Cable,Redundant Array of Integrated/ Inexpensive Drives/Disks,4MTR
1	4204D	Module,Cable,Redundant Array of Integrated/ Inexpensive Drives/Disks,4MTR
1	4270T	Module,Card (Circuit),Controller,SCSI (Small Computer Systems Interface),SMM DUAL
1	4732R	Module,Power Supply,460W,Redundant,PV20XS
1	8910T	Module,Bracket,Metal,Rack Mount,PV20XS
1	89645	Module,Information,HD INC ORDER,Software Development System
1	95139	Module,Information,North,Operating System,United States

11 Comdata - Microsoft Analysis Server

System Summary

PowerEdge 6300
 Service Tag Number: H0G8L
 Express Service Code: Z8854681
 Ship Date: 11/27/99
 Dell IBO: N/A

This system does not have a current limited service contract.

TAG #

1001

below
still there
but
check

System Configuration As Shipped

Quantity	Part Number	Part Description
1	0431B	Kit Cable,Power Redundant,6300
1	0782D	Processor Module,800MHz,400M,512K,52,Server,B1
1	37087	Cable,Dorado/Athens/Tualatin/Almodor,SCSI3, Internal,P4300/P6300
1	4442C	Printed Wiring Assy,Controller Panel,System Board,PowerEdge
1	66680	Printed Wiring Assy,Platner (Motherboard),DESKUTES,P6300,PowerEdge
1	66584	Printed Wiring Assy,Memory Board, Memory,Card (Circuit),AGB,H6300,PowerEdge
1	07802	Printed Wiring Assy,Power Supply Paralleling Board,PowerEdge
1	6542C	Cable,SCSI-1,Internal,P4300/P6300
3	66800	Power Supply,320W,3.5V,Power Factor Correction,BLIND
1	60668	Printed Wiring Assy,Platner (Motherboard),Hot Plug PCI (PC Interface),P6300,PowerEdge
1	2433E	Kit,Compact Diskette,DVGEN/P3.2,England/English,1.2,1
1	2842C	Card,Power,1MB,SFEM,P4330/P6300
3	48430	Card,Power,1GB,XENMEMB+
1	64191	Mouse,Personal System 2,SP,2BTN,LOGITECH
1	0338C	Uninterruptible Power Supply,1400,120V,Stand Alone,Black
1	8236C	Processor,940,4P,Voltaire,Merlin/Almodor,SCSI3,Internal,600MHz
4	24383	Dual In-Line Memory Module,256,50M,32K*2,4K,166,BFD
1	5120C	Printed Wiring Assy,Interface,Backplane,1X6,UL3,PowerEdge
3	66892	Printed Wiring Assy,Platner (Motherboard),TERMR (FRD),P6300,PowerEdge
1	0703C	Compact Disk Drive,800M,S.E.25" Form Factor,Half Height,No Controller/No Cables,14/32X,Black
1	22794	Display,Multitouch,Color,15,Dual(A28FL),Government Services Agency,United States
1	14024	Cable,Dorado/Athens/Tualatin/Almodor,34P, Flat,Floppy Drive,P4300/P6300
1	3201D	Floppy Drive,1.44M,3.5" Form Factor,Half Height,No Controller/No Cables,3MD,NEC,Black
2	7542C	Cable,Dorado/Athens/Tualatin/Almodor,SCSI3, INT/EXT,P4300/P6300
4	0731C	Hard Drive,1HG,3.5,3.5" Form Factor,Half Height,80P,LVD,10K,SEAGATE
1	12061	Card (Circuit),Network,Ethernet,PC Interface,PRO100+,AET
1	80628	Kit,Documentation,New Technology Servers,V4.0,Compact Diskette w/Documentation,SP3,England/English

11 **Copydata I - Microsoft Analysis Server**

1	4969D	Assembly Card (Circuit),PERC,PC/PS,UC77,P6300
2	58774	Single In-Line Memory Module 16-60N 4X36,Flash Power,72,RAID01
1	8574D	Technical Sheet, Firmware,PERC,Update,WEST

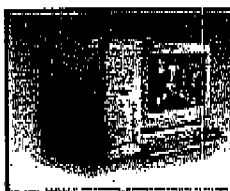
12: Webserver - Webserver4, Production

System Summary					
PowerEdge 2400					
Service Tag Number					
Express Service Code:					
Ship Date			3/1/2000		
Dell IBU			N/A		
Current Limited Warranty Coverage	Provider	Start Date	End Date	Days Left	
Next Business Day	WANG	3/1/2001	3/1/2003	150	

System Configuration As Shipped		
Quantity	Part Number	Part Description
1	09JFI	Printed Wiring Assy,Planar (Motherboard),2CPU,133 RVPLT,P2400
1	1477R	Assmblly,Cable Dorado/Alhena/Tualatin/Almodor,S3,Internal,Twisted Pair,10
1	1900C	Cable,Dorado/Alhena/Tualatin/Almodor,S0P,Internal,S,Terminal,P2300
1	3450R	Processor Module,80525,500M,512K,SL1,KC0
1	8614B	Printed Wiring Assy,Controller,Panel,System Board,P2300
2	5126P	Cord,Power,125V,6FT,SUT,Unshielded
1	84191	Mouse,Personal System 2,6P,2BTN,LOGITECH
2	1858D	Power Supply,3'0,Power Factor Correction,EDGE-CON,Redundant
1	3946D	Printed Wiring Assy,Power Supply Parasitng Board,Power Supply,Passive,PowerEdge
1	8383P	Klt,Cable,Power Power Supply Distribution Board,P2400
1	4939R	Keyboard,104,6P,United States,RubberDome,SK8000
1	9912P	Printed Wiring Assy,Planar (Motherboard),TER4R CRD,Processor,Optiplex
4	94PXC	Dual In-Line Memory Module,256,133M,32X72,4K,168,RG2
1	4126D	Printed Wiring Assy,Interface,Backplane,1X6,Ultra to ludo,PowerEdge
1	6582R	Assmblly,Cable,Hard Drive,BKPLN-PLN,9,75
1	5060V	Compact Disk Drive,S,5,25" Form Factor,Half Height,1740X,NEC,Black,Electro Mechanical Compatible
1	3201D	Floppy Drive,1.44M,3.5" Form Factor,Half Height,No Controller/No Cables,3MD,NEC,Black
1	86279	Cable,Dorado/Alhena/Tualatin/Almodor,Floppy Drive
2	9576P	Hard Drive,18.2G,S,3.5" Form Factor,1IN,80P,10K,SEAGATE
1	07221	Klt,Documentation,New Technology Servers,V4.0,Compact Disk to w/Documentation,SP5,England/English
2	3710T	Card (Circuit) Network,PC Interface,INTEL,PRO 100+

13 Webserver - LIS-DEV, Development

System Summary



Dimension XPS R
 Service Tag Number:
 Express Service Code:
 Ship Date: 12/10/1998
 Dell SKU: N/A

This system does not have a current limited service contract.

System Configuration As Shipped

Quantity	Part Number	Part Description
1	11722	Processor Module, 80523, 450M, 512K, SLOT 1
1	25319	Card (Circuit), Printer (Motherboard) W/SOUND, Dimension, FOX
1	9228C	Power Supply, 200W, Standard, 3V, 20+6, 1.2A
1	31324	Card, Power, 6FT, 5/1
1	3253E	Mouse, Personal System 2, 6P, 2BTN/WHL, Intelligent, Milliseconds
1	6939C	Kit, Mouse, Driver, Milliseconds, V2.2A, Multiple
1	26019	Pad, Mouse, Canada/Canadian
1	1435C	Keyboard, 104, 6P, United States, Windows 95, RubberDome, CMOS3
1	25515	Dual In-Line Memory Module, 128, 100M, 16X64, 4K, 168
1	6278C	Kit, Speaker, Multi-Media, Harmon Kardon, 120 w/60H
1	1594C	Modem, 56K, Internal, 3COM, PYTHON, V.90
1	1944E	Kit, Modem, 56K, PYTHON, V.90, Dimension
1	5740C	Cable, Auxiliary, Internal, Modem, 4C
1	57589	Cable, Audio, MOLEX TO MOLEX
1	9782D	Compact Disk Drive, 660M, IDE (Integrated Drive Electronics), 5.25" Form Factor, 17/41X, NEC, 3.04
1	98483	Cable, Dorado/Athens/Turkain/Almodor, Compact Disk Drive, EIDE (Enhanced Integrated Drive Electronics), Dual, Kingor
1	0635D	Card (Circuit), CRPHC, Video, 8M, STB, Dimension, 95MHz
1	84779	Display, Multicolor, Color, 17, Dual, D1026L, United States
1	7950D	Floppy Drive, 1.44M, 3.5" Form Factor, Half Height, No Bazel, 2MD, TEAC
1	98480	Cable, Dorado/Athens/Turkain/Almodor, Floppy Drive, Kingor
1	3757C	Hard Drive, 10GB, IDE (Integrated Drive Electronics), 3.5" Form Factor, 1IN, No Controller/No Cables, MKTSTL
1	07178	Cable, Dorado/Athens/Turkain/Almodor, Hard Drive, EIDE (Enhanced Integrated Drive Electronics), Dual, KLNR, 13"
1	0767C	Kit, Software, SBE97.2, Compact Diskette w/Documentation, United States, Original Equipment Mfg.
1	09931	Kit, Software, BSHHELP98, Compact Diskette w/Documentation, United States, Original Equipment Mfg.
1	6618D	Kit, Software, Connect Direct, V2.0, United States, Original Equipment Mfg.
1	9805C	Kit, DDC/DSK, Windows 98, Compact Disk Drive, England/English
1	3643C	Card (Circuit), Network, Internal, 3C905B-TX-NM

Tag # 1167

2

Jane Outley

System Summary

Dimension	4300S			
Service Tag Number	4X4G811			
Express Service Code	10709988517			
Ship Date	2/19/2002			
Del IBU	N/A			
Current Limited Warranty Coverage	Provider	Start Date	End Date	Days Left
Next Business Day	BSC	2/19/2002	2/20/2003	141
Next Business Day	BSC	2/20/2003	2/19/2005	730

still exists


System Configuration As Shipped

Quantity	Part Number	Part Description
1	DW073	Printed Wiring Assy,Plaver (Motherboard),Audio,4300S
1	JK363	Processor,80531,1.6G,0.400P88,SKN,DD
1	9C467	Keyboard,104,6P,United States,SK,ITEK,Midnight Gray
1	739HE	Mouse,Personal System 2.6P,2BTN,Wheel,1.3A,Miliseconds,Midnight Gray
1	1D430	Kit,Speaker,110,Harman Kardon (Midnight Gray Speakers),Dell America Organization
1	34E9X	Compact Disk Drive,128K,IDE (Integrated Drive Electronics),5.25" Form Factor,48X,Length, Long,2402B,Chassis 2001
1	9K100	Card (Circuit),GRAPHIC,32MB,ATI,Low Profile,Second
1	1K304	Floppy Drive,1.44M,3.5" Form Factor,3MD,No Bezel,TEAC,V3,Chassis 2001
1	3J670	Hard Drive,40G,IDE (Integrated Drive Electronics),Half Height,7.2K,40G/P,SGT-SNO
1	6E756	Kit,Software,OfficeXP Professional,5.25" Form Factor,Original Equipment Mfg.,England/English
1	1F750	Kit,Software,Overpack,Windows 2000 Professional,SP2,5.25" Form Factor,England/English
1	7C712	Card (Circuit),Network,Ethernet,10/100,CNET TECHNOLOGY INC,Revision
1	4B4JW	Dual In-Line Memory Module,256,133M,32X64,4K,168

Tag # 1168

3 **Katie Mullaly**

System Summary

	Dimension 43063
	Service Tag Number: 1X4G811
	Express Service Code: 4179641509
	Ship Date: 2/19/2002
	Dell IBU: N/A

*5/11
07/15/03*

Current Limited Warranty Coverage	Provider	Start Date	End Date	Days Left
Next Business Day	BSC	2/19/2002	2/20/2003	141
Next Business Day	BSC	2/20/2003	2/19/2005	730

System Configuration As Shipped

Quantity	Part Number	Part Description
1	0M075	Printed Wiring Assy,Planar (Motherboard),Audio,43063
1	3K363	Processor,PIES1,1.8G,0,400FSB,5M,DD
1	9C487	Keyboard,104,CP,United States,SILITEK,Midnight Gray
1	735HE	Mouse,Personal System 2,CP,2BTN,Wheel,1.3A,Miliseconds,Midnight Gray
1	1D430	KL,Speaker,110,Harman Kardon (Midnight Gray Speakers),Dell Americas Organization
1	346WX	Compact Disk Drive,128K,IDE (Integrated Drive Electronics),5.25" Form Factor,48X,Length, Long,8482B,Chassis 2001
1	9K100	Card (Circuit),GRPHC,32MB,ATI,Low Profile,Second
1	1K304	Floppy Drive,1.44M,3.5" Form Factor,3MD,No Bezel,TEAC,V3,Chassis 2001
1	3J670	Hard Drive,40G,IDE (Integrated Drive Electronics),Half Height,7.2K,400/P,SGT-SNO
1	6E768	Kit,Software,OfficeXP Professional,5.25" Form Factor,Original Equipment Mfg., England/English
1	1F756	Kit,Software,Overpack,Windows 2000 Professional,SP2,5.25" Form Factor,England/English
1	7C712	Card (Circuit),Network,Ethernet,10/100,CNET TECHNOLOGY INC,Revision
1	48VJW	Dual In-Line Memory Module,256,133M,32X64,4K,186

EXHIBIT A (continued)**Attachment A-2****DW SYSTEM DESCRIPTION****Overview and Diagram of the LifeMetrix Data Warehouse System**

The Data Warehouse ("DW") is a central repository of electronic information that has been extracted from various data sources in a variety of formats and transformed into a uniform, queryable storage format (altogether, the "DW System"). The DW system stores data that has been obtained from complex transaction data sources, in a format referred to as the "Online Transactional Processing" (OLTP) structure, and transformed into the more efficient storage and layout format called "Online Analytical Processing" (OLAP) structure. OLTP system structures are intended to optimize the function of performing update, insert, and delete operations. OLTP systems typically are inefficient for reporting and analysis in large data volumes. OLAP systems are denormalized in order to minimize table joins and to maximize query performance. OLAP systems commonly will contain pre-summarized data or have limited detail. The DW is designed to store Health Insurance medical and pharmaceutical claims data (referred to as "claims data"). Currently, the DW is comprised of a database of cancer-related claims data obtained from Quality Oncology, Inc. ("QO") collected by Matria and/or QO through QO's ClaimsQA system and delivered to the DW.

Cancer-related claims data (from data sources such as QO) can be loaded into the DW's star schemas through a proprietary load process. The load plans and procedures for the DW were developed in-house and consist of stored procedures that are programmed in Microsoft's transact SQL (T-SQL) language. The DW is then used as the source for building cancer specific data marts. The topics that these data marts support range from a type of cancer, such as breast or colorectal, to a specific study of a subset population, such as anti-emetic users. A data mart is referred to as a mini-data warehouse that contains a subset of data from the data warehouse. The star schemas that have been developed for the data marts cover the following subject matter areas: Chemo, Emergency Room and Hospital Visits (ER / IP), Retail Pharmacy, Patient Characteristics, Treatment Modalities, Service Cost, and Utilization and Costs. Microsoft Analysis Services is used to create multidimensional databases and cubes to summarize data to provide enhanced query performance and analysis capabilities.

Summary of third parties tools used to develop the DW System

- Microsoft Tools
 - Microsoft SQL 2000
 - Microsoft Analysis Services 2000
 - Microsoft Internet Information Server (IIS) 5
 - Microsoft Visual Studio 6
 - Microsoft FrontPage 2000
- Data Junction 7
- ProClarity Professional 5

The following diagram shows how claims data flows through the data warehouse system

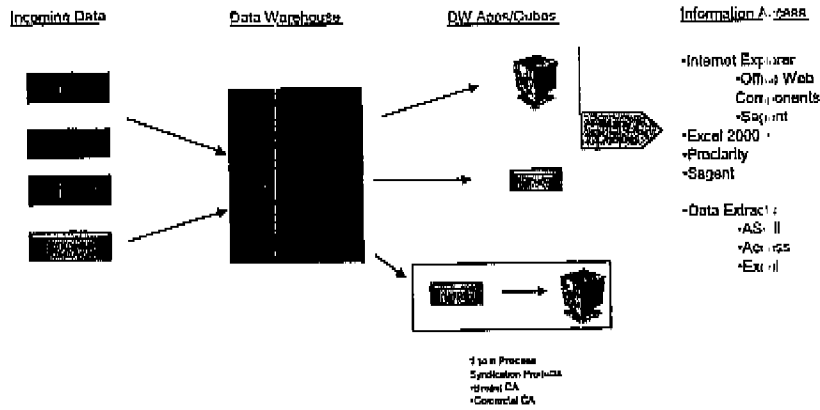


EXHIBIT A (continued)**Attachment A-3****DESCRIPTION OF OIS/OSR****The OncologyInsight Series™****Introduction**

The OncologyInsight Series™ consists of tumor-specific reports (which are retrospective analyses), based on data from nationally representative samples. Each report indicates patterns of care, across settings, across specialties, and over time. The reports also itemize the treatments received and the total cost of care. Each report is designed to be available in print and on-line. The on-line version is designed to contain more analyses and to facilitate direct query.

Report Overview

Each report in The OncologyInsight Series™ has been divided into four (4) core sections including patient characteristics, patterns of care, treatment specifics, and measures of resource utilization including cost. Within each section, separate analyses are stratified by patient age, gender, extent of disease, comorbidity status, and insurance type.

Characteristics of the Data

The OncologyInsight Series™ contains the health history for tens of thousands of cancer patients, and tracks the progression of patients over time, through the sequence of encounters, settings, treatments, and costs.

Methodology

Each OncologyInsight Series™ report is intended to provide a comprehensive review of a specific tumor type. The findings are applicable to several functional areas within any oncology company, whether established or emergent. This oncology information product uses data to focus on longitudinal patterns of care or cost of care.

FEATURES	
Data Source	Claims
Quantitative	✗
Projectable	✗
Longitudinal	✗
All Settings	✗
Specialties	✗
Procedures	✗
Facilities	✗
Treatments	✗

Exhibit A
Page 17 of 18

Regimens	x
Drug Dose	
Costs	x

The Oncology Series Reports (OSR)

The Oncology Series Reports (OSR) in its "as is" state is an unfinished web-based software application that was being developed for the purpose of storing information from the Integrated Care Management (ICM) system's "Notes" fields into a relational database structure. The OSR was intended to gather information from ICM and other sources. The primary source of data was intended to be a database created to compile all the data from various ICM databases. In its current state, the OSR has no connectivity to ICM and only a small amount of data has been manually inputted into the database. Development of OSR was suspended before the reporting function was completed.

The intended schema for the OSR application is as follows:

ICM Systems

- Managed Care Organizations
- Medical Oncologists
- Integrated Health Networks
- Hospitals

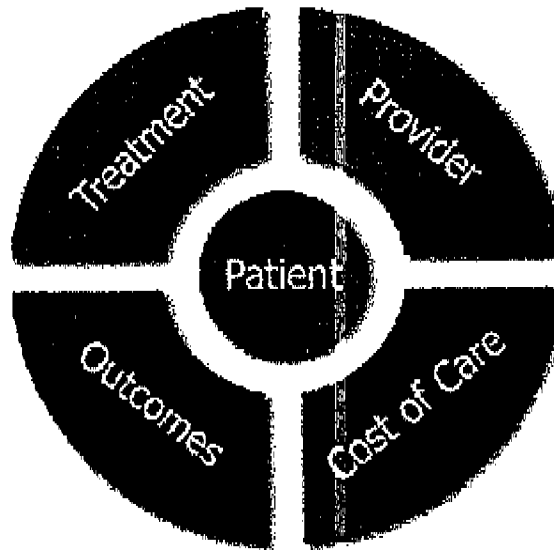
OSR System

- Patient Clinical Data
- Web-based

Claims

Inpatient Hospital

- Treatments
- Labs
- Microbiology



Data Warehouse

Schedule 2 UCC-1 Financing Statement

[Redacted]
[Redacted]
[Redacted]

UCC FINANCING STATEMENT

John A. Knud, Esquire 202 298 2535
Lower D. Tumbul, Esquire
Garvey Schubert Barer
5th Floor, Flour Mill Building
1000 Potomac Street N.W.
Washington, D.C. 20007-1729

THIS SCHEDULE 2 IS FOR USE IN OFFICE USE ONLY

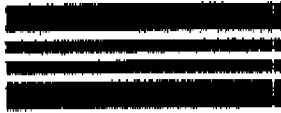
1. COLLATERAL	2. DEBENTURE	3. SECURITY AGREEMENT	4. SECURITY AGREEMENT	5. SECURITY AGREEMENT
Managed Care Measures, LLC				
1000 Centre Boulevard 77-3611 RD	Martin	VA	253	USA
LifeMark, Inc.				
1430 Spring Hill Road, Suite 100	Spring Hill	VA	2102	USA

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

1. Filing jurisdiction	2. Filing date	3. Filing time	4. Filing office	5. Filing status	6. Filing type	7. Filing fee	8. Filing cost	9. Filing agent	10. Filing agent address	11. Filing agent phone	12. Filing agent fax	13. Filing agent email	14. Filing agent website	15. Filing agent URL
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FILED IN THE OFFICE OF THE CLERK OF THE SUPREME COURT OF THE STATE OF VIRGINIA

Schedule 2 UCC-1 Financing Statement



UCC FINANCING STATEMENT

1. NAME OF FINANCING STATEMENT GRANTEE (SEE INSTRUCTIONS)

John A. Knab, Esquire 202 296 2536

2. ADDRESS OF GRANTEE (SEE INSTRUCTIONS)

**Lowell D. Turnbull, Esquire
Garvey Schubert Barer
5th Floor, Flour Mill Building
1000 Potomac Street N.W.
Washington, D.C. 20007-1729**

THE ABOVE SPACE IS FOR FINANCING STATEMENT GRANTEE USE ONLY

3. IDENTIFY EACH COLLATERAL ITEM (SEE INSTRUCTIONS)		4. UCC FILING NUMBER	5. FILING DATE	6. FILING OFFICE	7. COLLATERAL TYPE
1. Managed Care Measures, LLC					
2. 108-1 Centre Boulevard	Marion	AL	05	53	USA
3. LifeMetrix, Inc.					
2. 1430 Spring Hill Road, Suite 100	McLean	VA	22	02	USA

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

1. FILING OFFICE	2. FILING DATE	3. FILING NUMBER	4. FILING TYPE	5. FILING STATUS	6. FILING OFFICE	7. FILING DATE	8. FILING NUMBER	9. FILING TYPE	10. FILING STATUS
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FILED OFFICE COPY - THE ABOVE UCC FINANCING STATEMENT IS FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

Schedule 3
PTO Statement-Patents

[See attached]