

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
Infinity HealthCare, Inc.		11/18/2002	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	EMSystem LLC
Street Address:	1035 West Glen Oaks Lane
Internal Address:	Suite 101
City:	Mequon
State/Country:	WISCONSIN
Postal Code:	53092
Entity Type:	limited liability company: WISCONSIN

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2301047	EMSYSTEM

CORRESPONDENCE DATA	
Fax Number:	(414)291-5816
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414-273-1300
Email:	rjb@mtfn.com
Correspondent Name:	Meissner Tierney Fisher & Nichols S.C.
Address Line 1:	111 East Kilbourn Avenue
Address Line 2:	19th Floor
Address Line 4:	Milwaukee, WISCONSIN 53202-6622

NAME OF SUBMITTER:	Randal J. Brotherhood
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Total Attachments: 4 source=13E9#page1.tif source=13E9#page2.tif source=13E9#page3.tif source=13E9#page4.tif

OP \$40.00 2301047

ASSIGNMENT AND ASSUMPTION AGREEMENT

Agreement made this 14 day of Nov, 2002 by and between Infinity Healthcare, Inc., an Illinois corporation ("Assignor") and EMSSystem LLC., a Wisconsin limited liability company ("Assignee").

Recitals

Assignor has developed, and continues to develop, a web-based computer service which permits the collection and reporting of resource management information for use, on a web-based, inter-linked basis, by and between hospitals and other emergency medical health care or service providers, emergency government agencies, public health agencies and law enforcement agencies to facilitate optimal access to and use of emergency medical resources (the "EMSystem®"). Among Assignor's various business activities, Assignor licenses the EMSystem® to various types of users and is continually developing improvements to the EMSystem® in order to improve and expand its functions and utility, including, without limitation, its current development of a component thereto which permits such users to collect, analyze, integrate and report patient symptom, triage and other patient encounter data for various public health and safety purposes. In this regard, Assignor has created Assignee as a wholly-owned subsidiary for the purpose of Assignee's owning, operating and further developing the EMSystem® business as a separate entity. To that end, Assignor and Assignee are entering into this Agreement for the purpose of Assignor's assigning those of its assets comprising the EMSystem® to Assignee, all on the terms and conditions set forth herein.

Agreement

In consideration for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Assets. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to all of its assets comprising the EMSystem®, such assets consisting of the assets listed on Exhibit A (the "Assigned Assets") attached hereto.

2. Assignment and Assumption of Assignor's Interest in Agreements. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the agreements listed in the attached Exhibit B (the "Assigned Contracts") and Assignee hereby assumes and agrees to perform all of the terms, covenants and conditions contained in the Assigned Contracts arising from and after the date hereof.

In witness whereof, the parties have executed this Agreement as of the date first above written.

Infinity Healthcare, Inc.

EMSystem LLC

By: 

Thomas A. Reminga, M.D.
President

By: 

Edward N. Barthell, M.D.
Manager

EXHIBIT A
(Assigned Assets)

[REDACTED]

EMSYSTEM® federal trademark registration Reg. No. 2301047.

[REDACTED]