

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

### 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.

1. Name of conveying party(ies):  
 LifeMetrix, Inc. and LifeMetrix Information Services, Inc.  
 1430 Spring Hill Rd., #106, McLean, VA 22102

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: LMI Liquidating Trust  
 Internal  
 Address: Suite 106  
 Street Address: 1430 Spring Hill Rd.  
 City: McLean State: VA Zip: 22102

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Trust

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 03/29/04

4. Application number(s) or registration number(s):  
 A. Trademark Application No. (s) N/A

B. Trademark Registration No. (s) ONCOLOGYINSIGHT  
SERIES, THE 2680123; TRIALMATCH 2564740

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: John A. Knab, Esq.  
 Internal Address: \_\_\_\_\_  
 Street Address: Garvey Schubert Barer  
1000 Potomac Street, NW - 5th Floor  
 City: Washington State: DC Zip: 20007

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$ \_\_\_\_\_  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature  
Eugene N. Langan      Eugene N. Langan      4/5/04  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 9

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

OP \$65.00 2680123

## FINAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS FINAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into by and between LifeMetrix, Inc., a Delaware corporation ("Assignor") and LMI Liquidating Trust, a Delaware statutory trust ("Assignee"), as of March 29, 2004.

### WITNESSETH:

**WHEREAS**, Assignor is a corporation in dissolution pursuant to that certain Plan of Complete Liquidation (the "Plan") adopted by the Assignor on December 19, 2002 and that certain Certificate of Dissolution filed with the Secretary of State of Delaware, on December 24, 2002;

**WHEREAS**, pursuant to the Plan, Assignee has been organized as a Delaware statutory trust for the purpose of serving as the liquidating trust for Assignor;

**WHEREAS**, pursuant to the Plan, the Assignor assigned certain assets to Assignee and the Assignee assumed certain liabilities from Assignor, pursuant to the Liquidating Trust Agreement, dated December 20, 2003 (the "Trust Agreement");

**WHEREAS**, pursuant to the Plan, the Assignor assigned certain assets to Assignee and the Assignee assumed certain liabilities from Assignor, pursuant to that certain Assignment and Assumption Agreement, dated January 31, 2003 (the "Second Assignment");

**WHEREAS**, in accordance with the Plan, from time to time in 2003, Assignor assigned to Assignee and Assignee assumed, certain assets and liabilities, such as: (a) certain office furniture and equipment, (b) cash in the amount of \$800,000, and (c) 130,255 shares of Matria common stock, on October 20, 2003;

**WHEREAS**, pursuant to the Plan, the Assignor also retained certain assets and liabilities, and had received certain assets and liabilities from its wholly-owned subsidiaries, according to those certain assignment and assumption agreements with such subsidiary corporations (altogether, the "Remaining Assets" and the "Remaining Liabilities," respectively), for the purpose of disposing of such Remaining Assets and Remaining Liabilities;

**WHEREAS**, in connection with that certain Closing Agreement Relating to Sale and Purchase of Assets, dated December 16, 2003, by and among Managed Care Measures, LLC ("MCM"), Assignor and LifeMetrix Information Services, Inc., substantially all of the Remaining Assets of Assignor were sold to MCM (the "MCM Transaction") for the purchase price of \$300,000, of which \$125,000 had been paid by the Closing Date, \$100,000 is to be paid by March 31, 2004 and \$75,000 is to be paid by July 31, 2004 (the last two payments are the "MCM Payments"); and

**WHEREAS**, on December 31, 2003, Assignor assigned and transferred to the Assignee, and the Assignee received and assumed from Assignor, the Assignor's final assets (including, but not limited to, the MCM Payments, cash, trade names, security interests on file with the USPTO, UCC liens, databases, Internet domain names, other receivables, contract rights, common law

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rights, and other rights) (collectively, the "Final Assets") and the Assignor's final liabilities, obligations, responsibilities and duties (collectively, the "Final Liabilities");

**WHEREAS**, Assignor and Assignee now desire to confirm and memorialize the assignments and assumptions made from time to time in 2003, not made or memorialized in the Trust Agreement and the Second Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor assigned, transferred, conveyed and delivered to Assignee in 2003:

(a) (i) certain office furniture and equipment, effective as of the date of transfer of any such furniture or equipment, (ii) cash in the amount of \$800,000, and (iii) 130,255 shares of Matria common stock, effective on October 20, 2003; and

(b) effective as of December 31, 2003, all of the Final Assets, including, without limitation, the MCM Payments, cash, trade names, databases, Internet domain names, other accounts receivables, security interests in trademarks and patents or patent applications, such as those on file with the U.S. Patent and Trademark Office ("USPTO"), as represented by the two (2) USPTO Notice of Recordation and Assignment Documents attached hereto as Exhibits 1 and 2, UCC liens, such as the UCC Financing Statement filed with New Jersey, attached hereto as Exhibit 3, contract rights, statutory rights, and common law rights, whether identified here or not, such that, in accordance with the Plan, the Assignor thereafter retained no assets or liabilities of any kind, and Assignee acquired and assumed all assets and liabilities of the Assignor.

2. Assumption. Assignee assumed and agreed to perform and discharge in 2003:

(a) (i) certain office furniture and equipment, effective as of the date of transfer of any such furniture or equipment, (ii) cash in the amount of \$800,000 and (iii) 130,255 shares of Matria common stock, effective on October 20, 2003; and

(b) effective as of December 31, 2003, all of Assignor's Final Assets and Final Liabilities, whether identified here or not, such that, in accordance with the Plan, the Assignor thereafter retained no assets or liabilities of any kind, and Assignee acquired and assumed all assets and liabilities of the Assignor.

3. Further Assurances. Each party hereto agrees from time to time, subsequent to the date hereof, to execute and deliver or cause to be executed and delivered such instruments or further assurances as may, in the reasonable opinion of the other party, be necessary or desirable to give effect to the provisions of this Agreement. The Assignor does hereby constitute and appoint Assignee and its successors and assigns its true and lawful attorney-in-fact, with full power of substitution and on behalf of the Assignor, or for its own use, to claim, demand, collect

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to give effect to the provisions of this Agreement. The Assignor does hereby constitute and appoint Assignee and its successors and assigns its true and lawful attorney-in-fact, with full power of substitution and on behalf of the Assignor, or for its own use, to claim, demand, collect and receive, at any time and from time to time, any and all of the rights and obligations hereby assigned, transferred, conveyed and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

4. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

5. Governing Law. The validity and effect of this Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

6. Amendments. No amendment to the terms and conditions of this Agreement shall be valid and binding on the parties hereto unless made in writing and signed by an authorized representative of each of the parties.

7. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meaning given such terms in the Purchase Agreement.

8. No Effect on Other Agreements. Except as expressly provided herein, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions of any other agreement including, without limitation, the representations, warranties, covenants and agreements of any of the parties thereto.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first above written.

**LIFEMETRIX, INC.**

By: Eugene N. Langan  
Name: EUGENE N. LANGAN  
Title: PRESIDENT

**LMI LIQUIDATING TRUST**

By: Eugene N. Langan  
Name: EUGENE N. LANGAN  
Title: TRUSTEE / TRUST ADM.

**TRADEMARK**  
**REEL: 002830 FRAME: 0610**

2194813-8

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER (optional)**  
**John A. Knab, Esquire 202.298.2536**

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

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

DEPARTMENT OF TREASURY  
 UCC SECTION  
 FILED  
 2003 DEC 19 P 9 00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

**1a. ORGANIZATION'S NAME**  
**Managed Care Measures, LLC**

**OR**

**1b. INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

**1c. MAILING ADDRESS** CITY STATE POSTAL CODE COUNTRY  
 108-I Centre Boulevard Marlon NJ 08053 USA

**1d. TAX ID # SSN OR EIN** ADDL INFO RE ORGANIZATION DEBTOR **1e. TYPE OF ORGANIZATION** **1f. JURISDICTION OF ORGANIZATION** **1g. ORGANIZATIONAL ID #, if any**  
 22-3617763 NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

**2a. ORGANIZATION'S NAME**

**OR**

**2b. INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

**2c. MAILING ADDRESS** CITY STATE POSTAL CODE COUNTRY

**2d. TAX ID # SSN OR EIN** ADDL INFO RE ORGANIZATION DEBTOR **2e. TYPE OF ORGANIZATION** **2f. JURISDICTION OF ORGANIZATION** **2g. ORGANIZATIONAL ID #, if any**  
 NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)**

**3a. ORGANIZATION'S NAME**  
**LifeMetrx, Inc.**

**OR**

**3b. INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

**3c. MAILING ADDRESS** CITY STATE POSTAL CODE COUNTRY  
 1430 Spring Hill Road, Suite 106 McLean VA 22102 USA

**4. This FINANCING STATEMENT covers the following COLLATERAL:**

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	<input checked="" type="checkbox"/> SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS of the State of	7. Check to REQUEST SEARCH REPORT(S) OR FINDER(S) (ADDITIONAL FEE) (optional)	8. OPTIONAL FILER REFERENCE DATA	9. All Debtors	Debtor 1	Debtor 2	

EXHIBIT 3  
 TRADEMARK  
 REEL: 002830 FRAME: 0611

**Exhibit A  
To UCC-1**

All of the properties, assets and rights of the Debtor described below:

- (a) The LISI Clinical Data Warehouse (ADMDW) and Claims Data Warehouse (the "Data Warehouse," the "Data Warehouse Assets," or the "DW"), including the proprietary technology and star schemas, as well as existing data contained therein, as described in Attachment A-2 to Exhibit 1.1(a) of that certain Closing Agreement Relating to Sale and Purchase of Assets, dated December 12, 2003 (the "Purchase Agreement").
- (b) The computers and other capital equipment related to the Data Warehouse (the "Equipment"), including without limitation the items described on the Hardware Inventory attached to Attachment A-1 to Exhibit 1.1(a) of the Purchase Agreement.
- (c) The rights of the Licensors under that certain 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.
- (d) The rights of the Licensees under that certain 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.
- (e) 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.
- (f) 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.
- (g) Trialmatch.com," registered as a domain name of American Disease Management, Inc. (the former name of Seller) with Verisign/Network Solutions.
- (h) "Ask a Trial Nurse" database of Q&As.
- (i) The Oncology Insight Series™ (OIS) product (as described in Attachment A-3 to Exhibit 1.1(a) of the Purchase Agreement) and the trademark registered January 28, 2003 (Reg. No. 2,680,123) in the United States Patent and Trademark Office.
- (j) "OncologyInsightSeries.com" registered in the name of American Disease Management, Inc. (now, LifeMetrix, Inc.) with Verisign/Network Solutions.
- (k) The domain name/website <http://www.LMISOnline.com>.
- (l) The Oncology Data Marts and Data Cubes.
- (m) The Oncology Series Reports (OSR) product (as described in Attachment A-3 to Exhibit 1.1(a) of the Purchase Agreement), web application(s) and database(s).
- (n) All source code, object code and documentation for all of the above described assets, together with all copyrights therein and thereto.
- (o) All marketing materials relating to the Business or the above described assets.
- (p) Web designs, web pages, and websites, and all graphics, logos, tag lines, and electronic or digital artwork, relating to items (e), (g), (i), (j), (m) and (n) above.
- (q) 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.
- (r) All good will relating to the Business and the Business Assets, as such terms are defined in the Purchase Agreement.
- (s) Weblinking Agreement between LifeMetrix, Inc. and Quality Oncology, Inc., dated September 30, 2002, under which QO has a right to link to trialmatch.com. connection with TrialMatch™.

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