

RESUBMISSION

07-23-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/05)

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



11-19-03

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

The Duncan Group, Inc.
9302 North Meridian Street, Suite 350
Indianapolis, IN 46260

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

Citizenship (see guidelines)

Execution Date(s) November 7, 2003

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Medix Resources, Inc.

Internal Address: Suite 1830

Street Address: 420 Lexington Avenue

City: New York

State: New York

Country: USA Zip: 10170

- Association
 - General Partnership
 - Limited Partnership
 - Corporation
 - Other
- Citizenship Colorado

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2812608, 2812609

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Frontline Communications

Frontline Physicians Exchange

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

Name: Kevin N. Tharp

Internal Address: Fourth Floor

Street Address: 141 East Washington Street

City: Indianapolis

State: Indiana Zip: 46204

Phone Number: (317) 636-8000

Fax Number: (317) 636-8027

Email Address: ktharp@rbelaw.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501242

Authorized User Name Timothy D. Freeman

9. Signature: Kevin N Tharp
Signature

July 21, 2004
Date

Kevin N. Tharp
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/19/03

12-15-2003

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

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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):
 The Duncan Group, Inc.
 9302 North Meridian Street, Suite 350
 Indianapolis, IN 46260

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

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

2. Name and address of receiving party(ies)
 Name: Medix Resources, Inc.
 Internal
 Address: Suite 1830 NOV 19 2003

Street Address: 420 Lexington Avenue
 City: New York State: NY Zip: 10170

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

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

Execution Date: 11/07/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/494888,
76/494889

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Kevin N. Tharp
 Internal Address: RILEY BENNETT & EGLOFF, LLP
Suite 1810

Street Address: One American Square

City: Indianapolis State: IN Zip: 46282

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
501242

DO NOT USE THIS SPACE

9. Signature.

Timothy D. Freeman 11/13/03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 1

12/12/2003 ECOMPER 00000163 501242 76494888
01 FC:8521 40.00 DA
02 FC:8522 25.00 DA

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

TRADEMARK
REEL: 002900 FRAME: 0751

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made this 7th day of November, 2003 by and between The Duncan Group, Inc., an Indiana corporation ("Seller"), and Medix Resources, Inc., a Colorado corporation ("Buyer").

BACKGROUND

A. Seller and Buyer are parties to a certain Asset Purchase Agreement dated November 7, 2003 (the "Purchase Agreement") pursuant to which Seller agreed to sell to Buyer, and the Buyer agreed to purchase from Seller, the Purchased Assets. Capitalized terms used but not defined herein have the meanings set forth in the Purchase Agreement.

B. In accordance with Sections 2.1 and 2.2 of the Purchase Agreement, Seller has agreed to assign to Buyer all of Seller's rights, title, interest and obligations with respect to the Purchased Assets, Assumed Contracts, Assumed Leases, Assumed Loans and Assumed Liabilities.

C. In accordance with the Purchase Agreement, Buyer has agreed to assume and bear all of Seller's obligations contained in the Assumed Contracts, Assumed Lease, and Assumed Loans, and to satisfy all of the Assumed Liabilities.

D. Seller desires to assign its interest in the Purchased Assets, Assumed Contracts, Assumed Leases and Assumed Loans, and Buyer desires to accept such transfer, and bear and perform the Assumed Liabilities, according to the terms and conditions of this Agreement and the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. Assignment by Seller. Seller hereby unconditionally and irrevocably assigns, transfers and conveys to Buyer all of Seller's rights, title, interest, and obligations with respect to the Purchased Assets, Assumed Contracts, Assumed Leases, Assumed Loans and Assumed Liabilities defined in the Purchase Agreement, free and clear of any Encumbrances, other than those Permitted Encumbrances identified in the Purchase Agreement.

2. Assumption by Buyer. Buyer hereby accepts such assignment and transfer from Seller of Seller's rights, title, interest and obligations with respect to the Purchased Assets, Assumed Contracts, Assumed Leases and Assumed Loans. To the extent such obligations arise and are to be performed on or after the date hereof, but excluding any liability or obligation to a third party arising out of Seller's failure to obtain a required consent, Buyer hereby assumes all of the Assumed Liabilities by which Seller may be obligated and Buyer will promptly pay, perform and discharge all of the covenants and obligations of all such Assumed Liabilities, including all of the covenants, agreements and obligations contained in the Assumed Contracts, Assumed Leases and Assumed Loans to which Seller is a party.

3. Further Assurances. The parties hereto shall execute and deliver all such other and further documents and perform all further acts as may be reasonably necessary to effectuate the terms and provisions of this Agreement.

4. Successors and Assigns. The obligations assumed hereby shall be binding upon, and for the benefit of, Buyer's successors and assigns.

5. Counterparts. This Agreement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall constitute an

original, but such counterparts shall constitute one and the same instrument.

Signatures delivered by facsimile shall be binding to the same extent as an original.

6. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York without reference to principles of conflicts of law.

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

THE DUNCAN GROUP, INC. D/B/A
FRONTLINE PHYSICIANS EXCHANGE
AND FRONTLINE COMMUNICATIONS

By: _____

Its: _____

MEDIX RESOURCES, INC.

By: 

Its: President


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original, but such counterparts shall constitute one and the same instrument. Signatures delivered by facsimile shall be binding to the same extent as an original.

6. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York without reference to principles of conflicts of law.

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

THE DUNCAN GROUP, INC. D/B/A
FRONTLINE PHYSICIANS EXCHANGE
AND FRONTLINE COMMUNICATIONS

By: 

Its: CEO.

MEDIX RESOURCES, INC.

By: _____

Its: _____

KNT/pas/4460-48/BE/1007.003