

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Bill of Sale and Assignment
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hyatt, Imler, Ott & Blount, Inc.		11/09/1999	CORPORATION: GEORGIA

RECEIVING PARTY DATA	
Name:	Minnesota Mining and Manufacturing Company
Street Address:	3M Center, 2501 Hudson Road
Internal Address:	Bldg. 220-11W-01
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55144
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2204633	DRG ASSURANCE

CORRESPONDENCE DATA	
Fax Number:	(651)736-3783
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	651-736-6989
Email:	trademarks@mmm.com
Correspondent Name:	James F. Voegeli
Address Line 1:	3M Center, 2501 Hudson Road
Address Line 2:	Bldg. 220-11W-01
Address Line 4:	St. Paul, MINNESOTA 55144

ATTORNEY DOCKET NUMBER:	33530
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NAME OF SUBMITTER:	Carrie E. Wolf
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Total Attachments: 6  
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## **BILL OF SALE AND ASSIGNMENT**

THIS BILL OF SALE AND ASSIGNMENT is executed and delivered this <sup>9~~th~~</sup> day of November, 1999, by and between MINNESOTA MINING AND MANUFACTURING COMPANY, a Delaware corporation ("3M"), HYATT, IMLER, OTT & BLOUNT, INC. ("HIOB"), a Georgia corporation, and INCOMPLIANCE SYSTEMS, LLC, a Georgia limited liability corporation ("InCompliance"), both parties HIOB and InCompliance are referred to herein collectively as the Seller ("Seller").

### **WITNESSETH:**

WHEREAS, 3M and Seller have entered into that certain Assets Purchase Agreement dated September 30, 1999 (the "Agreement"), pursuant to which 3M has agreed to acquire the operating assets of the Business (as such term is defined in the Agreement) for the consideration therein provided.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 3M and Seller hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

2. Sale of Assets. Seller hereby grants, sells, conveys, assigns, transfers and delivers to 3M all of Seller's right, title and interest in and to the Purchased Assets, free and clear of all mortgages, liens, security interests, claims, charges and encumbrances of any kind whatsoever.

3. Acceptance of Assignment. 3M hereby accepts the assignment of the Purchased Assets.

4. Excluded Assets. The Purchased Assets shall not include and 3M shall not purchase any of the items enumerated in Section 1.1.2 of the Agreement.

5. Miscellaneous.

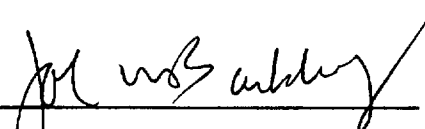
(a) All of the representations, warranties, covenants and agreements contained in the Agreement with respect to the Purchased Assets being sold, conveyed, assigned, transferred and delivered hereby shall survive the delivery of this Bill of Sale and Assignment and the Closing of the transactions referred to in the Agreement to the extent set forth in the Agreement.

(b) This instrument is being delivered pursuant to the Agreement and shall be construed consistent therewith. This instrument is not intended to, and does not, in any manner enlarge, diminish or modify the rights and obligations of the parties to the Agreement.

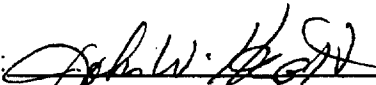
(c) This instrument shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed and delivered as of the day and year first above written.

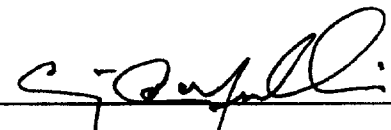
MINNESOTA MINING AND  
MANUFACTURING COMPANY

By:   
Its: Business Development Manager

HYATT, IMLER, OTT & BLOUNT, INC.

By:   
Its: President

INCOMPLIANCE SYSTEMS, LLC

By:   
Its: MANAGER

## ASSETS PURCHASE AGREEMENT

ASSETS PURCHASE AGREEMENT, dated as of September 30, 1999, by and between HYATT, IMLER, OTT & BLOUNT, INC. ("HIOB"), a Georgia corporation and InCompliance Systems, LLC, a Georgia limited liability corporation ("InCompliance"), both parties, HIOB and InCompliance are referred to herein collectively as the Seller ("Seller"), and MINNESOTA MINING AND MANUFACTURING COMPANY, a Delaware corporation ("Purchaser"), with reference to the following RECITALS:

A. Seller is principally engaged in the business of health care related consulting services and software development. Such business operations of Seller have been carried on as a distinct business under the corporate names of Hyatt, Imler, Ott & Blount, Inc. ("HIOB" and InCompliance Systems, LLC ("InCompliance")).

B. Purchaser is engaged, in part, in the business of health care software, and desires to purchase all of the above-described business operations of Seller. All of such business operations of Seller desired to be purchased by Purchaser hereunder are referred to herein as the "Business".

C. Subject only to the limitations and exclusions contained in this Agreement and on the terms and conditions hereinafter set forth, Seller desires to sell and Purchaser desires to purchase the Business, its operations, and the assets of Seller used therein.

NOW, THEREFORE, in consideration of the recitals and of the respective covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

### ARTICLE I - PURCHASE AND SALE

1.1 Agreement to Sell. At the Closing hereunder (as defined in Section 2.1 hereof) and except as otherwise specifically provided in this Section 1.1, Seller shall grant, sell, convey, assign, transfer and deliver to Purchaser, upon and subject to the terms and conditions of this Agreement, all right, title and interest, if any, of Seller in and to (a) the Business as a going concern, (b) the corporate names "Hyatt, Imler, Ott & Blount, Inc., Hyatt, Imler, Ott & Blount, P.C., HIOB, HIOB Consulting, and all variations thereof ("HIOB") and InCompliance Systems, LLC ("InCompliance") and all goodwill associated therewith except as provided in Section 1.1.2(b), and (c) all of the assets, properties and rights of Seller constituting the Business or used therein, of every kind and description, real, personal and mixed, tangible and intangible, wherever situated (which Business, name, goodwill, assets, properties and rights are herein sometimes called the "Assets"), free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever except for the restrictions under leases of premises and on the use of

software programs and related documents licensed from third parties and except for restrictions contained in the agreements with Arthur Andersen.

1.1.1 Included Assets. The Assets shall include without limitation the following assets, properties and rights of Seller used directly or indirectly in the conduct of the Business, except as otherwise expressly set forth in Section 1.1.2 hereof:

(a) all machinery, equipment, tools, furniture, furnishings, leasehold improvements, goods, and other tangible personal property ("Equipment");

(b) all supplies and office and other supplies ("Supplies");

(c) all consulting work in progress ("WIP");

(d) to the extent assignable by applicable law, all rights under any written or oral contract, agreement or lease identified in Schedule 1.1.1(d) ("Contracts") or under any 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 intellectual property owned by Seller ("Intellectual Property"), including

(i) all documents or other tangible materials embodying technology or intellectual property rights owned by or licensed to Seller and used in connection with the Business, whether such properties are located on Seller's business premises or on the business premises of Seller's suppliers or customers, including, without limitation all software programs owned by Seller (including both source and object codes) and software programs licensed to Seller (object code) and related documentation for software used in the conduct of the Business including, without limitation, those set forth in Schedule 1.1.1(e)(i); and

(ii) all rights in patents, patent applications, copyrights, mask works, trade secrets or other intellectual property rights owned by or licensed to Seller including, without limitation, those set forth in Schedule 1.1.1(e)(i); and

(iii) all rights in trademarks, service marks, tradenames and corporate names owned by Seller, whether registered or unregistered, including, without limitation, those set forth in Schedule 1.1.1(e)(iii), together with all good will associated therewith; and

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(iv) all rights to institute and maintain any action or investigation for and to recover damages for any past infringement of the foregoing Intellectual Property or any actions of unfair competition relating thereto.

(f) all of Seller's rights under any confidentiality, noncompetition, employee, proprietary information or similar agreements to the extent of such rights relate in any manner whatsoever to the Business;

(g) all rights under express or implied warranties relating to the Assets which are assignable;

(h) all other assets and properties reflected on the Closing Balance Sheet as defined in Section 1.7;

(i) all prepaid items, lease and other deposits, unbilled costs and fees which are assignable;

(j) all accounts, notes and other receivables; and

(k) all other information, files, books and records, data, plans, contracts and recorded knowledge of Seller, including customer and supplier lists, related to the foregoing assets.

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

(a) all cash, cash equivalents in transit or marketable securities, in hand or in bank or brokerage accounts;

(b) the corporate name HIOB Technologies, LLC, the trademark and trade name HIOB Technologies and the goodwill associated therewith, corporate seals, certificates of incorporation, minute books, stock books, tax returns, books of account or other records having to do with corporate organization of Seller, its financial records and its tax returns;

(c) the rights which accrue or will accrue to Seller under this Agreement;

(d) the rights to any of Seller's claims for any federal, state, local, or foreign tax refunds;

(e) the membership interests in HIOB Technologies, LLC, a Georgia limited partnership;

(f) any assets which are not assignable under applicable law or by contract and for which a consent is not obtained, except as otherwise herein provided; and

**Schedule 1.1.1(e)(iii)  
Tradenames, Trademarks, etc.**

- 1.1.1.(e)(iii)
  - **DRG ASSURANCE®**
  - RegCom™
  - AIM-Ambulatory Integrity Management<sup>SM</sup>
  - RatePlan™
  - Hyatt, Imler, Ott & Blount, Inc.
  - HIOB Consulting
  - Hosplan Micro Systems Inc.
  - InCompliance Systems. LLC

*am*