



## ASSIGNMENT AND CONTRIBUTION AGREEMENT

THIS ASSIGNMENT AND CONTRIBUTION AGREEMENT (this "Agreement") is effective as of this 1st day of January, 2004 by and between THE F. DOHMEN CO., a Wisconsin corporation ("Assignor"), and RESTAT, LLC, a Wisconsin limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor currently provides prescription benefit management services through its RESTAT division (the "Business");

WHEREAS, Assignor desires to restructure its corporate organization to more effectively carry out its business operations; and

WHEREAS, to effectuate this restructuring Assignor desires to assign and contribute all of its assets and liabilities relating to the Business to RESTAT, LLC in exchange for the entire membership interests of RESTAT, LLC (the "Membership Interests").

**NOW, THEREFORE, IT IS HEREBY AGREED:**

### AGREEMENT

1. Assignment and Contribution. Assignor hereby assigns, conveys and transfers the Business and all of Assignor's assets, properties and rights of any kind or nature (including, without limitation, all cash, receivables, inventory, prepaid expenses, fixed assets, leasehold improvements, patents, patent applications, trademarks, trade names and other intellectual property including goodwill throughout the world associated therewith, all rights under contracts, leases, licenses and permits, business records, customer and supplier relationships) related to the Business, all as the same exist on the date hereof, including, without limitation, those items set forth on Exhibit A attached hereto (the "Transferred Assets"), all as the same exist on the date hereof, to Assignee. The Transferred Assets are transferred AS IS, WHERE IS, with no representations or warranties whatsoever.

2. Assumption of Liabilities. Assignee hereby assumes and agrees to pay and discharge when and as due all liabilities and obligations of the Assignor arising out of, incurred in connection with or associated with the Business of whatever kind or nature, known or unknown, fixed or contingent, including, without limitation, all liabilities and obligations associated with the Transferred Assets (the "Assumed Liabilities"), except for federal and state income tax liabilities accruing prior to January 1, 2004 (the "Non-Assumed Liabilities"). The Assumed Liabilities shall include, without limitation, all liabilities relating to employee compensation, pension, profit-sharing, vacation, health insurance, disability insurance or other employee benefit plans and programs, worker's compensation, breach or negligent performance of any contract, or breach of warranty relating thereto, liabilities resulting from breach of contract, torts (including product liabilities), illegal activity, unlawful employment or business practice or any other liability or obligation whatsoever, excepting only the Non-Assumed Liabilities.

3. Employees. All employees of the Assignor relating to the Business shall be transferred to, and become employees of, the Assignee upon the execution of this Agreement. All such employees shall be given prior service credit towards eligibility and vesting under any benefit plan of Assignee for whatever years of service credit are relevant.

4. Assignment Documents; Consents. Assignor and Assignee shall, in cooperation with each other, execute and deliver to the other, from and after the effective time of this Agreement, for the benefit of each other, all documents of transfer or assumption necessary or desired by the other party to better evidence and perfect the transfer of title to the Transferred Assets and the Membership Interests.

5. Non-Assignable Items.

(a) To the extent that any interest in any of the Transferred Assets is not capable of being assigned, transferred or conveyed without the consent, waiver or authorization of a third person and such consent, waiver or authorization is not obtained, or if such assignment, transfer or conveyance or attempted assignment, transfer or conveyance would constitute a breach or default under, or permit a third person to terminate or cancel any such interest, this Agreement shall not constitute an assignment, transfer or conveyance of such interest, or an attempted assignment, transfer or conveyance of such interest (such interests being hereinafter collectively referred to as "**Restricted Interests**"). The entire beneficial interest in any Transferred Assets subject to a restriction as described above, and any other interest in such Transferred Assets which are transferable notwithstanding such restriction, shall be transferred from the Assignor to the Assignee as provided in this Section 5.

(b) Anything in this Agreement to the contrary notwithstanding, the Assignor shall not be obligated to transfer to the Assignee any Restricted Interests without the Assignee or the Assignor first having obtained all consents, waivers and authorizations necessary for such transfers. In consultation with the Assignee as to the practicalities of proposed actions, the Assignor shall use its best efforts to assist the Assignee in obtaining such consents, waivers and authorizations and to resolve any impracticalities of assignment referred to in this Section 5.

(c) To the extent that the consents, waivers and authorizations referred to in Section 5(a) hereof are not obtained by the Assignee or the Assignor, or until the impracticalities of transfer referred to therein are resolved, the Assignor shall use its best efforts to (i) provide to the Assignee, at the request of the Assignee and at the Assignor's expense, the benefits of any Restricted Interests, (ii) cooperate in reasonable and lawful arrangements designed to provide such benefits to the Assignee and (iii) enforce, at the request of the Assignee for the account of the Assignee, any rights of the Assignor arising from any Restricted Interests (including the right to elect to terminate in accordance with the terms thereof upon the advice of the Assignee).

6. Miscellaneous. This Agreement shall be governed by the laws of the State of Wisconsin, and shall not be amended, modified or changed without the written consent of both parties hereto. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No third party beneficiaries are

intended to benefit from this Agreement, and no third party rights shall be implied from anything contained in this Agreement.

7. Effective Time. This Agreement shall become effective as of 12:00 a.m. on the date first written above.

**[Signature Page Follows]**

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

**ASSIGNOR**

THE F. DOHMEN CO.

By:  \_\_\_\_\_

Its: Chief Financial Officer

**ASSIGNEE**

RESTAT, LLC

By:  \_\_\_\_\_

Its: Chief Financial Officer

**EXHIBIT A**  
**Transferred Assets**

**EXHIBIT A  
TRANSFERRED ASSETS**

<b><u>Trademark</u></b>	<b><u>Application/Registration No.</u></b>
Crescent Design	2,461,774
THE PATIENT CARE CONNECTION	2,459,799
RESTAT and Design	78/293,427
RESTAT and Design	1,908,726
REPORTAL	78/293,281
RESTAT	78/293,437

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