

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Asset Purchase Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comdisco Ventures, Inc.		03/04/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Medix Resources, Inc.
Street Address:	420 Lexington Avenue, Suite 1830
City:	New York
State/Country:	NEW YORK
Postal Code:	94118
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	76222697	EPHYSICIAN PRACTICE

CORRESPONDENCE DATA	
Fax Number:	(650)213-0277
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650)812-1300
Email:	patrademarks@manatt.com
Correspondent Name:	Manatt, Phelps & Phillips, LLP
Address Line 1:	1001 Page Mill Road, Building 2
Address Line 4:	Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	26409.030
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NAME OF SUBMITTER:	Charlotte C. Carberry, Paralegal
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<p>Total Attachments: 19</p> <p>source=COMDISCO MEDIX APA#page1.tif source=COMDISCO MEDIX APA#page2.tif source=COMDISCO MEDIX APA#page3.tif source=COMDISCO MEDIX APA#page4.tif source=COMDISCO MEDIX APA#page5.tif</p>
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EXECUTION COPY

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made as of March 4, 2003, by and among Comdisco Ventures, Inc., a Delaware corporation, with a mailing address at 1 Post Street, Suite 2600, San Francisco, CA 94104-5290 ("Seller") and Medix Resources, Inc., a Colorado corporation, with a mailing address at 420 Lexington Avenue, New York, New York 10170 ("Buyer") and T3 Group, LLC, a Delaware limited liability company, with a mailing address at 440 Locust Street, San Francisco, CA 94118 ("T3 Group").

WITNESSETH:

WHEREAS, Seller desires to transfer or convey to Buyer, on the terms and conditions set forth herein, certain of Seller's rights, property and assets owned by Seller that were formerly owned by ePhysician, Inc. ("ePhysician") and used by ePhysician prior to ePhysician's cessation of operations in its web-enabled computing products and communications services business as then conducted (the "Business");

WHEREAS, Seller has indicated that it acquired such assets pursuant to a secured party sale under Article 9 of the Uniform Commercial Code upon the enforcement of Seller's valid and duly perfected first priority security interest thereon, which security interest secured a duly enforceable obligation in favor of Seller that was in default; and

WHEREAS, Buyer wishes to purchase such assets from Seller, free and clear of liens and encumbrances as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties represent, warrant, covenant and agree as follows:

1. Transfer of Assets. Upon the terms and subject to the conditions of this Agreement, and on the basis of the representations, warranties and agreements contained herein, at the Closing (as defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, the following ePhysician assets upon which Seller foreclosed and which are located primarily at a warehouse at 261 East Harris Drive, South San Francisco, California 94080 and/or are in the custody of Abovncct, 150 South First Street, San Jose, CA 95113, all as more particularly described on Exhibit A annexed hereto (collectively, the "Purchased Assets"):

1.1 *Tangible Personal Property.* Certain machinery, equipment, tools, supplies, furniture and fixtures, vehicles, containers, computer equipment, computer software (to the extent assignable) and any other fixed assets formerly owned by ePhysician and used in the Business.

1.2 *Proprietary Rights.* Certain of the proprietary rights of ePhysician, including without limitation patents, patent registrations, patent applications, trademarks, service

marks, trademark and service mark registrations and pending applications therefor, copyrights, copyright registrations, pending copyright registration applications, licenses thereof, trade secrets, technology, know-how, formulae, designs and drawings, computer software, slogans, copyrights, processes, operating rights, other licenses and permits and other similar intangible property and rights relating to the Business, and all goodwill developed through the use of such property and rights.

1.3 *Licenses and Permits.* To the extent assignable, certain permits, licenses, certificates of authority, franchises, accreditations, registrations and other authorizations issued or used by ePhysician in connection with the Business.

1.4 *Agreements.* Certain of ePhysician's agreements, contracts or instruments relating to the Business, as more particularly described on Schedule 1.4.

1.5 *Books, Records and Other Assets.* Certain operating data and records of ePhysician, including without limitation, customer lists and records, financial, accounting and credit records, correspondence, budgets and other similar documents and records.

1.6 *Goodwill.* All goodwill of the Business.

2. **Excluded Assets.** Other than the Purchased Assets set forth in Section 1, Buyer is not acquiring from Seller any assets or rights.

3. **The Closing.**

3.1 *Time and Place.* Upon the terms and subject to the conditions of this Agreement, and on the basis of the representations, warranties and agreements contained herein, the consummation of the transactions contemplated hereby (the "Closing") shall take place at the offices of Lowenstein Sandler PC, 65 Livingston Avenue, Roseland, New Jersey, or at any other location designated by the parties hereto on the date hereof.

3.2 *Deliveries at the Closing.* At the Closing, the parties agree that the following shall occur:

3.2.1 Seller shall execute and deliver (or cause to be executed and delivered) (i) a Bill of Sale substantially in the form of Exhibit B annexed hereto, (ii) an Assignment of Proprietary Rights substantially in the form of Exhibit C annexed hereto, (iii) an Assignment of Domain Name substantially in the form of Exhibit D annexed hereto; and such other deeds, bills of sale, endorsements, assignments, releases and other instruments, in such form as is reasonably satisfactory to Buyer and as shall be sufficient to vest in Buyer (or its assignee) good and clear title to the Purchased Assets and shall deliver to Buyer (or its assignee) immediate possession of the Purchased Assets.

3.2.2 Each of Buyer and T3 Group shall execute and deliver a copy of the Registration Rights Agreement.

3.2.3 Buyer shall pay to Seller, by wire transfer of immediately available funds, the Cash Consideration payable pursuant to Section 5 (not including the amount of

the Advance Payment, which shall be released from escrow by the Escrow Agent and applied to the Cash Consideration as set forth below in Section 5) and shall issue to T3 Group the Stock Consideration issuable pursuant to Section 5.

3.2.4 Seller and T3 Group shall execute and deliver a receipt acknowledging receipt of the Cash Consideration payable and the Stock Consideration issuable, respectively, pursuant to Section 5.

3.2.5 Each of the parties shall execute and deliver such other documents and instruments as the other party may reasonably request to accomplish the transactions hereunder, including without limitation any agreements required to effect the delivery to Buyer (or its assignee) by Seller of the immediate possession of the Purchased Assets.

4. **No Assumption of Liabilities.** Buyer shall not be responsible for and is not assuming or agreeing to pay any debts, liabilities or obligations of Seller or ePhysician, whether accrued now or hereafter and whether known, unknown, contingent or otherwise including, without limitation, any storage and handling fees relating to the Purchased Assets.

5. **Purchase Price.**

5.1 *Consideration.* In consideration for the Purchased Assets being sold hereunder, Buyer will (i) pay to Seller Three Hundred Thousand Dollars (\$300,000) in cash (the "Cash Consideration") and (ii) issue to T3 Group, for the benefit and in lieu of, and at the request and pursuant to the authorization of, Seller as payment for certain obligations of Seller to T3 Group, One Hundred Thousand (100,000) shares of Buyer's common stock ("Buyer Common Stock"), \$0.001 par value per share (the "Stock Consideration" and, together with the Cash Consideration, the "Purchase Price").

5.2 *Applications to Purchase Price.* Buyer and Seller acknowledge that Buyer has delivered to Seller's attorney (the "Escrow Agent"), the sum of Fifty Thousand Dollars (\$50,000) in cash (the "Advance Payment"), which amount is being held in escrow subject to the terms and conditions set forth in the Letter of Intent dated February 5, 2003, by and between Buyer and Seller (the "Letter of Intent"). The Advance Payment shall be applied to the Cash Consideration at the Closing such that the actual amount of cash to be paid to Seller at the Closing is Two Hundred Fifty Thousand Dollars (\$250,000).

5.3 *Private Offering.* Seller and T3 Group acknowledge that the shares of Buyer Common Stock to be issued and delivered to T3 Group for the benefit of Seller hereunder as part of the Purchase Price (the "Buyer Shares") will not be registered under the Securities Act of 1933, as amended (the "Act"), but will be issued in reliance upon the exemption afforded by Section 4(2) of the Act, and that Buyer is relying upon the truth and accuracy of the representations set forth in Sections 6 and 7.

5.4 *Registration Rights.* Buyer agrees that it shall include the Buyer Shares on Buyer's next registration statement on Form S-3 (or any successor form thereto) (the "Registration Statement") pursuant to the Act to be filed with the Securities and Exchange Commission (the "SEC") following the Closing, subject to the terms and conditions set forth in that certain Registration Rights Agreement dated as of even date hereof, by and between Buyer

and T3 Group (the "Registration Rights Agreement"), substantially in the form of Exhibit E annexed hereto.

5.5 *Allocation of the Purchase Price.* The Purchase Price shall be allocated among the Purchased Assets (as determined for Federal income tax purposes) in the manner described on Schedule 5.5. The allocation of the Purchase Price shall be made in compliance with Section 1060 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder. Buyer and Seller shall (a) timely file all forms (including Internal Revenue Service Form 8594) and tax returns required to be filed in connection with such allocation, (b) be bound by such allocation for purposes of determining any taxes to be paid by such party, (c) prepare and file, and Seller shall cause its affiliates to prepare and file, tax returns on a basis consistent with such allocation, and (d) take no position, and Seller shall cause its affiliates to take no position, inconsistent with such allocation on any applicable tax return, in any audit or proceeding before any governmental entity, in any report made for tax, financial accounting or any other purposes, or otherwise. In the event that the allocation of the Purchase Price is disputed by any governmental entity, the party receiving notice of such dispute shall promptly notify the other party concerning the existence of such dispute.

6. **Representations of Seller.** Seller represents and warrants to Buyer that:

6.1 *Organization and Corporate Power.* Seller is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power, franchises, and licenses to own the Purchased Assets and its property and conduct the business in which it is engaged. Seller is a wholly-owned subsidiary of Comdisco, Inc., which is a wholly-owned subsidiary of Comdisco Holding Company, Inc., the successor-in-interest to Comdisco, Inc. following the effectiveness of the First Amended Joint Plan of Reorganization of Comdisco, Inc. and its Affiliated Debtors and Debtors-In-Possession (with respect to Case No. 01-24795), dated June 13, 2002, confirmed by the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, on July 30, 2002 and effective as of August 12, 2002 (the "Plan"). Pursuant to the Plan, Comdisco, Inc. has assigned to Seller the Loan and Security Agreement, dated as of May 15, 2000, by and between ePhysician and Comdisco, Inc., and the Subordinated Loan and Security Agreement, dated as of February 14, 2000, by and between ePhysician and Comdisco, Inc., together with all related agreements and documents.

6.2 *Authority.* This Agreement has been duly and validly executed by Seller and represents the valid and binding obligation of Seller enforceable in accordance with its terms.

6.3 *No Violation; No Consents.* Neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement (i) is prohibited by, nor will it result in, a breach of any term or provision of Seller's certificate of incorporation or by-laws, or any indenture, contract, agreement, note or other instrument to which Seller is a party or by which Seller is bound or (ii) except as set forth on Schedule 6.3, will require the consent, authorization or approval of any person or entity.

6.4 *Clear Title; Liabilities.* Seller owns all of the Purchased Assets and Buyer shall obtain good title to the Purchased Assets (i) free and clear of any liens, pledges, claims, liabilities, charges, security interests, contractual obligations or other encumbrances, options, defects in title, rights and interests of any nature whatsoever created by or through Seller, (ii) free of any ownership or other right of ePhysician and (iii) free of any other security interest, lien or encumbrance of any kind of any third party. Seller rightfully and lawfully acquired the Purchased Assets pursuant to a secured party sale in compliance with the requirements of Article 9 of the Uniform Commercial Code and other applicable laws. Seller has paid and discharged all liabilities of Seller relating to the Purchased Assets including, without limitation, any storage and handling fees relating to the Purchased Assets, prior to the Closing.

6.5 *Litigation.* There are no material investigations, claims, disputes, or other governmental proceedings relating to the Purchased Assets pending against Seller or, to Seller's knowledge, pending against ePhysician or threatened against Seller nor to Seller's knowledge is Seller subject to any judgment, order or decree or other governmental action or proceeding in which relief is sought against Seller which would have an adverse effect on the Purchased Assets or Seller's ability to consummate the transactions contemplated by this Agreement.

6.6 *Purchase Entirely for Own Account.* The Buyer Shares will be acquired for Seller's own account, not as nominee or agent, and not with a view to the resale or other transfer or distribution of any portion thereof or interest therein in violation of the Act, and Seller has no present intention of selling, granting any participation in, or otherwise transferring or distributing the Buyer Shares or any portion thereof or interest therein in violation of the Act. Seller is not a registered broker-dealer or an entity engaged in the business of being a broker-dealer.

6.7 *Investment Experience.* Seller acknowledges that it can bear the economic risk and complete loss of its investment in the Buyer Shares, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment contemplated hereby.

6.8 *Disclosure of Information.* Seller has had an opportunity to receive all additional information related to Buyer requested by it and to ask questions of and receive answers from Buyer regarding Buyer, its business and the terms and conditions of the offering of the Buyer Shares.

6.9 *Restricted Securities.* Seller understands that the Buyer Shares are characterized as "restricted securities" under the U.S. federal securities laws inasmuch as they are being acquired from Seller in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Act only in certain limited circumstances.

6.10 *Legends.*

6.10.1 It is understood that, until the earlier of: (a) registration for resale pursuant to the Registration Rights Agreement or (b) the time when any of the Buyer Shares may be sold pursuant to Rule 144, certificates or agreements evidencing such

Buyer Shares, as the case may be, may bear the following or any substantially similar legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION FROM REGISTRATION UNDER THE FOREGOING LAWS".

6.11 *Accredited Investor.* Seller is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Act.

6.12 *No General Solicitation.* Seller did not learn of the investment in the Buyer Shares as a result of any public advertising or general solicitation.

6.13 *Brokers and Finders.* Except for T3 Group, no person or entity has, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon Buyer or Seller for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of Seller.

7. **Representations of T3 Group.** T3 Group represents and warrants to Buyer that:

7.1 *Organization and Corporate Power.* T3 Group is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite limited liability company power, franchises, and licenses to own its property and conduct the business in which it is engaged.

7.2 *Authority.* This Agreement has been duly and validly executed by T3 Group and represents the valid and binding obligation of T3 Group enforceable in accordance with its terms.

7.3 *No Violation; No Consents.* Neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement (i) is prohibited by, nor will it result in, a breach of any term or provision of T3 Group's organizational documents, or any indenture, contract, agreement, note or other instrument to which T3 Group is a party or by which T3 Group is bound or (ii) except as set forth on Schedule 7.3, will require the consent, authorization or approval of any person or entity.

7.4 *Litigation.* There are no material investigations, claims, disputes, or other governmental proceedings pending against T3 Group or, to T3 Group's knowledge, threatened against T3 Group nor to T3 Group's knowledge is T3 Group subject to any judgment, order or decree or other governmental action or proceeding in which relief is sought against T3 Group which would have an adverse effect on T3 Group or T3 Group's ability to consummate the transactions contemplated by this Agreement.

7.5 *Purchase Entirely for Own Account.* The Buyer Shares will be acquired for T3 Group's own account, not as nominee or agent, and not with a view to the resale or other

transfer or distribution of any portion thereof or interest therein in violation of the Act, and T3 Group has no present intention of selling, granting any participation in, or otherwise transferring or distributing the Buyer Shares or any portion thereof or interest therein in violation of the Act. T3 Group is not a registered broker-dealer or an entity engaged in the business of being a broker-dealer.

7.6 *Investment Experience.* T3 Group acknowledges that it can bear the economic risk and complete loss of its investment in the Buyer Shares, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment contemplated hereby.

7.7 *Disclosure of Information.* T3 Group has had an opportunity to receive all additional information related to Buyer requested by it and to ask questions of and receive answers from Buyer regarding Buyer, its business and the terms and conditions of the offering of the Buyer Shares.

7.8 *Restricted Securities.* T3 Group understands that the Buyer Shares are characterized as "restricted securities" under the U.S. federal securities laws inasmuch as they are being acquired from T3 Group in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Act only in certain limited circumstances.

7.9 *Legends.*

7.9.1 It is understood that, until the earlier of: (a) registration for resale pursuant to the Registration Rights Agreement or (b) the time when any of the Buyer Shares may be sold pursuant to Rule 144, certificates or agreements evidencing such Buyer Shares, as the case may be, may bear the following or any substantially similar legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION FROM REGISTRATION UNDER THE FOREGOING LAWS".

7.10 *Accredited Investor.* T3 Group is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Act.

7.11 *No General Solicitation.* T3 Group did not learn of the investment in the Buyer Shares as a result of any public advertising or general solicitation.

8. **Representations of Buyer.** Buyer represents and warrants to Seller that:

8.1 *Organization and Corporate Power.* Buyer is a corporation, duly organized, validly existing and in good standing under the laws of the State of Colorado, and has

all requisite corporate power, franchises, and licenses to own the assets and its property and conduct the business in which it is engaged.

8.2 *Authority.* This Agreement has been duly and validly executed by Buyer and represents the valid and binding obligation of Buyer enforceable in accordance with its terms.

8.3 *No Violations.* Neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement is prohibited by, nor will it result in, a breach of any term or provision of Buyer's certificate of incorporation or by-laws.

8.4 *Capitalization.* The authorized capital stock of Buyer on the date hereof is 125,000,000 shares of common stock, par value \$.001 per share, and 2,500,000 shares of preferred stock, par value \$.001 per share. As of December 31, 2002, Buyer had outstanding 77,160,815 shares of common stock, 1 share of 1996 Preferred Stock and 75 shares of 1999 Series C Preferred Stock. As of that date, approximately 33,153,728 shares were issuable upon the exercise of outstanding options, warrants or other rights, and the conversion of preferred stock and debt. Substantially all of these shares and the shares obligated to be issued in the future are freely trading or subject to registration rights agreements.

8.5 *Valid Issuance.* The Buyer Shares have been duly and validly authorized and, when issued and paid for pursuant to this Agreement, will be validly issued, fully paid and nonassessable, and shall be free and clear of all encumbrances and restrictions, except for restrictions on transfer set forth in this Agreement and the Registration Rights Agreement or imposed by applicable securities laws.

8.6 *SEC Filings.* At the time of filing thereof, the Annual Report on Form 10-K/A for the fiscal year ended December 31, 2001, and all other reports filed by Buyer pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), since the filing of the Annual Report on Form 10-K/A and prior to the date hereof (the "SEC Filings"), complied as to form in all material respects with the requirements of the Exchange Act and did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

8.7 *Litigation.* Except as set forth in the SEC Filings, there are no material investigations, claims, disputes, or other governmental proceedings pending against Buyer or, to Buyer's knowledge, threatened against Buyer nor to Buyer's knowledge is Buyer subject to any judgment, order or decree or other governmental action or proceeding in which relief is sought against Buyer which would have an adverse effect on Buyer or Buyer's ability to consummate the transactions contemplated by this Agreement.

8.8 *Brokers and Finders.* No person or entity has, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon Buyer or Seller for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of Buyer.

9. **Taxes.** To the extent there are any taxes due and owing by Seller with respect to the Business and/or the Purchased Assets after the date hereof but relating to any period prior to the date hereof including, without limitation, sales, transfer and use and/or similar taxes or fees which may become due and owing as a result of the completion of the transactions contemplated hereby, Seller agrees to pay such taxes when due.

10. **Indemnification; Survival.**

10.1 *Seller Indemnification.* Seller agrees to indemnify and hold Buyer, and each of Buyer's owners, officers, directors, agents and affiliates, harmless from and against any claims, losses, expenses, obligations, deficiencies, liabilities and lawsuits (including but not limited to reasonable attorney's fees) which arise or result from or are related to: (a) any breach or failure of Seller to perform any of its covenants or agreements set forth herein; (b) the inaccuracy of any representation or warranty made by Seller herein; (c) any obligation or liability of Seller, whether arising before or after the date hereof, including without limitation taxes (including sales tax), obligations to employees, and obligations and liabilities to suppliers or other creditors; and (d) any claims of Seller's creditors asserted against Buyer or any of Buyer's owners, officers, directors, agents or affiliates, or against the Purchased Assets by reason of noncompliance with any applicable bulk sales laws (the "Seller Indemnifiable Damages"). Without limiting the generality of the foregoing with respect to the measurement of Seller Indemnifiable Damages, Buyer shall have the right to be put in the same pre-tax financial position as it would have been in had each of the representations, warranties, and covenants of Seller hereunder been true and correct and had the agreements and covenants of Seller been performed in full. Notwithstanding the foregoing, the aggregate amount payable by Seller with respect to Seller Indemnifiable Damages shall in no event exceed Three Hundred Thousand Dollars (\$300,000). The representations, warranties and covenants of Seller in this Agreement, in any other document executed in connection herewith, in any certificate or Schedule delivered pursuant hereto or thereto and the liability of Seller for breaches thereof, and the indemnities referred to in this Section 10.1 shall survive the consummation of the transactions contemplated by this Agreement for a period of twelve (12) months following the date of the Closing provided, however, that the covenants, representations, and warranties described in Sections 6.4 (Clear Title) and 6.5 (Litigation) shall survive the date of the Closing for the duration of the applicable statutes of limitations.

10.2 *Buyer Indemnification.* Buyer agrees to indemnify and hold Seller, and each of Seller's owners, officers, directors, agents and affiliates, harmless from and against any claims, losses, expenses, obligations, deficiencies, liabilities and lawsuits (including but not limited to reasonable attorney's fees) which arise or result from or are related to (a) any breach or failure of Buyer to perform any of its covenants or agreements set forth herein; and (b) the inaccuracy of any representation or warranty made by Buyer herein (the "Buyer Indemnifiable Damages"). Notwithstanding the foregoing, the aggregate amount payable by Buyer with respect to Buyer Indemnifiable Damages shall in no event exceed Three Hundred Thousand Dollars (\$300,000). The representations, warranties and covenants of Buyer in this Agreement, in any other document executed in connection herewith, in any certificate or Schedule delivered pursuant hereto or thereto and the liability of Seller for breaches thereof, and the indemnities referred to in this Section 10.2 shall survive the consummation of the transactions contemplated by this Agreement for a period of twelve (12) months following the date of the Closing, provided

however that the covenants, representations, and warranties described in Section 8.7 (Litigation) shall survive the date of the Closing for the duration of the applicable statutes of limitations.

10.3 *Miscellaneous.* All statements contained in any Exhibit, schedule or other instrument delivered or to be delivered by or on behalf of the parties hereto, or in connection with the transactions contemplated hereby, shall be deemed representations and warranties hereunder. Notwithstanding any knowledge of facts determined or determinable by any party by investigation, each party shall have the right to fully rely on the representations, warranties, covenants and agreements of the other party contained in this Agreement or in any other documents or papers delivered in connection herewith. Each representation, warranty, covenant and agreement of the parties contained in this Agreement is independent of each other representation, warranty, covenant and agreement.

11. **Bulk Sales.** Seller shall cooperate with Buyer in complying with all provisions of the bulk sales statutes of all states having jurisdiction, in such a way as to provide Buyer the greatest measure of protection against the creditors of Seller allowable under all such statutes.

12. **Notices.** Any notice or other communication required by or permitted to be given in connection with this Agreement shall be in writing, except as expressly otherwise permitted herein, and shall be delivered in person (including via overnight courier service) or sent by telecopy or certified or registered mail, return receipt requested, postage prepaid, to the respective parties at the addresses referenced below. Each of the parties may change the address to which it desires notices to be sent if it notifies the other party of such change in accordance with the provisions of this Section 11. Any such notice will be deemed to be given when received, if personally delivered or sent by telecopy and, if mailed, three (3) business days after deposit in the United States mail, properly addressed, with proper postage affixed.

Seller: Comdisco Ventures, Inc.
Legal Department
6111 North River Road
Rosemont, IL 60018
Attention: General Counsel
Facsimile: (847) 518-5088

With a copy to: Comdisco Ventures, Inc.
1 Post Street
Suite 2600
San Francisco, CA 94104-5290
Attention: Victor Hanna
Facsimile: (415) 623-5218

Buyer: Medix Resources, Inc.
420 Lexington Avenue
New York, New York 10170
Attention: Darryl R. Cohen
Facsimile: (212) 681-9817

With a copy to:

Lowenstein Sandler PC
65 Livingston Avenue
Roseland, New Jersey 07068
Facsimile: (973) 597-2400
Attention.: Peter H. Ehrenberg, Esq.

13. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and, except for Part I, Sections 2(b) and 2(c) and Part II, Section 2(j) of the Letter of Intent, supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

14. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the co-exclusive jurisdiction of the courts of the State of New York and the United States District Courts for the Southern District of New York for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. In the event that litigation pursuant to this Agreement is commenced or in the event that any other dispute resolution method is commenced, the prevailing party's legal fees and court costs shall be paid by the unsuccessful party.

15. **Further Assurances.** At any time after the date hereof, at the request of Buyer, Seller will execute, acknowledge and deliver all such further and other assurances and documents and will take such other action consistent with the terms of this Agreement as may be requested by Buyer for the purpose of assigning, transferring and conveying to Buyer, or reducing to its possession, any or all of the assets and rights being conveyed hereunder.

16. **Expenses.** Except as otherwise provided herein, the parties shall pay their own fees and expenses, including their own counsel fees, incurred in connection with this Agreement or any transaction contemplated hereby.

17. **Amendment; Waiver.** This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of

any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other. Consummation of the transactions contemplated hereby shall not be deemed to be a waiver of any right or remedy possessed by any party, notwithstanding that such party should have known that such right or remedy existed; provided, however, that if any party had actual knowledge prior to the Closing that such right or remedy existed and chose not to exercise such right or remedy prior to the Closing, such right or remedy shall be deemed to be waived.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. A telecopy signature of any party shall be considered to have the same binding legal effect as an original signature.

19. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provisions hereof prohibited or unenforceable in any respect.

20. **Headings.** Section headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to be full or accurate descriptions of the contents hereof.

21. **Parties Bound.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective heirs, administrators, personal representatives, successors and assigns.

SIGNATURE PAGE TO FOLLOW

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

COMDISCO VENTURES, INC.

By: _____

MEDIX RESOURCES, INC.

By: _____

T3 GROUP, LLC

By: _____

03/03/03 MON 15:43 FAX 415 777 4961

GREENE, RADOVSKY ETAL

1 500 4730204

00
P. 02/02

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

COMDISCO VENTURES, INC.

By: 

Victor Hanna, Managing Director

MEDIX RESOURCES, INC.

By: _____

T3 GROUP, LLC

By: _____

FROM :

FAX NO. :

Aug. 05 2000 07:45PM P1

Feb 28 03 03:27p

Medix Resources, Inc.

212 867 0646


p.3

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

COMDISCO VENTURES, INC.

By: _____

MEDIX RESOURCES, INC.

By:  _____

T3 GROUP, LLC

By: _____

03/03/03 MON 15:45 FAX 415 777 4961

GREENE, RADOVSKY ETAL
6306046880

00
P. 3

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

COMDISCO VENTURES, INC.

By: _____

MEDIX RESOURCES, INC.

By: _____

T3 GROUP, LLC

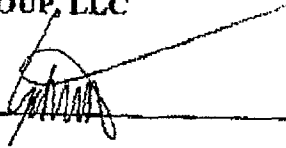
By:  _____

EXHIBIT A
PURCHASED ASSETS

15416/1
04/03/2003 1329356.08

Purchased Assets
List of Patents, Trademarks & Copyrights

Patents

1. "Medical Practice Management via the Internet", Application No. 09/422,913, Filed October 21,1999.
2. "Method for Efficient Public Key Based Certification for Mobile and Desktop Environments", Application No. 09/832,511, Filed April 10, 2001.
3. "Method and Apparatus for Transferring Data Between Computing Systems", Application No. 09/770,090, Filed January 24, 2001.
4. International Patent Application: "Method and Apparatus for Transferring Data Between Computing Systems", Application No. PCT/US01/02714, Filed January 25, 2001.

Trademarks

1. EPHYSICIAN PRACTICE
(words only)
Filing Date: March 9, 2001
Status: Further action on application has been suspended.
2. EPAD
(words only)
Filing Date: August 24, 1998
Status: Registered.

Any and all of Seller's right, title and interest in, to and under the following trademarks (the applications for registration of which have been abandoned):

3. EPHYSICIAN PRACTICE MEDICINE
(words and design)
Application No: 76022690
4. ELAB
(words only)
Application No: 76012395
5. MADE FOR PHYSICIANS BY PHYSICIANS
(words only)
Application No: 75892654
6. PRACTICE MEDICINE
(words only)
Application No: 76020153

Purchased Assets
List of Patents, Trademarks & Copyrights

Trademarks (continued)

- 7. E*LAB
(words only)
Application No: 75568351

- 8. E*PRESCRIPTION
(words only)
Application No: 75541339

- 9. EPHYSICIAN
(words only)
Application No: 75589909

Copyrights

- 1. Copyright Registration No. Txu 1-059-597, dated November 27, 2002 for "ePhysician Practice", a computer program.