

11-03-2004

Form PTO-1594 (Rev. 3/6/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)



RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

102874660

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):**

Ramp Corporation  
33 Maiden Lane  
New York, New York 10038

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

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) September 29, 2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Duncan Group, Inc.

Internal Address: Suite 350

Street Address: 9302 N. Meridian St.

City: Indianapolis,

State: Indiana

Country: USA                              Zip: 46260

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship Indiana
- Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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 E. Washington St.

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

10/18/04  
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

11/02/2004 6TON11

00000129 301242 2812608

01 FC:8521

40.00 DA

02 FC:8522

25.00 DA

**TRADEMARK**  
**REEL: 003072 FRAME: 0185**

## **ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement ("Agreement") is made this 29<sup>th</sup> day of September, 2004 by and between Ramp Corporation, a Delaware corporation ("Seller") and The Duncan Group, Inc., an Indiana corporation ("Buyer").

### **BACKGROUND**

A. Seller and Buyer are parties to a certain Asset Purchase Agreement dated September 29, 2004 (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, 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.

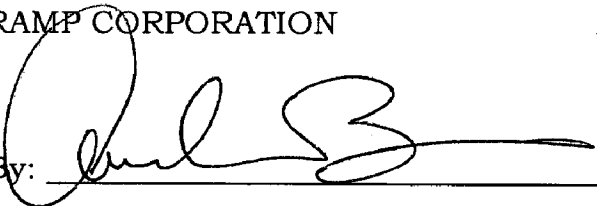
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE DUNCAN GROUP, INC.

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

Its: \_\_\_\_\_

RAMP CORPORATION

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

Its: CEO \_\_\_\_\_

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.

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

Its:  \_\_\_\_\_

RAMP CORPORATION

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

Its: \_\_\_\_\_

KNT/pas/4460-48/BE/1007.003