

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Transfer of Applications/Registrations per Purchase Agreement for the Stock of Pharmacy Data Systems, Inc.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pharmacy Data Systems, Inc.		06/11/2002	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	QuadraMed Corporation
Street Address:	12110 Sunset Hills Road
Internal Address:	Suite 600
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2659259	DURPRO
Registration Number:	2659258	PHARMPRO
Registration Number:	2662970	NURPRO
Registration Number:	2659257	AMBPRO
Registration Number:	2668849	PCMAR

CORRESPONDENCE DATA

Fax Number: (703)456-8100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (703) 456-8136
 Email: trademarks@cooley.com
 Correspondent Name: Adam L. Barea, Esq. c/o Cooley Godward
 Address Line 1: One Freedom Square, Reston Town Center
 Address Line 2: 11951 Freedom Drive
 Address Line 4: Reston, VIRGINIA 20191-5656

CH \$140.00 2659259

NAME OF SUBMITTER:	Adam L. Barea
Signature:	/Adam L. Barea/
Date:	05/04/2005

Total Attachments: 13
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PURCHASE AGREEMENT
FOR THE STOCK OF
PHARMACY DATA SYSTEMS, INC.

dated as of

June 11, 2002

by and among

QUADRAMED OPERATING CORPORATION,

as Buyer,

QUADRAMED CORPORATION,

as Guarantor

and

GREGORY A. SCHUENKE

as Seller

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Exhibit	Document
A	Form of Employment Agreement
B	Form of Promissory Note of the Company and Guarantee of Seller

List of Schedules

Schedule 1.1	Knowledge
Schedule 3.06(a)	Absence of Certain Changes or Events; No Undisclosed Material Liabilities
Schedule 3.09(a)	Software
Schedule 3.09(b)	Software
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Schedule 3.10(a)	Intellectual Property
Schedule 3.12	Litigation, etc.
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Schedule 8.01(a)	Continuing Employees in General
Schedule 8.01(c)	Severance Benefits

PURCHASE AGREEMENT

AGREEMENT, dated as of June 11, 2002, by and among QuadraMed Operating Corporation, a Delaware corporation ("Buyer"), Gregory A. Schuenke ("Seller") and Quadramed Corporation, solely for the purposes of the guarantee set forth in Section 12.12 of this Agreement.

W I T N E S S E T H :

WHEREAS, Seller owns beneficially and of record all of the issued and outstanding capital stock of Pharmacy Data Systems, Inc., a Wisconsin corporation (the "Company"), consisting of Two Hundred (200) shares of common stock, no par value per share (the "Shares"); and

WHEREAS, Buyer desires to purchase, and Seller desires to sell, the Shares.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01 *Definitions.* (a) The following terms, as used herein, have the following meanings:

"Accounts Receivable" means all accounts, notes and loans receivable, advances, letters of credit and other rights of the Company to receive payment.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person.

"Agreement" means this Purchase Agreement.

"Business Day" means any day other than a Saturday, Sunday or a day on which banks in New York City are authorized or obligated by applicable law or executive order to close or are otherwise generally closed.

"Claim" means any lawsuit, claim, action, arbitration, proceeding (at law or in equity) or investigation.

"Closing Date" means the date of the Closing.

"Closing Statement" means an unaudited balance sheet and profit and loss statement of the Company as of May 31, 2002, it being understood that the Closing Statement is

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ARTICLE 2

PURCHASE AND SALE

Section 2.01 *Purchase and Sale.* (a) Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer will accept and purchase from Seller, the Shares, free and clear of all Liens.

(b) The aggregate purchase price (the "Purchase Price") for the Shares shall be Ten Million Seven Hundred Thousand Dollars (\$10,700,000), payable in cash at the Closing.

Section 2.02 *Time and Place of Closing.* The closing (the "Closing") of the purchase and sale of the Shares shall take place at such place as Buyer and Seller shall mutually agree, as soon as reasonably practicable, but in no event later than two (2) Business Days after satisfaction or waiver of the conditions set forth in Article 9 (other than those conditions that by their nature are to be fulfilled at the Closing, but subject to fulfillment or waiver of such conditions). At the Closing, the parties shall deliver all funds, documents and instruments required to be delivered pursuant to Article 9.

the occurrence of any specified event or circumstance, either with or without the giving of notice or passage of time or both) for any of the Owned Software, and (ii) all source code escrow agreements relating to any of the Owned Software (setting forth as to any such escrow agreement the source code subject thereto and the names of the escrow agent and all other Persons who are actual or potential beneficiaries of such escrow agreement), and identifies with specificity all agreements and arrangements pursuant to which the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby would entitle any third party or parties to receive possession of the source code for any of the Owned Software or any related technical documentation. Except as specified in **Schedule 3.09(c)**, no Person (other than the Company) is in possession of, or has or has had access to, any source code for any computer program included in the Owned Software.

(d) Except as specified in **Schedule 3.09(d)**, none of the sale, license, lease, transfer, use, reproduction, distribution, modification or other exploitation by the Company, or any of its successors or assigns of any version or release of any computer program included in the Software obligates or will obligate the Company or any of its successors or assigns to pay any royalty, fee or other compensation to any other Person.

(e) Except as specified in **Schedule 3.09(e)**, the Company does not market and has not marketed, and has not supported and is not obligated to support, any Licensed Software.

(f) Except as specified in **Schedule 3.09(f)**, no agreement, license or other arrangement pertaining to any of the Software (including without limitation any development, distribution, marketing, user or maintenance agreement, license or arrangement) to which the Company is a party will terminate or become terminable by any party thereto as a result of the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

Section 3.10 Intellectual Property. (a) Schedule 3.10(a) sets forth a true, correct and complete list of all Intellectual Property other than Software.

(b) The Intellectual Property includes all of the intellectual property rights owned or licensed by the Company that are used or reasonably necessary to conduct the Company's business as it is now conducted, and includes all of the intellectual property rights owned or licensed by the Company that are used in the development, marketing, licensing or support of the Software. Except as specified in **Schedule 3.10(b)**, (i) the Company has good, marketable and exclusive title to, and the valid and enforceable power and unqualified right to use, the Intellectual Property free and clear of all Liens and (ii) no Person other than the Company has any right or interest of any kind or nature in or with respect to the Intellectual Property or any portion thereof or any rights to use, market or exploit the Intellectual Property or any portion thereof.

(c) No current or former director, officer, or employee of the Company (or any predecessor in interest of the Company) will, after giving effect to the transactions contemplated herein, own or retain any rights to use any of the Intellectual Property owned by the Company.

(d) The Company takes commercially reasonable measures to protect the confidentiality of its material trade secrets, know-how or other confidential information. Seller has delivered to Buyer all written non-disclosure agreements between the Company and its key Employees as set forth on **Schedule 8.01(a)** having access to confidential information.

Section 3.11 *No Infringement.* (a) To Seller's Knowledge, neither the existence nor the sale, license, lease, transfer, use, reproduction, distribution, modification or other exploitation by the Company, or any of its successors or assigns of any Software or other Intellectual Property, as such Software or other Intellectual Property, as the case may be, is or was, or is currently contemplated to be, sold, licensed, leased, transferred, used or otherwise exploited by such Persons, does, did or will (i) infringe, whether directly, by inducement, contributory, vicariously or otherwise ("Infringe"), any patent, trademark, copyright or other intellectual property right of any other Person, (ii) constitute a misuse or misappropriation of any trade secret, know-how, process, proprietary information or other right of any other Person, or (iii) entitle any other Person to any interest therein, or right to compensation from the Company, or any of its successors or assigns, by reason thereof. The Company has not received any complaint, assertion, threat or allegation or otherwise has notice of any Claim involving either matters of the type contemplated by the immediately preceding sentence or otherwise challenging the ownership, use, validity or enforceability of any Intellectual Property, nor is the Company aware of any facts or circumstances that could reasonably be expected to give rise to any such Claim. There are no restrictions on the ability of the Company, or any of its successors or assigns to sell, license, lease, transfer, use, reproduce, distribute, modify or otherwise exploit any Software or other Intellectual Property.

(b) To Seller's Knowledge there has been no Infringement, misappropriation or other violation of any Software or other Intellectual Property, and no Claim has been brought by the Company against any third party.

Section 3.12 *Litigation, etc.* Except as specified on **Schedule 3.12**, (i) there is no Claim pending or, to Seller's Knowledge, threatened against or affecting the Company by or before any court or other Governmental Authority, and (ii) the Company is not subject to any outstanding order, writ, judgment, injunction, decree or arbitration order or award that, in any such case described in clauses (i) and (ii), has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company. There are no Claims pending or, to Seller's Knowledge, threatened, seeking to prevent, hinder, modify or challenge the transactions contemplated by this Agreement or the Employment Agreement.

Section 3.13 *Compliance with Applicable Laws.* All federal, state, local and foreign governmental approvals, authorizations, certificates, filings, franchises, licenses, notices, permits and rights ("Permits") necessary for the Company to own, lease or operate its properties and assets and to carry on its business as now conducted have been obtained or made, and there has occurred no breach or default under any such Permit, except for the failure to have any Permits or any breaches or defaults under Permits which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company. The Company has complied, and will continue to comply in a timely manner and in all material respects, with all applicable statutes, laws, ordinances, rules, regulations, judgments, decrees, orders, writs and injunctions of any Governmental Authority.

Schedule 3.10(a) - Intellectual Property

Domain name - pharmacydata.com

Trademarks have been applied for for the names "Pharmpro", "Durpro", "Nurpro", "AmbPro", and "pcMar"

As part of this schedule, seller hereby incorporates the information provided in all other schedules to this agreement as may be applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

QUADRAMED OPERATING CORPORATION

By: 

Name: Michael H. Lanza

Title: Executive Vice President

QUADRAMED CORPORATION

By: _____

Name: Lawrence P. English

Title: Chairman & Chief Executive Officer

GREGORY A. SCHUENKE

TRADEMARK

REEL: 003078 FRAME: 0251

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

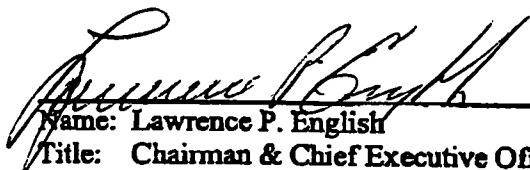
QUADRAMED OPERATING CORPORATION

By:

Name: Lawrence P. English
Title: Chairman & Chief Executive Officer

QUADRAMED CORPORATION

By:



Name: Lawrence P. English
Title: Chairman & Chief Executive Officer

GREGORY A. SCHUENKE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed by their respective authorized officers as of the day and year first above written.

QUADRAMED OPERATING CORPORATION

By: _____
Name:
Title:

QUADRAMED CORPORATION

By: _____
Name:
Title:

GREGORY A. SCHUENKE