

1-21-05

01-27-2005

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102927252

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Core, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **(Massachusetts)**
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Broadspire Services, Inc.

Name: _____
Internal Address: _____
Address: _____

Street Address: **1601 Southwest 80th Terrace**

City **Plantation** State: **FL** Zip: **33324**

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State **Delaware**

Other _____

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: **May 3, 2004**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,478,454

1,503,374

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Jeanne M. Gills**

Internal Address: **Foley & Lardner LLP**

Attorney Docket No. 076164-0145
(Reg. No. 1,478,454)

Attorney Docket No. 076164-0146
(Reg. No. 1,503,374)

Street Address: **321 North Clark Street**

Suite 2800

City: **Chicago** State: **IL** Zip: **60610**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41).....\$ **65.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

06-1450

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeanne M. Gills

Name of Person Signing

Reg. No. **44,458**

Jeanne M. Gills
Signature

1/21/05
Date

Total number of pages including cover sheet, attachments, and document: **7**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/26/2005 ECOOPER 00000130 1478454

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25:00 OP

TRADEMARK
REEL: 003105 FRAME: 0314

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is entered into as of May 3, 2004 by and between CORE, INC., a Massachusetts corporation, ("Assignor") and Broadspire Services, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated April 16, 2004, as amended, pursuant to which Assignor has agreed to assign to Assignee certain intellectual property and associated goodwill to Assignee ("Asset Purchase Agreement"); and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the mutual promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an integral and necessary part of the transaction, and intending to be legally bound, it is hereby agreed that:

1. **Assignment of Trademarks.** Assignor does hereby grant, assign, transfer and set over to Assignee all right, title and interest whatsoever throughout the world in and to, including, without limitation, the right to make, use and vend, the trademarks identified on Schedule A attached hereto, including any renewals and extensions of the registrations related thereto that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, together with all goodwill associated therewith and the right to sue for past, present and future infringement thereof, all of the foregoing to be held and enjoyed by Assignee, and its successors and assigns or any of their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been entered into by the parties.

2. **Further Assurances.** Without further consideration, Assignor and Assignee shall take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel, or Assignor or its counsel, as the case may be, may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of, the trademarks identified on Schedule A attached hereto. Assignor covenants that it has the full right, power and authority to enter into this Assignment Agreement, and to assign and transfer the Trademark to Assignee, and has not executed any agreement in conflict herewith. Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Assigned Trademarks in the United States and any foreign equivalents.

3. **Duration.** This Agreement is made unto Assignee, its successors and assigns, for the full duration of all such rights, and any renewals or extensions thereof.

4. **Governing Law.** Notwithstanding the place where this Agreement may be executed by any of the parties, the parties expressly agree that this Agreement shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark, service mark, patent and copyright issues and, in all other respects, the applicable Laws of the State of New York, without regard to conflict of laws principles.

(Signatures on Following Page)

IN WITNESS WHEREOF, Assignor has hereunto set its hand as of the date set forth above.

ATTEST:

Bonnie Y. Bennett

ASSIGNOR: CORE, INC.

By:

Andrew J. Bernstein
V.P., Secretary & General Counsel

State of Maine, County of Cumberland, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared Andrew J. Bernstein, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the V.P. Secretary & General Counsel of CORE, INC., a Massachusetts corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said CORE, INC.

Given under my hand and seal this 3rd day of May, 2004.

Barry M. Rose (SEAL)

Notary

My Commission expires: 6/7/10

For purposes of identification only, Assignee has signed this Intellectual Property Assignment Agreement.

ATTEST:

ASSIGNEE: BROADSPIRE SERVICES, INC.

By: PB

SCHEDULE A

Trademarks:

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
QUICKADMIT Class 35- Management consulting services in the healthcare cost containment field, namely providing hospital admission reviews and evaluation services.	USA	1433207	3/17/1987
WORKABILITY Class 9- Computer programs for the healthcare industry.	USA	1478454	3/1/1988
WORKABILITY Class 42- Computer programming and computer systems analysis services, systems management review, physicians and clinicians review, all for disability and workers compensation employee benefit claimants.	USA	1503374	9/6/1988
JOBSAFE Class 42- Workplace management programs designed to improve safety and to reduce and control workers compensation costs.	USA	2424935	1/30/2001

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TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
WE KEEP AMERICA WORKING Class 35- Management and utilization review services of healthcare and disability benefits of others.	USA	2457142	6/5/2001
NETWORKABILITY Class 42- Computer services, namely, providing use of non-downloadable software to compile and analyze employee absence information for use in the disability management field.	USA	2509073	11/20/2001
PREDICTABILITY	USA	SN 76/037795	---
FML ADVANTAGE Class 44- Providing information services related to the Family and Medical Leave Act; and providing employers with initial eligibility (hours worked and length of service) and tracking and adjudication of the absence (reason and relationship) and continuing status for employees' benefits under the Family and Medical Leave Act.	USA	SN 76/504123	

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
FML ESSENTIALS Class 44- Providing information services related to the Family and Medical Leave Act; and tracking and adjudication of family and medical leave absence (reason and relationship) from employment for benefits under the Family and Medical Leave Act.	USA	SN 76/504118	
FML CONSULTANT Class 44- Providing online web pages featuring information related to the Family and Medical Leave Act.	USA	SN 76/504122	
FML WIZARD Class -- Providing online web pages featuring information and interactive questions designed to assess knowledge related to the Family and Medical Leave Act.	USA	SN 76/513025	