

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEARTLAND INFORMATION SERVICES, INC.	FORMERLY HEARTLAND MEDICAL INFORMATION SERVICES, INC.	11/03/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	HCR INFORMATION CORPORATION		
Street Address:	333 Summit Street		
City:	Toledo		
State/Country:	OHIO		
Postal Code:	43604		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2427372	GEMSTAR	
Registration Number:	2200548	HEARTLAND INFORMATION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(412)288-3063		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-288-3233		
Email:	ptoipinbox@reedsmith.com		
Correspondent Name:	Jody L. Burtner, Senior Paralegal		
Address Line 1:	P.O. Box 488		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230-0488		
ATTORNEY DOCKET NUMBER:	304800.00050.1354HCRHIS		
NAME OF SUBMITTER:	Jody L. Burtner		

OP \$65.00 2427372

Signature:

/JOdy L. Burtner/

Date:

11/21/2005

Total Attachments: 5

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**ACKNOWLEDGEMENT OF
ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Acknowledgement of Assignment of Intellectual Property (this "Assignment") is effective as of November 3, 2005, by **HEARTLAND INFORMATION SERVICES, INC.** (f/k/a **HEARTLAND MEDICAL INFORMATION SERVICES, INC.**), a corporation existing under the laws of the State of Ohio, with a place of business at 3103 Executive Parkway, Suite 500, Toledo, OH 43606 ("Assignor") and delivered to, and in favor of, **HCR INFORMATION CORPORATION**, a corporation existing under the laws of the State of Ohio, with a place of business at 333 N. Summit Street, Toledo, OH 43604 ("Assignee") pursuant to the Acknowledgement of Transfer and Assignment and Assumption Agreement, dated as of November 3, 2005, among Assignor and Assignee (the "Agreement"). Any capitalized term used but not defined in this Assignment shall have the meaning ascribed thereto in the Agreement.

Recitals:

WHEREAS, upon the terms and subject to the conditions set forth in the Agreement, Assignor acknowledged the sale and conveyance to Assignee pursuant to ORC § 1309.620 and Assignee acknowledged its acquisition of the Collateral, which Collateral includes but is not limited to the service marks and service mark registrations set forth on Schedule A hereto (the "Marks") and the computer software set forth on Schedule B hereto (the "Software") including all copyrights and other intellectual property and proprietary rights of every kind embodied by the Software and any renewals, extensions or revivals thereof, and the right to secure copyright registration under the laws of any country throughout the world, and the right to sue and to bring any action or proceeding with respect to the Software, the copyrights in the Software, and all common law rights embodied in the Marks and Software.

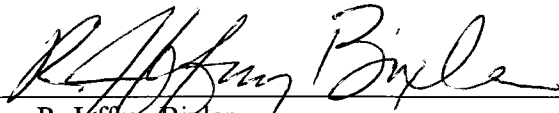
NOW, THEREFORE, Assignor and Assignee, intending to be legally bound hereby, and pursuant to the terms of the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Acknowledgement of Assignment. Assignor hereby acknowledges the assignment, conveyance and transfer and delivers to Assignee all of Assignor's rights, title and interest in and to the Collateral including but not limited to the Marks and the Software, including all copyrights and other intellectual property and proprietary rights of every kind embodied by the Software and any renewals, extensions or revivals thereof, and the right to secure copyright registration under the laws of any country, throughout the world, and the right to sue and to bring any action or proceeding with respect to the Software, the copyrights in the Software, and any and all common law rights embodied in the Software and the Marks, along with the goodwill associated with the Marks and all applications for registrations and re-registrations for the Marks, to have and to hold the same, together with any and all rights, including, without limitation, common law rights, pertaining thereto to the end of the terms for which the said Marks have been or will be granted and any extensions thereof, together with all claims by Assignor for damages by reason of past infringement of the Software and the Marks, with the right to sue for, and collect the same for its own use and benefit.


2. Assignee Acceptance. Assignee hereby acknowledges its acceptance of the foregoing assignment, transfer and conveyance of Assignor's rights, title and interest in and to the Collateral including but not limited to the Software and the Marks.
3. Agreement. This Assignment is being executed and delivered pursuant to, and shall be construed in accordance with, the Agreement. The respective rights and obligations of Assignor and Assignee are subject to all of the terms of and the limitations set forth in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern.
4. Documentation and Cooperation. From time to time following the execution and delivery of this Assignment, Assignor will use commercially reasonable efforts to execute and deliver such other instruments of conveyance or transfer, and take such other action as may be reasonably requested to implement more effectively the transactions contemplated by this Assignment.
5. Service Mark Registration Issuance. Assignor hereby authorizes and requests any official whose duty it is to issue registrations for trademarks and/or service marks to issue each and every such registration to be granted upon the Marks in any and all countries, to the Assignee, its successors and assigns, as the assignee of Assignor's entire right, title and interest therein, in accordance with this Assignment.
6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and (to the extent permitted by the Agreement) their respective successors and assigns.
7. Headings. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.
8. Counterparts. This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

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

HEARTLAND INFORMATION SERVICES, INC.
(f/k/a HEARTLAND MEDICAL INFORMATION
SERVICES, INC.)

By: 
Name: R. Jeffrey Bixler
Title: Vice President and General Counsel

HCR INFORMATION CORPORATION

By: 
Name: Geoffrey G. Meyers
Title: Executive Vice President and Chief
Financial Officer

SCHEDULE A

MARKS

REGISTERED MARKS

COUNTRY	MARK	REG. NUMBER	REG. DATE
U.S.	GEMSTAR	2427372	2/6/2001
U.S.	HEARTLAND INFORMATION SERVICES	2200548	10/27/1998

COMMON LAW MARKS

HEARTLAND INFORMATION SERVICES AND DESIGN
HEARTLAND
TRACKER PLUS
GEMSTAR GP
HEARTLAND HDR
HDR
MT WORKSTATION
FES SOFTWARE
HEARTLANDIS.COM
CMS
HCMD
HEARTLAND CLIENT MANAGEMENT DATABASE
ANY AND ALL OTHER COMMON LAW MARKS OWNED BY ASSIGNOR

SCHEDULE B

SOFTWARE

COMPUTER SOFTWARE ENTITLED:

GEMSTAR
GEMSTAR TRACKER PLUS
GEMSTAR GP
GEMSTAR MEDICAL TRANSCRIPTION SOFTWARE
GEMSTAR MEDICAL TRANSCRIPTION MANAGEMENT SOFTWARE
GEMSTAR FES SOFTWARE
TRACKER PLUS
HEARTLAND HDR
HDR
MT WORKSTATION
GROUP PRACTICE MODULE
DICTATION SYSTEM MODULE
HCMD
HEARTLAND CLIENT MANAGEMENT DATABASE
ANY AND ALL OTHER COMPUTER SOFTWARE OWNED BY ASSIGNOR