

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CORE, INC.		04/16/2004	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Broadspire Services, Inc.		
<b>Street Address:</b>	1601 Southwest 80th Terrace		
<b>City:</b>	Plantation		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33324-4036		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1433207	QUICKADMIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-951-8144		
<b>Email:</b>	eileen.sullivan@bingham.com		
<b>Correspondent Name:</b>	Eileen Sullivan		
<b>Address Line 1:</b>	Bingham McCutchen LLP		
<b>Address Line 2:</b>	150 Federal Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	QUICKADMIT		
<b>NAME OF SUBMITTER:</b>	Eileen Sullivan		
<b>Signature:</b>	/eileen sullivan/		

OP \$40.00 1433207

Date:

02/23/2006

**Total Attachments: 6**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is entered into as of May 2, 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 Guenette

ASSIGNOR: CORE, INC.  
By: [Signature]  
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.

[Signature] (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

CS

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\_\_\_\_\_

**SCHEDULE A**

**Trademarks:**

TRADEMARK	CLASS	REGISTRATION NO.	ISSUE DATE
<b>QUICKADMIT</b> Class 35- Management consulting services in the healthcare cost containment field, namely providing hospital admission reviews and evaluation services.	USA	1433207	3/17/1987
<b>WORKABILITY</b> Class 9- Computer programs for the healthcare industry.	USA	1478454	3/1/1988
<b>WORKABILITY</b> 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
<b>JOBSAFE</b> 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	DATE
<b>WE KEEP AMERICA WORKING</b> Class 35- Management and utilization review services of healthcare and disability benefits of others.	USA	2457142	6/5/2001
<b>NETWORKABILITY</b> 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
<b>PREDICTABILITY</b>	USA	SN 76/037795	---
<b>FML ADVANTAGE</b> 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
<b>FML ESSENTIALS</b> 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	
<b>FML CONSULTANT</b> Class 44- Providing online web pages featuring information related to the Family and Medical Leave Act.	USA	SN 76/504122	
<b>FML WIZARD</b> Class 44- 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	