

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT OF INTELLECTUAL PROPERTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGDATA, Inc.		02/03/2006	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	AGDATA, L.P.
Street Address:	2100 Rexford Road
Internal Address:	Suite 300
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28211
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2088657	AGDATA
Registration Number:	2487292	AGKNOWLEDGE
Registration Number:	2104032	IML
Registration Number:	2908876	MEDCONNECT
Serial Number:	78369849	ETRAFX
Serial Number:	75567010	MEDDATA
Serial Number:	78428096	DATA DIMENSIONS

CORRESPONDENCE DATA

Fax Number: (704)353-3145

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 704.331.7400

Email: docket@kennedycovington.com

Correspondent Name: Myra T. Askins-Sullivan

900043814

TRADEMARK
REEL: 003263 FRAME: 0634

OP \$190.00 2088657

Address Line 1: 214 North Tryon Street
Address Line 2: Hearst Tower, 47th Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:

14458.056

NAME OF SUBMITTER:

Myra T. Askins-Sullivan

Signature:

/Myra T. Askins-Sullivan/

Date:

03/09/2006

Total Attachments: 12

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EXECUTION COPY

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "**Assignment**") is made as of February 3, 2006, by AGDATA, Inc., a North Carolina corporation, having a principal place of business at 2100 Rexford Road, Suite 300, Charlotte, NC 28211 (the "**Assignor**"), and AGDATA, L.P., a Delaware limited partnership, having a principal place of business at 2100 Rexford Road, Suite 300, Charlotte, NC 28211 (the "**Assignee**").

The Assignor and the Assignee are parties to a Restructuring Agreement, dated as of the date hereof (the "**Restructuring Agreement**"), pursuant to which the Assignor has agreed to transfer and assign to the Assignee, and the Assignee has agreed to accept the transfer and assignment from the Assignor, substantially all of the assets of the Assignor, including the Intellectual Property (defined below). In accordance with the Restructuring Agreement, the Assignor desires to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of, all of the Assignor's worldwide rights, title and interests in, to and under the Intellectual Property.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Assignor hereby transfers and assigns to Assignee all of the Assignor's worldwide, rights, title and interests in, to and under the following (the "**Intellectual Property**"):

(a) all of Assignor's registered and unregistered domestic and foreign service marks, trademarks, trade dress, service mark applications, trade dress applications and trade names (collectively, the "**Marks**"), including the service marks, trademarks, trade dress, service mark applications, trademark application, trade dress applications and trade names listed on Schedule A, together with the translations, adaptations, derivations and combinations thereof, including the goodwill of the business associated therewith and which is symbolized thereby;

(b) all of Assignor's registered and unregistered domestic and foreign copyrights and copyright applications (collectively, the "**Copyrights**"), including the copyright registrations, copyright applications and copyrightable works listed on Schedule B;

(c) all of Assignor's domain names and all domain names registered on Assignor's behalf for use in Assignor's business and corresponding registrations including the domain names set forth on Schedule C (collectively, the "**Domain Names**");

(d) any and all of Assignor's trade secrets, confidential and proprietary information and know-how, and other intellectual property, including, but not limited to, Assignor's report automation systems and practices, e-TRAFX systems, data query tools,

data access and reporting tools, segmentation and data analysis, mapping skills, database structuring tools, data cleaning tools, data collection skills and quality control practices (collectively, the “**Information**”); and

(e) all rights to sue for infringement of any of the foregoing, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

2. The Assignor agrees to prepare, execute and deliver, without additional consideration, the NSI Change of Registrar Agreement attached hereto as Exhibit A and any other documents required to effectuate the assignment of the Domain Names to Assignee. The Assignor agrees to pay any and all fees charged by NSI associated with transferring the Domain Names from NSI to Assignee. The Assignor hereby irrevocably appoints Assignee as its attorney in fact in the matter of the Domain Names, to transact all business with any registrar, registry, domain name management company or other entity in connection therewith, and to sign its name to all papers which may hereafter be filed in connection therewith, and to receive the official communications relating thereto.

[SIGNATURES FOLLOW ON NEXT PAGE]

The Assignor and Assignee have caused their duly authorized officers to execute this Assignment as of the date first above written.

[SEAL]

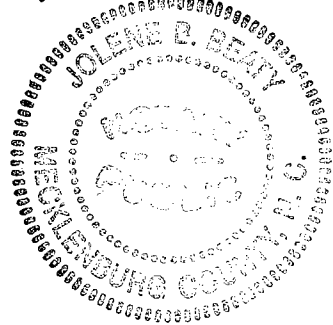
AGDATA, Inc.

By: *Verl Purdy*
Verl Purdy
President

State of North Carolina
)
County of Mecklenburg ss.:

On this 3rd day of February, 2006, before me, Jolene B. Beatty, personally appeared Verl Purdy of AGDATA, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Jolene B. Beatty
Notary Public
My Commission Expires August 16 2007

[SEAL]

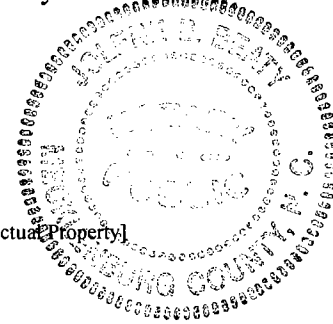
AGDATA, L.P.

By: *Verl Purdy*
Verl Purdy
Chief Executive Officer

State of North Carolina
)
County of Mecklenburg ss.:

On this 3rd day of February, 2006, before me, Jolene B. Beatty, personally appeared Verl Purdy of AGDATA, L.P., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Jolene Beatty
Notary Public
My Commission Expires August 16 2007

[Assignment of Intellectual Property]

SCHEDULE A

Registered Servicemarks and Trademarks

Mark	Owner	Country	Registration No.	Registration Date
AGDATA	AGDATA, Inc.	USA	2,088,657	08/19/1997
AGKNOWLEDGE	AGDATA, Inc.	USA	2,487,292	09/11/2001
IML	AGDATA, Inc.	USA	2,104,032	10/07/1997
MEDCONNECT	AGDATA, Inc.	USA	2,908,876	12/07/2004

Pending Servicemark or Trademark Applications

Mark	Owner	Country	Application No.	Application Date
ETRAFX	AGDATA, Inc.	USA	78/369,849	02/18/2004
MEDDATA	AGDATA, Inc.	USA	75/567,010	10/07/1998
DATA DIMENSIONS	AGDATA, Inc.	USA	78/428,096	06/01/2004

Trade Names

AGDATA	MedData	Insurance Benefit Spot Check
Spot Check	MedData, LLC	IML

International Market Links

SCHEDULE B

Registered Copyrights

None.

Unregistered Copyrights (i.e., Copyrightable Works)

Any and all works of authorship prepared, written, created or developed by Assignor including, but not limited to, all computer software code, in object and source code format, used in the collection, storage and analysis of data.

Pending Copyrights Applications

None.

SCHEDULE C

Domain Names

Domain Name	Registrant	Registration Date	Renewal Date
www.agiml.net	AGDATA, Inc.	09/13/1996	09/12/2006
www.medconnect.net	AGDATA, Inc.	05/08/1998	05/08/2008
www.medconnectonline.com	AGDATA, Inc.	11/15/1999	11/15/2008

EXHIBIT A

Change of Registrar Agreement

Attached hereto.

Change of Registrar Instructional Information

In order to process your request please read the following instructions below.

There is a \$19 fee per domain name for every transfer. This covers the transfer fee and adds an additional year onto your registration. Please note that the transfer fee for a .TV extension is \$34.99, .CN is \$39.99, and .TW is \$49.99. Additional promotions may apply.

At this time, domain names with extensions .BIZ, .ORG, .INFO, .US, .BZ, .CC, and .TV can be transferred via a fax process only. Additionally, industry regulations require an Authorization Code from your current provider or registrar when transferring .BIZ, .ORG, .INFO, .US, .CN, and .TW extensions. Please follow the simple instructions below and fax the attached forms to: **571-434-4658**.

INSTRUCTIONS

1. Please complete and fax the following documents to:
 - a. Change of Registrar Agreement
 - b. Standard Form of Authorization document
 - c. Proof of identity, a copy of one of the following documents: Notarized statement, Valid Drivers license Passport Military ID State/Government issued ID Birth Certificate

1 If your domain name extension is .BIZ, .ORG, .INFO, .US, .CC, .BZ, or .TV contact your current domain name registrar and request the authorization code (AUTH CODE) for your domain name. 2 Verify that an accurate e-mail address is listed in Whois. Please go to: http://www.networksolutions.com/en_US/whois/index.jhtml. If the e-mail address is incorrect, log into your current domain name account, or contact your current domain name registrar's customer service and update your account information with a valid e-mail address. 3 Sign and date the credit card section of the form. Please note that the transfer fee INCLUDES any remaining term of your current domain name, plus one additional year. 4 Sign all forms. The signor must be the current registrant or have authority to legally bind the Registrant's application.

To protect the security of the current domain name owner (registrant), Network Solutions cannot accept any verbal changes or additions to this form. Should any blanks or errors be discovered, an e-mail notice will be sent to the e-mail address listed on the form (registrant e-mail address), and a new completed form will need to be resubmitted.

Send required documents via fax to: Network Solutions® Attn: Registrar Change Group Fax #: 571-434-4658

CHANGE OF REGISTRAR AGREEMENT

Version 4.2

1. DOMAIN NAME REGISTRATION INFORMATION

Have you submitted a fax to transfer this domain previously? YES _____ NO _____

Domain Name: _____

Required for all transfers. (You may include multiple domain names on this form provided the registrant information matches all domains listed. If you are listing more than one domain name please include the additional names on a typed list along with this form.)

Authcode: _____

Required for all .BIZ, .INFO, .ORG, .US, .CC, .BZ, or .TV domain name extensions. An AUTHCODE is a 6 to 16 character code assigned by the Registry at the time the domain name registration was created. Its purpose is to aid in the identification of the domain registrant for a particular domain name and is required to transfer your domain name. You must obtain the AUTHCODE from your current registrar.

Current Registrant Organization Name: _____

Required if the Registrant is registered to an organization. If the domain name is registered to an individual write none. If the domain is registered to an

organization please include **both** Organization Name and Registrant Name below. (This information is available by viewing the whois data at your current registrar)

Current Registrant Name: _____

Required if the Registrant is an Individual (This information is available by viewing the whois data at your current registrar)

2. NETWORK SOLUTIONS ACCOUNT INFORMATION

Are you a member of our Gold VIP program? YES _____ NO _____

If yes, please provide us with your User ID _____ (Your User ID is what you use to log into Network Solutions Account Manager)

Are you transferring into an existing Network Solutions account? YES _____ NO _____ If NO, please fill out and include the Account Creation section.

If YES, please provide us with your Network Solutions User Name or Account Number: _____

(If you are unsure of this information please contact customer service at (888) 642-9675)

3. CREDIT CARD INFORMATION**

Credit Card Type: _____ VISA _____ MASTERCARD _____ AMEX _____ DISCOVER _____ DINERS CLUB

Credit Card Number: _____ Expiration Date: _____

Cardholder Name: _____ Phone Number: _____

Billing Address: _____ Zip: _____

Cardholder's Signature: _____ Today's Date: _____

Would you like to renew for additional years at the time of your transfer to Network Solutions YES _____ NO _____

Number of years you would like to add? _____

Credit Card ID Number (required for multi-year renewals) _____ Your credit card ID number is a 3-digit number printed on the back of your credit card.

TERMS AND CONDITIONS

1 You acknowledge that you have reviewed and understand the terms and conditions of the Network Solutions Service Agreement found at https://www.networksolutions.com/en_US/legal/static-service-agreement.html, including, all applicable schedules but not limited to, Schedule R thereto, in effect as of the date of this Agreement. By signing and sending this Agreement to Network Solutions, you agree to be bound by and to perform in accordance with the terms and conditions of the Service Agreement, which includes Network Solutions' current Domain Name Dispute Policy. You also reaffirm the accuracy and completeness of all of the information contained in this Agreement. To the extent the terms and conditions of the Service Agreement conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. 2 You represent and warrant that : (a) the information provided to Network Solutions in connection with this Agreement is accurate and complete; (b) you are the rightful holder of the registration for the Domain Name; (c) the registrar of record for the Domain Name as of the date of this Application is the current registrar listed in Section 1 above; (d) you are not in default on any obligations you may owe to the current registrar listed in Section 1 above; (e) you are not the subject of any pending bankruptcy proceedings; (f) you are not party to any dispute resolution proceeding concerning your use or registration of the Domain Name; (g) you are not in default on any obligations you may owe to Network Solutions; and (h) the Domain Name is not the subject of any collection proceedings, including garnishment, attachment, levy or otherwise. The individual submitting this Agreement further represents and warrants that he/she is authorized to request a change of registrar and to apply for our registrar services.

3 You request that we provide registrar services for the Domain Name. You acknowledge and agree that the registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgement e-mail to you informing you that the Domain Name has been transferred to Network Solutions. 4 You authorize us to take all actions necessary to become the registrar for the Domain Name, including, if applicable, transmitting to the appropriate Registry a request to change the Registry database to reflect Network Solutions as the registrar of record. You acknowledge and agree that we shall not be responsible for any legal obligations you may owe to any third party, including the current registrar. You further acknowledge and agree that you are not entitled to a credit from us for any sums you may

have paid the current registrar. You agree to release, indemnify, and hold Network Solutions and our affiliates, and our respective contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties arising under this Agreement. 5 You agree to pay Network Solutions any applicable Change of Registrar Fee, based on the selection(s) made in this Agreement, by providing appropriate credit card information as requested above.

4. SIGNATURE BLOCK

This information must match the current data listed in the current registrar's whois database.

Signature: _____

Signor's Name (Please print): _____

Organization: _____

Signor's Title: _____

Signor's Phone Number: _____

Signor's Active E-mail Address: _____

Date: ACCOUNT CREATION

This section is required for individuals who need to create a new account for their domain name. If you have listed an existing account in Section 2 or if you are a Network Solutions Wholesale Partner, please disregard this section.

REGISTRANT INFORMATION:

For Individual Accounts, the Registrant will be the same as the Primary Contact. For Organizational Accounts, the Primary Contact is an individual with the authority to manage and modify the account on behalf of the organization and the organization will be listed as the Registrant.

A. PRIMARY CONTACT INFORMATION:

Primary Contact Name: _____

Primary Contact Postal Address:

Street: _____

City: _____

State: _____

Postal Code: _____

Country: _____

Primary Contact E-mail Address: _____ Primary

Contact Phone Number: _____

Primary Contact Desired Password: _____ (Password must be between 4-8 characters and is case sensitive)

Security Question

Choose one of the following by placing a checkmark next to the question you have selected. _____ What is your mother's maiden name?
_____ What city were you born in? _____ What is the first school you attended?

Security Question Answer: _____

B. ORGANIZATION INFORMATION:

If your domain name is registered to a business or an organization, fill out the following section. If your domain name will be registered to an individual, leave this section blank.

Organization Name: _____

Organization Postal Address

Street: _____ City: _____

If you have any questions about this process, please contact registrar@networksolutions.com **Signor's**

Name (Please Print) _____ **Signature:**

_____ **Date:**

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