## 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
Dataedge LLC		I12/15/2000 I	LIMITED PARTNERSHIP: DELAWARE

### **RECEIVING PARTY DATA**

Name:	DEHC Corporation	
Street Address:	Grant Street, Suite 310	
City:	San Mateo	
State/Country:	CALIFORNIA	
Postal Code:	94402	
Entity Type:	CORPORATION: DELAWARE	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2286593	PICAS CENTRALAB

#### **CORRESPONDENCE DATA**

Fax Number: (215)279-9394

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

Email: jordan.lavine@flastergreenberg.com

Correspondent Name: Jordan A. LaVine

Address Line 1: Flaster/Greenberg, P.C.

Address Line 2: 1628 John F. Kennedy Blvd., 15th Floor Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	F0404.5006
NAME OF SUBMITTER:	Jordan A. LaVine
Signature:	/Jordan A. LaVine/
Date:	03/29/2006

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Total Attachments: 2

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# LLC BILL OF SALE AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of this 21<sup>st</sup> day of December, 2000 between DataEdge LLC, a Delaware limited liability company ("DE LLC"), and DEHC Corporation, a Delaware corporation ("DEHC").

WHEREAS, IMS Health Incorporated, a Delaware corporation ("IMS"), and DEHC have entered into a Put Option Agreement (the "Put Option Agreement"), dated as of December 15, 2000, pursuant to which DEHC has granted IMS an option to require DEHC to purchase certain assets on the terms and conditions therein contained. Capitalized terms not otherwise defined in this Agreement shall have the meanings indicated in the Put Option Agreement; and

WHEREAS, the execution and delivery of this Agreement is required under the terms of the Put Option Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

- 1. Assignment of Interests. In accordance with all of the terms and conditions of the Put Option Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DE LLC hereby grants, sells, conveys, delivers, transfers and assigns to DEHC (and its successors and assigns), and DEHC hereby acquires from DE LLC, to have and to hold forever, all of DE LLC's right, title and interest, legal and equitable, in and to the Assets, other than the Excluded Assets. DE LLC will at any time, and from time to time, at the written request of DEHC, execute and deliver to DEHC all other instruments necessary to vest in DEHC full right, title and interest in and to any of the Assets, other than the Excluded Assets. DEHC hereby accepts the assignment described in this Section 1.
- 2. Assumption of Obligations. In partial consideration for the foregoing grant, sale, conveyance, delivery transfer and assignment of the Assets (other than the Excluded Assets) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DEHC hereby assumes and agrees to pay, fully perform and discharge all of the covenants, promises, obligations and liabilities of, or imposed upon, DE LLC with respect to the Assumed Liabilities, other than the Excluded Liabilities, and otherwise agrees to take the place of DE LLC with respect to the Assumed Liabilities, other than the Excluded Liabilities. The assumption by DEHC of the Assumed Liabilities shall not be construed to defeat, impair or limit in any way any rights and remedies of DEHC to contest or dispute the validity or amount thereof with respect to any claim involving a third party. Notwithstanding anything to the contrary contained herein. DEHC shall not be obligated to assume nor does it assume pursuant hereto, any of the Excluded Liabilities which remain the liabilities of and are retained by DE LLC.

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3. Miscellaneous. This Agreement and the Put Option Agreement set forth and constitutes the full and entire understanding between the parties hereto with respect to the subject matter hereof. This Agreement shall inure to the benefit of, and be binding upon, the permitted successors, assigns, heirs, executors and administrators of the parties hereto. This Agreement may not be amended or assigned without the written consent of each party hereto. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware. In the event of any conflict between the terms of this Agreement and the Put Option Agreement, the Put Option Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above mentioned.

DATAEDGE, LLC

3y: 1

Name: HARVEY A. ASHMAN

Title: ATTOONEY- IN-FACT

**DEHC CORPORATION** 

y: Name

Name:

Jim Mc CORD

tle:  $C \mathcal{E}_{\ell}$ 

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