

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
Hugh E. Aaron		06/15/2006	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	HCPPro, Inc.		
Street Address:	200 Hoods Lane		
City:	Marblehead		
State/Country:	MASSACHUSETTS		
Postal Code:	01945		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76473947	MEDICARE BOOT CAMP	
Serial Number:	76218761	CERTIFIED CODER BOOT CAMP	
Registration Number:	2777741	MEDICARE BOOT CAMP	
Registration Number:	2546918	CERTIFIED CODER BOOT CAMP	
CORRESPONDENCE DATA			
Fax Number:	(978)774-7164		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	978-774-4123		
Email:	JDoherty@mhdpc.com		
Correspondent Name:	Jeffrey C. Doherty, Esquire		
Address Line 1:	8 Essex Center Drive		
Address Line 4:	Peabody, MASSACHUSETTS 01960		
ATTORNEY DOCKET NUMBER:	28747-6		
NAME OF SUBMITTER:	Jeffrey C. Doherty		

OP \$115.00 76473947

Signature:

/Jeffrey C. Doherty/

Date:

06/16/2006

Total Attachments: 3

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**Bill of Sale, Assignment and
Assumption Agreement**

This Bill of Sale, Assignment and Assumption Agreement (this "Agreement") dated as of June 15, 2006 is made by and among HRAI Coding Specialists, LLC, a Virginia limited liability company (the "Company"), Hugh Aaron (the "Beneficial Owner") and HCPro, Inc., a Delaware corporation (the "Purchaser"). The Company, the Beneficial Owner and the Purchaser are hereinafter collectively referred to as the "Parties" and individually as a "Party".

Recitals

Reference is made to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of the date hereof by and among the Parties;

The Parties hereto are entering into this Agreement in satisfaction of a condition precedent of the Parties to the Purchase Agreement; and

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration including that set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale and Assignment. The Company, in accordance with the terms of the Purchase Agreement, hereby sells, transfers, assigns, conveys, grants, delivers, alienates, and sets over to the Purchaser, its successors and assigns, forever, all legal, beneficial and other rights, title and interest in and to the Purchased Assets, free and clear of all liens, claims and encumbrances, to have and to hold the same unto Purchaser and its successors and assigns, for its or their use forever.

2. Assumption. The Purchaser does hereby assume and agree to pay when due, perform and discharge in accordance with the terms thereof, all of the Assumed Liabilities. The Purchaser shall not be deemed by anything contained in this Agreement, the Purchase Agreement or any other document, instrument or agreement entered into or delivered in connection with the transactions contemplated therein to have assumed any liabilities or obligations of the Company or any other person or entity of any nature whatsoever, whether or not known by the Purchaser on the date hereof, other than the Assumed Liabilities.

3. Further Assurances. Each Party agrees it will, at any time and from time to time from the date hereof, upon the request of the other Party, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, all such further acts, deeds assignments, transfers, conveyances and assurances as may be reasonably required for the better achievement of the transfers, assignments and assumptions contemplated hereunder.

4. **Representations.** The Company hereby represents to Purchaser that the representations with respect to the Purchased Assets and the Assumed Liabilities contained in the Purchase Agreement are true and correct as of the date hereof.


5. **Miscellaneous.** The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by the laws of The Commonwealth of Massachusetts (without giving effect to the principles of conflicts of law thereof). This Agreement may be executed in one or more counterparts, including by facsimile, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature Page Follows]

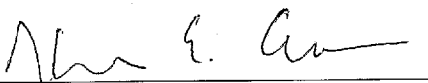
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as an instrument under seal as of this the date first written above.

HRAI CODING SPECIALISTS, LLC

HCPRO, INC.

By: 
Hugh Aaron

By: _____
Kevin Collins
Senior Vice President and
Chief Financial Officer


Hugh Aaron
Individually