

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
Opus Health Information Systems, Inc.		12/31/2004	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	OCI Ventures LLC		
Street Address:	1324-105 Motor Parkway		
City:	Hauppauge		
State/Country:	NEW YORK		
Postal Code:	11749		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3049676	DEBITRX	
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NAME OF SUBMITTER:	Elyse A. Marcus		
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Date:	10/12/2006		

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Total Attachments: 27

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CLOSING INDEX

Contribution and Sale Agreement
by and among
OCI VENTURES LLC ("OCIV")
THE OPUS-CORE CORPORATION ("Opus Core")
OPUS HEALTH INFORMATION SYSTEMS, INC. ("OHIS")
INTERACTIVE SYSTEMS & MANAGEMENT CORP. ("ISM")
and
the Shareholders of Opus Core, OHIS and ISM

December 31, 2004

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MASTER CONTRIBUTION AND SALE AGREEMENT

dated as of

December 23, 2004

by and among

OCI Ventures LLC,

The Opus-Core Corporation,

Opus Health Information Systems, Inc.,

Harvey Brofman,

Brian B. Canin,

Mark H. Schneider,

Interactive Systems and Management Corp.,

Robert E. Joerger

and

Alexander J. Phillips

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MASTER CONTRIBUTION AND SALE AGREEMENT

This Master Contribution and Sale Agreement, dated as of December 23, 2004 (this "Agreement"), is by and among OCI Ventures LLC, a Delaware limited liability company ("OCIV"), The Opus-Core Corporation, a New York corporation ("Opus Core"), Opus Health Information Systems, Inc., a New York corporation ("OHIS"), Harvey Brofman ("Brofman"), Brian B. Canin ("Canin"), Mark H. Schneider ("Schneider"), Interactive Systems and Management Corp., a New Jersey corporation ("ISM"), Robert E. Joerger ("Joerger") and Alexander J. Phillips ("Phillips").

Preliminary Statements:

A. Brofman, Canin and Schneider (the "Opus Shareholders") collectively own all of the outstanding capital stock of both Opus Core and OHIS (the "Opus Companies").

B. Joerger and Phillips (the "ISM Shareholders") together own all of the outstanding capital stock of ISM.

C. The Opus Companies and the Opus Shareholders (the "Opus Parties") and ISM and the ISM Shareholders (the "ISM Parties") wish to enter into certain transactions involving, among other things, a combination and reorganization of the current businesses of the Opus Companies and ISM under a new holding company, OCIV, in which the Opus Companies and ISM will own membership interests. OCIV will have two wholly-owned operating subsidiaries (the "New Subsidiaries"), Opus-ISM LLC, a Delaware limited liability company ("Opus-ISM"), and Opus Health LLC, a Delaware limited liability company ("Opus Health"). In anticipation of such transactions, prior to the Signing Date the Opus Parties and the ISM Parties have caused OCIV, Opus-ISM and Opus Health (the "New Companies") to be formed pursuant to the Delaware LLC Act.

Agreement:

In consideration of the foregoing and the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Defined Terms.**

As used herein, the following terms have the respective meanings set forth below, in the Section or other part of this Agreement or in the other agreement indicated below:

"Accounts Receivable" means, with respect to any Person, (a) all trade accounts receivable and other rights to payment from customers of such Person and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable

representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of such Person, (b) all other accounts or notes receivable of such Person and the full benefit of all security for such accounts or notes and (c) any claim, remedy or other right related to any of the foregoing.

“Agreement” is defined in the introductory paragraph.

“Agreement Among Shareholders” is defined in Section 6.7.

“Appurtenances” means all privileges, rights, easements, hereditaments and appurtenances belonging to or for the benefit of any Land, including all easements appurtenant to and for the benefit of any Land (a **“Dominant Parcel”**) for, and as the primary means of access between, the Dominant Parcel and a public way, or for any other use upon which lawful use of the Dominant Parcel for the purposes for which it is presently being used is dependent, and all rights existing in and to any streets, alleys, passages and other rights-of-way included thereon or adjacent thereto (before or after vacation thereof) and vaults beneath any such streets.

“A/R and Note Agreement” is defined in Section 6.3(d).

“Assets” means (a) with respect to Opus Core, the Opus Core Assets, (b) with respect to OHIS, the OHIS Assets and (c) with respect to ISM, the ISM Assets.

“Assignment and Assumption Agreements” means the Opus Core Assignment and Assumption Agreement, the OHIS Assignment and Assumption Agreement and the ISM Assignment and Assumption Agreement.

“Balance Sheet” means (a) with respect to either Opus Company, as defined in Section 8.4 and (b) with respect to ISM, as defined in Section 7.4.

“Bills of Transfer” means the Opus Core Bill of Transfer, the OHIS Bill of Transfer and the ISM Bill of Transfer.

“Breach” means any breach of, or any inaccuracy in, any representation or warranty or any breach of, or failure to perform or comply with, any covenant or obligation, in or of any Transaction Document or any other Contract, or any event that with the passing of time or the giving of notice, or both, would constitute such a breach, inaccuracy or failure.

“Brofman” is defined in the introductory paragraph.

“Brofman/OCIV Employment Agreement” is defined in Section 6.6(a)(i).

“Brofman/Opus Health Employment Agreement” is defined in Section 6.6(c).

“Brofman/Opus-ISM Employment Agreement” is defined in Section 6.6(b)(i).

“Business Day” means any day other than (a) Saturday or Sunday or (b) any other day on which banks in New York, New York are permitted or required to be closed.

"OHIS" is defined in the introductory paragraph.

"OHIS A/R" means all Accounts Receivable of OHIS.

"OHIS Assets" is defined in 3.1.

"OHIS Assignment and Assumption Agreement" is defined in Section 6.2(b)(ii).

"OHIS Assumed Liabilities" is defined in Section 3.3(a).

"OHIS Bill of Transfer" is defined in Section 6.2(b)(i).

"OHIS Contract Consents" is defined in Section 3.4.

"OHIS Contracts" means any Contract of OHIS.

"OHIS Contributed A/R" means all of the OHIS Transferred A/R other than the OHIS Sold A/R.

"OHIS Employee Plans" means any Employee Plan of OHIS.

"OHIS Excluded Assets" is defined in Section 3.2.

"OHIS Inventories" means any Inventories of OHIS.

"OHIS Loan" is defined in Section 6.3(b).

"OHIS Note" is defined in Section 6.3(b).

"OHIS Real Property" means any Real Property of OHIS.

"OHIS Retained Liabilities" is defined in Section 3.3(b).

"OHIS Retained A/R" means all OHIS A/R that, as of the Closing Date, remain unpaid more than 60 days after the applicable invoice date.

"OHIS Shares" is defined in the Agreement Among Shareholders.

"OHIS Sold A/R" means Sold A/R that is sold by OHIS to OCIV hereunder, as determined pursuant to Section 6.3(d).

"OHIS Tangible Personal Property" means any Tangible Personal Property of OHIS.

"OHIS Transferred A/R" means all OHIS A/R other than the OHIS Retained A/R.

"Opus Assets" means the Opus Core Assets and the OHIS Assets.

"Opus Companies" is defined in paragraph A of the Preliminary Statements.

not yet been obtained (or if such Consents otherwise are not in full force and effect) as of the Closing, then, in the case of each Opus Core Contract as to which such Opus Core Contract Consents were not obtained (or if such Consents otherwise are not in full force and effect) (the "Restricted Opus Core Contracts"), notwithstanding Sections 2.1 and 2.3(b), neither this Agreement nor the Opus Core Assignment and Assumption Agreement nor any other document related to the consummation of the Contemplated Transactions shall constitute a sale, assignment, assumption, transfer, conveyance or delivery or an attempted sale, assignment, assumption, transfer, conveyance or delivery of the Restricted Opus Core Contracts, and following the Closing, the Parties shall use commercially reasonable efforts, and cooperate with each other, to obtain the Opus Core Contract Consent relating to each Restricted Opus Core Contract as quickly as practicable. Pending the obtaining of such Opus Core Contract Consents relating to any Restricted Opus Core Contract (or if it is determined by the Required Managers of OCIV that it is no longer commercially reasonable to continue efforts to obtain any such Opus Core Contract Consent), the parties shall cooperate with each other in any reasonable and lawful arrangements designed to provide to OCIV (or Opus-ISM or Opus Health, as appropriate) the economic benefits and the benefits of use of the Restricted Opus Core Contract for its term (or any right or benefit arising thereunder, including the enforcement for the benefit of OCIV (or Opus-ISM or Opus Health, as appropriate) of any and all rights of Opus Core against a third party thereunder). Once an Opus Core Contract Consent for the sale, assignment, assumption, transfer, conveyance and delivery of a Restricted Opus Core Contract is obtained, Opus Core shall promptly assign, transfer, convey and deliver such Restricted Opus Core Contract to OCIV (or Opus-ISM or Opus Health, as appropriate) and OCIV (or Opus-ISM or Opus Health, as appropriate) shall assume the obligations under such Restricted Opus Core Contract assigned to OCIV (or Opus-ISM or Opus Health, as appropriate) from and after the date of assignment to OCIV (or Opus-ISM or Opus Health, as appropriate) pursuant to a special-purpose assignment and assumption agreement substantially similar in terms to those of the Opus Core Assignment and Assumption Agreement (which special-purpose agreement the parties shall prepare, execute and deliver in good faith at the time of such transfer, all at no additional cost to the Opus Parties).

3. Contribution (or Sale) of OHIS Assets and Assumption of Liabilities.

3.1 OHIS Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, but effective as of the Effective Time, OHIS shall contribute (or, in the case of the portion of OHIS Transferred A/R that is OHIS Sold A/R, sell), grant, convey, assign, transfer and deliver to OCIV, and OCIV shall acquire from OHIS, free and clear of any Encumbrances other than Permitted Encumbrances, all of OHIS's right, title and interest in and to all of OHIS's property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located, including the following (but excluding the OHIS Excluded Assets):

- (a) all OHIS Real Property, including the OHIS Real Property described in Part 8.7(a) of the Opus Disclosure Schedule;
- (b) all OHIS Tangible Personal Property;
- (c) all OHIS Inventories;

- (d) all OHIS Transferred A/R;
- (e) all OHIS Contracts, including those described in Part 8.19(a) of the Opus Disclosure Schedule, and all outstanding offers or solicitations made by or to OHIS to enter into any Contract;
- (f) all Governmental Authorizations and all pending applications therefor or renewals thereof, including those listed in Part 8.16(b) of the Opus Disclosure Schedule, in each case to the extent transferable to OCIV;
- (g) all data and Records related to the operations of OHIS, including client and customer lists and Records, referral sources, research and development reports and Records, production reports and Records, service and warranty Records, equipment logs, operating guides and manuals, financial and accounting Records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and Records and, subject to Legal Requirements, copies of all personnel Records and other Records described in Section 3.2(d);
- (h) all of the intangible rights and property of OHIS, including OHIS Intellectual Property Assets, going concern value, goodwill, telephone, telecopy and e-mail addresses and listings and those items listed in Parts 8.24(a), 8.24(d), 8.24(e), 8.24(f) and 8.24(h) of the Opus Disclosure Schedule;
- (i) all insurance benefits, including rights and proceeds, arising from or relating to the OHIS Assets or the OHIS Assumed Liabilities prior to the Effective Time, unless expended in accordance with this Agreement;
- (j) all claims of OHIS against Third Parties relating to the OHIS Assets, whether choate or inchoate, known or unknown, contingent or noncontingent, including all such claims listed in Part 3.1(i) of the Opus Disclosure Schedule; and
- (k) all rights of OHIS relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof that are not excluded under Section 3.2.

All of the property and assets to be transferred to OCIV under this Section 3.1 are herein referred to collectively as the "OHIS Assets." Notwithstanding the foregoing, the transfer of the OHIS Assets pursuant to this Agreement shall not include the assumption of any Liability related to the OHIS Assets unless OCIV expressly assumes that Liability pursuant to Section 3.3(a).

3.2 **OHIS Excluded Assets.** Notwithstanding anything to the contrary contained in Section 3.1 or elsewhere in this Agreement, the following assets of OHIS (collectively, the "OHIS Excluded Assets") are not part of the contribution and acquisition contemplated under Section 3.1, are excluded from the OHIS Assets and shall remain the property of OHIS after the Closing:

- (a) all cash, cash equivalents and short-term investments;
- (b) all minute books, stock Records and corporate seals;

not yet been obtained (or if such Consents otherwise are not in full force and effect) as of the Closing, then, in the case of each Opus Core Contract as to which such Opus Core Contract Consents were not obtained (or if such Consents otherwise are not in full force and effect) (the “**Restricted Opus Core Contracts**”), notwithstanding Sections 2.1 and 2.3(b), neither this Agreement nor the Opus Core Assignment and Assumption Agreement nor any other document related to the consummation of the Contemplated Transactions shall constitute a sale, assignment, assumption, transfer, conveyance or delivery or an attempted sale, assignment, assumption, transfer, conveyance or delivery of the Restricted Opus Core Contracts, and following the Closing, the Parties shall use commercially reasonable efforts, and cooperate with each other, to obtain the Opus Core Contract Consent relating to each Restricted Opus Core Contract as quickly as practicable. Pending the obtaining of such Opus Core Contract Consents relating to any Restricted Opus Core Contract (or if it is determined by the Required Managers of OCIV that it is no longer commercially reasonable to continue efforts to obtain any such Opus Core Contract Consent), the parties shall cooperate with each other in any reasonable and lawful arrangements designed to provide to OCIV (or Opus-ISM or Opus Health, as appropriate) the economic benefits and the benefits of use of the Restricted Opus Core Contract for its term (or any right or benefit arising thereunder, including the enforcement for the benefit of OCIV (or Opus-ISM or Opus Health, as appropriate) of any and all rights of Opus Core against a third party thereunder). Once an Opus Core Contract Consent for the sale, assignment, assumption, transfer, conveyance and delivery of a Restricted Opus Core Contract is obtained, Opus Core shall promptly assign, transfer, convey and deliver such Restricted Opus Core Contract to OCIV (or Opus-ISM or Opus Health, as appropriate) and OCIV (or Opus-ISM or Opus Health, as appropriate) shall assume the obligations under such Restricted Opus Core Contract assigned to OCIV (or Opus-ISM or Opus Health, as appropriate) from and after the date of assignment to OCIV (or Opus-ISM or Opus Health, as appropriate) pursuant to a special-purpose assignment and assumption agreement substantially similar in terms to those of the Opus Core Assignment and Assumption Agreement (which special-purpose agreement the parties shall prepare, execute and deliver in good faith at the time of such transfer, all at no additional cost to the Opus Parties).

3. Contribution (or Sale) of OHIS Assets and Assumption of Liabilities.

3.1 **OHIS Assets.** Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, but effective as of the Effective Time, OHIS shall contribute (or, in the case of the portion of OHIS Transferred A/R that is OHIS Sold A/R, sell), grant, convey, assign, transfer and deliver to OCIV, and OCIV shall acquire from OHIS, free and clear of any Encumbrances other than Permitted Encumbrances, all of OHIS’s right, title and interest in and to all of OHIS’s property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located, including the following (but excluding the OHIS Excluded Assets):

- (a) all OHIS Real Property, including the OHIS Real Property described in Part 8.7(a) of the Opus Disclosure Schedule;
- (b) all OHIS Tangible Personal Property;
- (c) all OHIS Inventories;

- (d) all OHIS Transferred A/R;
- (e) all OHIS Contracts, including those described in Part 8.19(a) of the Opus Disclosure Schedule, and all outstanding offers or solicitations made by or to OHIS to enter into any Contract;
- (f) all Governmental Authorizations and all pending applications therefor or renewals thereof, including those listed in Part 8.16(b) of the Opus Disclosure Schedule, in each case to the extent transferable to OCIV;
- (g) all data and Records related to the operations of OHIS, including client and customer lists and Records, referral sources, research and development reports and Records, production reports and Records, service and warranty Records, equipment logs, operating guides and manuals, financial and accounting Records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and Records and, subject to Legal Requirements, copies of all personnel Records and other Records described in Section 3.2(d);
- (h) all of the intangible rights and property of OHIS, including OHIS Intellectual Property Assets, going concern value, goodwill, telephone, telecopy and e-mail addresses and listings and those items listed in Parts 8.24(a), 8.24(d), 8.24(e), 8.24(f) and 8.24(h) of the Opus Disclosure Schedule;
- (i) all insurance benefits, including rights and proceeds, arising from or relating to the OHIS Assets or the OHIS Assumed Liabilities prior to the Effective Time, unless expended in accordance with this Agreement;
- (j) all claims of OHIS against Third Parties relating to the OHIS Assets, whether choate or inchoate, known or unknown, contingent or noncontingent, including all such claims listed in Part 3.1(j) of the Opus Disclosure Schedule; and
- (k) all rights of OHIS relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof that are not excluded under Section 3.2.

All of the property and assets to be transferred to OCIV under this Section 3.1 are herein referred to collectively as the “OHIS Assets.” Notwithstanding the foregoing, the transfer of the OHIS Assets pursuant to this Agreement shall not include the assumption of any Liability related to the OHIS Assets unless OCIV expressly assumes that Liability pursuant to Section 3.3(a).

3.2 **OHIS Excluded Assets.** Notwithstanding anything to the contrary contained in Section 3.1 or elsewhere in this Agreement, the following assets of OHIS (collectively, the “OHIS Excluded Assets”) are not part of the contribution and acquisition contemplated under Section 3.1, are excluded from the OHIS Assets and shall remain the property of OHIS after the Closing:

- (a) all cash, cash equivalents and short-term investments;
- (b) all minute books, stock Records and corporate seals;

each Opus Company, including each employee on leave of absence or layoff status as of such date: employer; name; job title; date of hiring; and current compensation paid or payable.

(b) Except as set forth in Part 8.22(b) of the Opus Disclosure Schedule, to the Knowledge of the Opus Parties, no officer, director, agent, employee, consultant, or contractor of either Opus Company is bound by any Contract that purports to limit the ability of such officer, director, agent, employee, consultant, or contractor (i) to engage in or continue or perform any conduct, activity, duties or practice relating to the business of such Opus Company or (ii) to assign to such Opus Company or to any other Person any rights to any invention, improvement, or discovery. No former or current employee of either Opus Company is a party to, or is otherwise bound by, any Contract that in any way adversely affected, affects, or will affect the ability of such Opus Company or OCIV to conduct the business as heretofore carried on by such Opus Company.

8.23 Labor Disputes, Compliance.

(a) Each Opus Company has complied in all material respects with all Legal Requirements relating to employment practices, terms and conditions of employment, equal employment opportunity, nondiscrimination, immigration, wages, hours, benefits, collective bargaining, the payment of social security and similar Taxes and occupational safety and health. Neither Opus Company is liable for the payment of any Taxes, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing Legal Requirements.

(b) Except as disclosed in Part 8.23(b) of the Opus Disclosure Schedule, (i) neither Opus Company has been, or is now, a party to any collective bargaining agreement or other labor contract; (ii) since January 1, 2000, there has not been, there is not presently pending or existing, and to the Knowledge of the Opus Parties there is not threatened, any strike, slowdown, picketing, work stoppage or employee grievance process involving either Opus Company; (iii) to the Knowledge of the Opus Parties, no event has occurred or circumstance exists that could provide the basis for any work stoppage or other labor dispute; (iv) there is not pending or, to the Knowledge of the Opus Parties, threatened against or affecting either Opus Company any Proceeding relating to the alleged violation of any Legal Requirement pertaining to labor relations or employment matters, including any charge or complaint filed with the National Labor Relations Board or any comparable Governmental Body, and there is no organizational activity or other labor dispute against or affecting either Opus Company; (v) no application or petition for an election of or for certification of a collective bargaining agent is pending; (vi) no grievance or arbitration Proceeding exists that might have an adverse effect upon either Opus Company or the conduct of its business; (vii) there is no lockout of any employees by either Opus Company, and no such action is contemplated by either Opus Party; and (viii) to the Knowledge of the Opus Parties, there has been no charge of discrimination filed against or threatened against either Opus Company with the Equal Employment Opportunity Commission or similar Governmental Body.

8.24 Intellectual Property Assets.

(a) Part 8.24(a) of the Opus Disclosure Schedule contains a complete and accurate list, and such Opus Company has delivered to ISM or offered ISM the opportunity to

examine accurate and complete copies, of all such Opus Company Contracts relating to such Opus Company's Intellectual Property Assets, except for any license implied by the sale of a product and perpetual, paid-up licenses for commonly available software programs with a value of less than \$5,000 under which such Opus Company is the licensee. There are no outstanding and, to the Knowledge of the Opus Parties, no threatened disputes or disagreements with respect to any such Contract.

(b) Except as set forth in Part 8.24(b) of the Opus Disclosure Schedule, the Intellectual Property Assets of the Opus Companies are all those necessary for the operation of their respective businesses as currently conducted. To the Knowledge of the Opus Parties, each Opus Company is the owner or licensee of all right, title and interest in and to each of its Intellectual Property Assets, free and clear of all Encumbrances, and has the right to use without payment to a Third Party all of the Intellectual Property Assets, other than in respect of licenses listed in such Part of the Opus Disclosure Schedule.

(c) Except as set forth in Part 8.24(c) of the Opus Disclosure Schedule, all former and current employees of each Opus Company have executed written Contracts with such Opus Company that assign to such Opus Company all rights to any inventions, improvements, discoveries or information relating to the business of such Opus Company.

(d) **Patents.**

(i) Part 8.24(d) of the Opus Disclosure Schedule contains a complete and accurate list and summary description of all Opus Core Patents and OHIS Patents.

(ii) All of the issued Opus Core Patents and OHIS Patents are currently in compliance with formal legal requirements (including payment of filing, examination and maintenance fees and proofs of working or use), are valid and enforceable.

(iii) No Opus Core Patent or OHIS Patent has been or is now involved in any interference, reissue, reexamination, or opposition Proceeding. To the Knowledge of the Opus Parties, there is no potentially interfering patent or patent application of any Third Party.

(iv) Except as set forth in Part 8.24(d) of the Opus Disclosure Schedule, (A) no Opus Core Patent or OHIS Patent is infringed or, to the Knowledge of the Opus Parties, has been challenged or threatened in any way and (B) none of the products manufactured or sold, nor any process or know-how used, by either Opus Company, to the Knowledge of the Opus Parties, infringes or is alleged to infringe any patent or other proprietary right of any other Person.

(e) **Marks.**

(i) Part 8.24(e) of the Opus Disclosure Schedule contains a complete and accurate list and summary description of all Opus Core Marks and all OHIS Marks.

(ii) Except as set forth in Part 8.24(e) of the Opus Disclosure Schedule, all Opus Core Marks and all OHIS Marks have been registered with the United States

Patent and Trademark Office, are currently in compliance with all formal Legal Requirements and are valid and enforceable.

(iii) No Opus Core Mark or OHIS Mark has been or is now involved in any opposition, invalidation or cancellation Proceeding and, to the Knowledge of the Opus Parties, no such action is threatened with respect to any of the Opus Core Marks or OHIS Marks.

(iv) To the Knowledge of the Opus Parties, there is no potentially interfering trademark or trademark application of any other Person.

(v) No Opus Core Mark or OHIS Mark is infringed or, to the Knowledge of the Opus Parties, has been challenged or threatened in any way. None of the Opus Core Marks or OHIS Marks used by the Opus Companies infringes or is alleged to infringe any trade name, trademark or service mark of any other Person.

(vi) All products and materials containing an Opus Core Mark or an OHIS Mark bear the proper federal registration notice where permitted by law.

(f) Copyrights.

(i) Part 8.24(f) of the Opus Disclosure Schedule contains a complete and accurate list and summary description of all material Copyrights of each Opus Company.

(ii) Except as set forth in Part 8.24(f) of the Opus Disclosure Schedule, all of the registered Copyrights of each Opus Company are currently in compliance with formal Legal Requirements and are valid and enforceable.

(iii) No Copyright of either Opus Company is infringed or, to the Knowledge of the Opus Parties, has been challenged or threatened in any way. None of the subject matter of any of such Copyrights infringes or is alleged to infringe any copyright of any Third Party or is a derivative work based upon the work of any other Person.

(iv) All works encompassed by such Copyrights have been marked with the proper copyright notice.

(g) Trade Secrets.

(i) With respect to each Trade Secret of each Opus Company, the documentation relating to such Trade Secret is current, accurate and sufficient in detail and content to identify and explain it and to allow its full and proper use without reliance on the knowledge or memory of any individual.

(ii) Each Opus Company has taken all reasonable precautions to protect the secrecy, confidentiality and value of all Trade Secrets (including the enforcement by such Opus Company of a policy requiring each employee or contractor to execute proprietary information and confidentiality agreements substantially in such Opus Company's standard form, and all current and former employees and contractors of such Opus Company have executed such an agreement).

(iii) Each Opus Company has good title to and an absolute right to use its Trade Secrets. The Trade Secrets are not part of the public knowledge or literature and, to the Knowledge of the Opus Parties, have not been used, divulged or appropriated either for the benefit of any Person (other than the Opus Companies) or to the detriment of either Opus Company. No Trade Secret is subject to any adverse claim or has been challenged or threatened in any way or infringes any intellectual property right of any other Person.

(h) **Net Names.**

(i) Part 8.24(h) of the Opus Disclosure Schedule contains a complete and accurate list and summary description of all Net Names of each Opus Company.

(ii) All such Net Names have been registered in the name of such Opus Company and are in compliance with all formal Legal Requirements.

(iii) No such Net Name has been or is now involved in any dispute, opposition, invalidation or cancellation Proceeding and, to the Knowledge of the Opus Parties, no such action is threatened with respect to any such Net Name.

8.25 Brokers or Finders. Except as disclosed in Part 8.25 of the Opus Disclosure Schedule, neither Opus Company nor any of its Representatives have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with the sale of such Opus Company's business or its Assets or the Contemplated Transactions.

8.26 Disclosure. No representation or warranty or other written statement made by any Opus Party in the Transaction Documents, the Opus Disclosure Schedule, any supplement to the Opus Disclosure Schedule, or otherwise in connection with the Contemplated Transactions contains any untrue statement of a material fact or omits to state a material fact necessary to make any of them, in light of the circumstances in which it was made, not misleading. No Opus Party has Knowledge of any fact that has specific application to either Opus Company (other than general economic or industry conditions) and that may materially adversely affect the assets, business, prospects, financial condition or results of operations of such Opus Company that has not been set forth in this Agreement or the Opus Disclosure Schedule.

9. Covenants Prior to Closing.

9.1 Access. During the period from the Signing Date until the Closing, subject to Sections 11 and 12.2, (a) the Parties will be afforded full and free access to the properties, contracts, books and records and all other related documents and data (all upon reasonable prior notice and subject to such requirements as to time, place and manner of disclosure as the disclosing Party may reasonably impose in order to minimize the likelihood of unauthorized disclosure) of the Opus Companies and ISM and (b) ISM and the Opus Companies will provide one another with prompt written notice of any material changes in the respective businesses of ISM or the Opus Companies.

9.2 Conduct of Business. During the period from the Signing Date until the Closing, each of the Opus Companies and ISM shall operate its business in the ordinary course and refrain

Part 8.24(e)

Marks

- (i) The following are all Opus Core Marks and OHIS Marks, but not registered trademarks:

Opus Core

OPUS Correspondent
Supply Check
Order Check
Fill-by-Fone
Refills on Time
CorrectRx
On-Track
Med-Identify
Make Money with Our Pharmacy System™
Make More Money With Our Pharmacy System™
Pharmacy WorkCenter™
Another Computer™ Solution™
Multicap™
MulticapXP™
Profit Maximizer(tm)

Obsolete:

Core-Rx
Scriptform*
Script Systems™*

OHIS™

RxLibrarian(tm)
SignatureRx™SignatureRx Delivers(tm)
RxVue(tm)
DebitRx(tm)
EZRx, EZ-Rx, EZ-Series™, EZ-MD, EZ-MD

Registered Marks:

Debitrx(tm) (registration has been received by USPTO, but has not yet been approved)

- (ii) There are no exceptions.

*These are names that were acquired by Core Software Solutions, Inc. (one of the companies that consolidated to form Opus Core) in connection with acquisitions made by the company in approximately the late 1980s. Opus Core no longer trades under these names.

Exhibit 6.2(b)(i) to Master Contribution and Sale Agreement

Bill of Transfer

This Bill of Transfer (this "**Bill of Transfer**") is dated as of December 31, 2004, by Opus Health Information Systems, Inc., a New York corporation ("**Transferor**"), in favor of OCI Ventures LLC, a Delaware limited liability company ("**Transferee**").

RECITALS

Transferor and Transferee, along with certain other parties listed therein, are parties to a Master Contribution and Sale Agreement dated as of December 23, 2004 (the "**Contribution and Sale Agreement**").

Pursuant to the Contribution and Sale Agreement, Transferor is to transfer and assign to Transferee, effective as of the Effective Time, all of Transferor's right, title and interest in and to all of the OHIS Assets free and clear of any Encumbrances other than Permitted Encumbrances.

Pursuant to the Contribution and Sale Agreement, and for and in consideration of the premises and the mutual covenants contained therein and in this Bill of Transfer, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Transferor does hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined in this Bill of Transfer shall have the meanings for such terms that are set forth in the Contribution and Sale Agreement.
2. **Transfer of Assets.** Transferor hereby contributes (or, in the case of the portion of OHIS Transferred A/R that is OHIS Sold A/R, sells) grants, conveys, assigns, transfers and delivers to Transferee, effective as the Effective Time, all of Transferor's right, title and interest in and to all of the OHIS Assets.
3. **Further Actions.** Transferor covenants and agrees to warrant and defend the contribution, sale, grant, conveyance, assignment, transfer and delivery of the OHIS Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Transferee's title to the OHIS Assets and, at the request of Transferee, to execute and deliver further instruments of transfer and assignment and take such other action as Transferee may reasonably request to more effectively transfer and assign to and vest in Transferee each of the OHIS Assets, all at the sole cost and expense of Transferor.
4. **Power of Attorney.** Without limiting Section 3 hereof, Transferor hereby constitutes and appoints Transferee the true and lawful agent and attorney in fact of Transferor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Transferor but on behalf and for the benefit of Transferee and its successors and assigns, from time to time:
 - (a) to demand, receive and collect any and all of the OHIS Assets and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Transferor or otherwise, any and all proceedings at law, in equity or otherwise, that Transferee or its successors and assigns may deem proper in order to collect or reduce to possession any of the OHIS Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by Transferee to be required to recover and collect the OHIS Assets and to use Transferor's name in such manner as Transferee may reasonably deem necessary for the collection and recovery of same,

Transferor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Transferor.

5. Terms of the Contribution and Sale Agreement. The terms of the Contribution and Sale Agreement, including but not limited to Transferor's representations, warranties, covenants, agreements and indemnities relating to the OHIS Assets, are incorporated herein by this reference. Transferor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Contribution and Sale Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution and Sale Agreement and the terms hereof, the terms of the Contribution and Sale Agreement shall govern.

6. Successors and Assigns. All covenants and other agreements contained in this Bill of Transfer by or on behalf of any of the parties bind and inure to the benefit of their respective successors, heirs and assigns whether so expressed or not. Without limitation of the foregoing, the parties acknowledge and agree that Transferee may assign any or all of its rights and benefits under this Bill of Transfer to either or both of the New Subsidiaries and that, to the extent so assigned, such rights and benefits shall inure to the benefit of the New Subsidiaries.

7. Governing Law. This Bill of Transfer shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

[remainder of page left intentionally blank -- signatures to follow]

IN WITNESS WHEREOF, Transferor has executed this Bill of Transfer as of the date first above written.

Transferor:

OPUS HEALTH INFORMATION SYSTEMS, INC.

By: _____

Name: Mark H. Schneider

Its: Chairman

[Signature Page to OHIS Bill of Transfer]

Exhibit 6.2(b)(ii) to Master Contribution and Sale Agreement

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (this "Agreement") is dated as of December 31, 2004, by and between Opus Health Information Systems, Inc., a New York corporation ("Assignor"), and OCI Ventures LLC, a Delaware limited liability company ("Assignee").

RECITALS

Assignor and Assignee, along with certain other parties listed therein, are parties to that certain Master Contribution and Sale Agreement dated as of December 23, 2004 (the "Contribution and Sale Agreement").

Pursuant to the Contribution and Sale Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, as set forth herein, and this Agreement is contemplated by Section 2 of the Contribution and Sale Agreement.

THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Contribution and Sale Agreement.
2. **Assignment and Assumption.** Effective as of Effective Time, Assignor hereby assigns, transfers and sets over (collectively, the "Assignment") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to, and all of Assignor's burdens, obligations and liabilities in connection with, each of the OHIS Assumed Liabilities. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing, in connection with the OHIS Assumed Liabilities. Assignee assumes no OHIS Retained Liabilities, and the parties hereto agree that all such OHIS Retained Liabilities shall remain the sole responsibility of Assignor.
3. **Terms of the Contribution and Sale Agreement.** The terms of the Contribution and Sale Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the OHIS Assumed Liabilities, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Contribution and Sale Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms

of the Contribution and Sale Agreement and the terms hereof, the terms of the Contribution and Sale Agreement shall govern.

4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

5. Notices. Any notices or other communications to any party under this Agreement shall be in writing and shall be hand delivered, telecopied, mailed (by registered or certified mail, postage prepaid) or delivered by a nationally recognized overnight courier service to such party at the applicable address set forth below, or to such other address as such party may designate in a notice given in accordance with this Section 15.3 of the Contribution and Sale Agreement. Notices and other communications under this Agreement will be deemed given when actually received.

To Assignor:

Opus Health Information Systems, Inc.
1324-106 Motor Parkway
Hauppauge, NY 11788
Fax: (215) 243-8277
Attention: Harvey Brofman – Confidential

To Assignee:

OCI Ventures LLC
1324-106 Motor Parkway
Hauppauge, NY 11788
Fax: (215) 243-8277
Attention: Harvey Brofman – Confidential

6. Amendments, etc. No amendment or waiver of any provision of this Agreement, and no departure by any party herefrom shall in any event be effective unless the same shall be in writing and signed by each of the parties. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

7. Successors and Assigns. All covenants and other agreements contained in this Agreement by or on behalf of any of the parties bind and inure to the benefit of their respective successors, heirs and assigns whether so expressed or not. Without limitation of the foregoing, the parties acknowledge and agree that Assignee may assign any or all of its rights and benefits under this Agreement to either or both of the New Subsidiaries and that, to the extent so assigned, such rights and benefits shall inure to the benefit of the New Subsidiaries.

8. Counterparts; Execution and Delivery by Telefacsimile or E-mail. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties

hereto. Delivery of an executed counterpart of this Agreement by telefacsimile or by e-mail of a PDF file or similar electronic image file shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or by e-mail also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

9. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

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

Assignor:

OPUS HEALTH INFORMATION SYSTEMS, INC.

By: _____

Name: Mark H. Schneider

Its: Chairman

Assignee:

OCI VENTURES LLC

By: _____

Name: Mark H. Schneider

Its: Chairman

[Signature Page to OHIS Assignment and Assumption Agreement]

Part 8.24(e)

Marks

- (i) The following are all Opus Core Marks and OHIS Marks, but not registered trademarks:

Opus Core

OPUS Correspondent
Supply Check
Order Check
Fill-by-Fone
Refills on Time
CorrectRx
On-Track
Med-Identify
Make Money with Our Pharmacy System™
Make More Money With Our Pharmacy System™
Pharmacy WorkCenter™
Another Computer™ Solution™
Multicap™
MulticapXP™
Profit Maximizer(tm)

Obsolete:

Core-Rx
Scriptform*
Script Systems™*

OHIS™

RxLibrarian(tm)
SignatureRx™SignatureRx Delivers(tm)
RxVue(tm)
DebitRx(tm)
EZRx, EZ-Rx, EZ-Series™, EZ-MD, EZ-MD

Registered Marks:

Debitrx(tm) (registration has been received by USPTO, but has not yet been approved)

- (ii) There are no exceptions.

*These are names that were acquired by Core Software Solutions, Inc. (one of the companies that consolidated to form Opus Core) in connection with acquisitions made by the company in approximately the late 1980s. Opus Core no longer trades under these names.