

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
OCI Ventures LLC		12/23/2004	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Opus Health 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	
CORRESPONDENCE DATA			
Fax Number:	(212)916-2940		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 297-5800		
Email:	NYTrademark@pitneyhardin.com		
Correspondent Name:	Elyse A. Marcus		
Address Line 1:	7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	019972-116893		
NAME OF SUBMITTER:	Elyse A. Marcus		
Signature:	/eam/		
Date:	10/12/2006		

OP \$40.00 3049676

Total Attachments: 15

source=2 OCI#page1.tif
source=2 OCI#page2.tif
source=2 OCI#page3.tif
source=2 OCI#page4.tif
source=2 OCI#page5.tif
source=2 OCI#page6.tif
source=2 OCI#page7.tif
source=2 OCI#page8.tif
source=2 OCI#page9.tif
source=2 OCI#page10.tif
source=2 OCI#page11.tif
source=2 OCI#page12.tif
source=2 OCI#page13.tif
source=2 OCI#page14.tif
source=2 OCI#page15.tif

LIMITED LIABILITY COMPANY AGREEMENT

OF

OPUS HEALTH LLC

Dated as of December 23, 2004

TRADEMARK

REEL: 003406 FRAME: 0975

**LIMITED LIABILITY COMPANY AGREEMENT
OF
OPUS HEALTH LLC**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I Definitions.....	1
ARTICLE II Organization of the Company.....	2
2.1. Formation and Name of Company.....	2
2.2. Purpose.....	2
2.3. Registered Office; Registered Agent.....	2
2.4. Principal Place of Business.....	2
2.5. Term.....	2
ARTICLE III Member.....	3
3.1. Member.....	3
ARTICLE IV Management.....	3
4.1. Management Generally.....	3
4.2. Authority of the Member.....	3
4.3. Officers.....	3
4.4. Exculpation.....	3
4.5. Indemnification.....	3
4.6. Continuing Rights.....	4
ARTICLE V Capital Contributions of Member.....	4
5.1. Initial Capital Contributions.....	4
5.2. Additional Capital Contributions.....	4
5.3. Loans by Member.....	4
ARTICLE VI Distributions and Withdrawals.....	4
6.1. Distributions.....	4
ARTICLE VII Assignment of Interest.....	4
7.1. Assignment of Interest.....	4
7.2. Admission of New Members.....	4
ARTICLE VIII Dissolution.....	5
8.1. Dissolution.....	5
8.2. Winding Up and Liquidation.....	5
8.3. Liabilities.....	5
8.4. Settling of Accounts.....	5
8.5. Distribution of Assets of the Company.....	6

TABLE OF CONTENTS
(Cont'd)

8.6. Filing.....	6
ARTICLE IX Certificates Evidencing Interests	6
ARTICLE X Tax Returns; Books and Records; Reports	6
10.1. Filing of Tax Returns.....	6
10.2. Records to be Kept.....	6
ARTICLE XI Miscellaneous	7
11.1. Other Agreements	7
11.2. Amendments	7
11.3. Successors and Assigns.....	7
11.4. Seal.....	7
11.5. Entire Agreement	7
11.6. Third Parties.....	7
11.7. Governing Law	7
11.8. Titles and Subtitles; Form of Pronouns; Construction and Definitions.....	7
11.9. Severability	7
11.10. No Waiver.....	8

Exhibit I	Certificate of Formation
Schedule A	Principal Place of Business of Company; Address of Member
Schedule B	Initial Capital Contributions

**LIMITED LIABILITY COMPANY AGREEMENT
OF
OPUS HEALTH LLC**

This Agreement is made and entered into as of the 23rd day of December, 2004 by OCI Ventures LLC, a Delaware limited liability company, as the sole member (the "Member") of Opus Health LLC (the "Company").

ARTICLE I

Definitions

For purposes of this Agreement, unless the context otherwise requires:

"Act" means the Delaware Limited Liability Company Act, as amended from time to time, or any corresponding provision of any succeeding or successor acts of the State of Delaware.

"Agreement" means this Limited Liability Company Agreement, as originally executed and as amended, modified or supplemented from time to time.

"Assign" means to effect an Assignment, by whatever means.

"Assignment" means any sale, inter vivos transfer or gift, assignment, pledge, grant of security interest, or transfer by will or trust, by operation of law or otherwise, in or of all of any party of an Interest.

"Authorized Person" means the Person who filed the initial Certificate of Formation with the Secretary of State.

"Capital Contribution(s)" means the total amount of cash and the fair market value of any other property (net of any liabilities secured by such property that the Company assumes or takes subject to) at any given time contributed to the Company by the Member pursuant to Sections 5.1 and 5.2. Any reference in this Agreement to the Capital Contribution of a then Member shall include a Capital Contribution previously made by any prior Member with respect to the Interest of such then Member.

"Certificate of Formation" means the Certificate of Formation of the Company filed with the Secretary of State, as amended, modified, or supplemented from time to time.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means the limited liability company named in the initial paragraph of this Agreement.

"Interest" means the entire ownership interest of the Member in the Company, including, without limitation, the right to act on matters submitted to the Members for action, the right to

inspect books and records of the Company and any and all other rights and benefits to which a Member may be entitled to pursuant to this Agreement or under law.

"Liquidator" shall have the meaning set forth in Section 8.2.

"Member" has the meaning set forth in the initial paragraph of this Agreement.

"Person" means any individual, partnership, joint venture, association, corporation, limited liability company, trust or other entity.

"Secretary of State" means the Secretary of State of the State of Delaware.

ARTICLE II

Organization of the Company

2.1. Formation and Name of Company. The undersigned hereby agrees to form and ratifies the formation of a Delaware limited liability company under the name "**Opus Health LLC**" pursuant to the Act. The actions of the Authorized Person in filing or causing to be filed with the Secretary of State the Certificate of Formation substantially in the form annexed hereto as Exhibit I are hereby ratified and approved. The Member shall execute and file or record with the proper offices any other certificates or instruments required by any limited liability company act, fictitious name act or similar statute in effect from time to time.

2.2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act.

2.3. Registered Office; Registered Agent. The address of the Company's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, or such other office as the Member may designate from time to time. The registered agent for service of process shall be Corporation Service Company or such other Person as the Member may designate from time to time.

2.4. Principal Place of Business. The principal place of business for the Company is set forth on Schedule A, or such other place or places as the Member may determine from time to time. The Member may at any time establish other business offices within or without of the State of Delaware.

2.5. Term. The term of the Company commenced upon the filing of the Certificate of Formation with the Secretary of State. The existence of the Company shall be perpetual unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

ARTICLE III

Member

3.1. Member. The Member shall be a Member of the Company until such Person ceases to be a Member in accordance with the Act or this Agreement. The address of the Member is set forth on Schedule A.

ARTICLE IV

Management

4.1. Management Generally. Subject to the provisions of this Agreement and the Act, the management of the Company shall be vested exclusively in the Member.

4.2. Authority of the Member. The Member shall have the power on behalf and in the name of the Company to carry out any and all of the day-to-day objectives and purposes of the Company and to perform such other acts on behalf of the Company in the ordinary course of its business that it may deem necessary, advisable or incidental thereto.

4.3. Officers. The Member may delegate its power and authority to one or more officers, employees or agents of the Company. The Member may appoint a President, Secretary, Treasurer and such other officers as the Member from time to time may deem appropriate and set their compensation. The duties of the officers of the Company shall be such as are traditionally associated with their respective offices in a Delaware corporation and as may be prescribed from time to time by the Member. Except to the extent officers are appointed and authority delegated hereunder, management authority shall remain with the Member. The Member may remove and replace officers at any time for any reason or for no reason. Any number of offices may be held by the same person, and the Member may hold any such offices.

4.4. Exculpation. Neither the officers nor the Member shall be liable to the Company or any other Member for any loss in connection with the affairs of the Company so long as such person is not guilty of fraud, willful misconduct or gross negligence.

4.5. Indemnification. The Company shall indemnify defend, save harmless and pay all judgments and claims against the Member and the officers arising from any liability or damage incurred by reason of any actions or inactions or decisions of such person that are within the scope of the authority provided hereunder or are taken upon advice of counsel, provided that the same were not fraud or the result of willful misconduct or gross negligence. The Company shall advance reasonable attorneys' fees and other costs and expenses incurred by the Member and the officers in connection with the defense of any pending or threatened action or proceeding which arises out of conduct that is the subject of the indemnification provided hereunder, subject to the agreement of such Member or officer, as the case may be, to reimburse the Company for such advance to the extent that it shall finally be determined by a court of competent jurisdiction that the Member or officer was not entitled to indemnification under this Section 4.5. The indemnification provided for herein shall not be deemed exclusive of any other rights to indemnification.

4.6. Continuing Rights. Any repeal or modification of Section 4.4 or Section 4.5 shall not adversely affect any right or protection of the Member existing at or prior to the time of such repeal or modification. The rights provided in Section 4.4 and Section 4.5 shall inure to the benefit of the heirs, executors and administrators of the Member. For purposes of Section 4.4 and Section 4.5, references to the Member shall include a former Member.

ARTICLE V

Capital Contributions of Member

5.1. Initial Capital Contribution. The initial Capital Contribution of the Member as of the date of this Agreement is set forth on Schedule B hereto.

5.2. Additional Capital Contributions. The Member shall have the right, but shall not be obligated, to contribute any additional funds required by the Company to conduct the business of the Company. Such amounts shall constitute additional Capital Contributions of the Member. No interest shall be paid to the Member on any Capital Contribution.

5.3. Loans by Member. The Member may loan or advance money to the Company. If the Member shall make any loan to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a Capital Contribution but shall be a debt due from the Company. The amount of any such loan or advance by the Member shall bear interest at a rate agreed upon by the Company and the lending Member. The Member shall not be obligated to make any loan or advance to the Company.

ARTICLE VI

Distributions

6.1. Distributions. Subject to any restrictions under applicable law, any assets of the Company may be distributed from time to time to the Member upon determination of the Member.

ARTICLE VII

Assignment of Interest

7.1. Assignment of Interest. The Member may at any time Assign all or part of its Interest in the Company to any Person at any time. If at any time such an Assignment shall cause the Company to have more than one Member, then this Agreement shall be appropriately amended to reflect the fact that the Company will then be treated as a partnership for purposes of the Code.

7.2. Admission of New Members. No Person shall be admitted as a Member of the Company after the date of this Agreement without the written consent of the Member and delivery to the Company of a written acknowledgement (in form and substance satisfactory to the Member) of the rights and obligations of this Agreement and agreement be bound hereunder.

ARTICLE VIII

Dissolution

8.1. Dissolution. The Company shall be dissolved and its affairs wound up on the first to occur of the following:

- (a) The written consent of the Member;
- (b) Sale or transfer of all or substantially all of the assets of the Company other than in the ordinary course of business and the cessation of the Company's business; or
- (c) Entry of a decree of judicial dissolution under the Act.

8.2. Winding Up and Liquidation. Upon the occurrence of an event of dissolution as defined in the Act or in Section 8.1 of this Agreement, the Company shall cease to engage in any further business, except to the extent necessary to perform existing obligations, to wind up its affairs and, if necessary to pay or establish reserves for all debts and contingent or unforeseen liabilities of the Company, to liquidate its assets. The Member, or if the Member is unable or unwilling to serve, such other Person(s) as may be selected by the Member (the "Liquidator"), shall have authority and control over the winding up and liquidation of the Company's business and affairs and shall diligently pursue the winding up and liquidation of the Company, but a reasonable time shall be allowed for any necessary, orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Company to minimize the normal losses attendant upon such a liquidation.

8.3. Liabilities. Any liquidation shall continue until the Company's affairs are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the Company are satisfied or can be adequately provided for under this Agreement. When the Liquidator has determined that there can be a final accounting, the Liquidator shall establish a date for the distribution of the assets of the Company, including any proceeds of liquidation (the "Distribution Date"). The assets of the Company, including any net proceeds of liquidation, shall be distributed to the Member as provided in Section 8.5 not later than the Distribution Date.

8.4. Settling of Accounts. Subject to any applicable provisions of the Act, upon the dissolution and liquidation of the Company, the cash of the Company and any proceeds of liquidation shall be applied as follows: (i) first, to pay all expenses of liquidation and winding up; (ii) second, to pay all debts, obligations and liabilities of the Company in the order of priority as provided by law, other than on account of the Member's contributions; and (iii) third, to establish reasonable reserves for any remaining contingent or unforeseen liabilities of the Company not otherwise provided for, which reserves shall be maintained by the Liquidator on behalf of the Company in a regular interest-bearing trust account for a reasonable period of time as determined by the Liquidator. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the Company to the Member pursuant to Section 8.5.

8.5. Distribution of Assets of the Company. Subject to any restrictions contained in the Act, upon dissolution of the Company but not later than the Distribution Date, the assets of the Company, including any net proceeds of liquidation, shall be distributed to the Member.

8.6. Filing. After the dissolution and completion of the winding up of the Company, the Liquidator shall cause to be executed and filed with the Secretary of State a certificate of cancellation in accordance with the Act.

ARTICLE IX

Certificates Evidencing Interests

The Company may, but shall not be required to, issue to the Member of the Company a certificate specifying the Interest of the Member. If a certificate for registered Interests is worn out or lost it may be renewed on production of the worn out certificate or on satisfactory proof of its loss together with such indemnity as may be required by the Company.

ARTICLE X

Tax Returns; Books and Records; Reports

10.1. Filing of Tax Returns. For so long as the Company has a single Member, it shall be disregarded as an entity for purposes of the Code, and any comparable provisions of state law, and thus shall not file income tax returns. The Company shall file any other tax returns required of it.

10.2. Records to be Kept. The Company shall keep at its principal place of business or at such other office as shall be designated by the Member:

(a) True and full information regarding the status of the financial and business condition of the Company;

(b) Copies of the Company's federal, state and local income tax returns for each year;

(c) A current list of the name and last known business, residence or mailing address of each Member;

(d) A copy of the filed Certificate of Formation and this Agreement and all amendments thereto, together with executed copies of any written powers of attorney pursuant to which any such document has been executed; and

(e) True and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by the Member and the date on which the Member became a member.

EXHIBIT I

CERTIFICATE OF FORMATION

OF

OPUS HEALTH LLC

This Certificate of Formation of Opus Health LLC is being executed by the undersigned for the purpose of forming a limited liability company pursuant to Section 18-201 of the Delaware Limited Liability Company Act.

FIRST: The name of the limited liability company is:

Opus Health LLC

SECOND: Its registered office in the State of Delaware is to be located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, 19808, and its registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 20th day of December, 2004.

Douglas E. Fiske
Authorized Person

ARTICLE XI

Miscellaneous

11.1. Other Agreements. Notwithstanding anything to the contrary herein, it is understood that all rights and obligations of the Member hereunder shall be exercised in strict accordance with the Limited Liability Company Agreement of OCI Ventures LLC dated as of December 23, 2004 (the "Member LLC") and to the extent any provision herein is inconsistent with such agreement, the Member LLC shall control.

11.2. Amendments. This Agreement may be modified or amended at any time and from time to time with the written consent of the Member.

11.3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Member and its heirs, administrators, executors, legal representatives, successors and permitted assigns

11.4. Seal. The Member may adopt a seal of the Company in such form as it shall decide

11.5. Entire Agreement. This Agreement, and the Exhibit attached hereto constitute the entire agreement of the Member with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, and understandings of the Member with respect to the Company.

11.6. Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the party hereto, and its successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

11.7. Governing Law. This Agreement shall be governed by and construed under the substantive laws of the State of Delaware, without regard to Delaware's choice-of-law provisions.


11.8. Titles and Subtitles; Form of Pronouns; Construction and Definitions. The titles of the sections and paragraphs of this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns used in this Agreement shall be deemed to include masculine, feminine and neuter form; the singular number includes the plural and the plural number includes the singular. Unless otherwise specified, references to Sections or Articles are to the Sections and Articles in this Agreement. Unless the context otherwise requires, the term "including" shall mean "including, without limitation."

11.9. Severability. If one or more provisions of this Agreement are held by a proper court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed herefrom, and the balance of this Agreement shall be enforceable in accordance with its terms.

11.10. No Waiver. Any provision of this Agreement may be waived with the written consent of the Member. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall be deemed to constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation under this Agreement.

IN WITNESS WHEREOF, the undersigned hereby executes this Agreement as of the date first above written.

OCI VENTURES LLC

By: 
Name: Mark H. Schneider
Its: Chairman

[Signature Page to Opus Health LLC Agreement]

SCHEDULE A

Principal Place of Business and Address of the Company

The principal places of business for the Company shall be 1324-106 Motor Parkway, Hauppauge, New York 11788 and 1500 Cardinal Drive, Little Falls, NJ 07424, or such other place or places as the Member may determine from time to time, provided that for purposes of any legal requirement or the giving of notices to the Company, the foregoing Hauppauge, New York address shall be deemed to be the principal place of business.

SCHEDULE B

Initial Capital Contributions

Capitalized terms used in this Schedule B and not otherwise herein have the meanings specified in the Master Contribution and Sale Agreement, dated as of December 23, 2004, by and among OCI Ventures LLC ("OCIV"), The Opus-Core Corporation, Opus Health Information Systems, Inc., and Interactive Systems and Management Corp.

The initial Capital Contribution of OCIV as of the date of this Agreement consists of the following:

- (a) the OHIS Assets (subject to the OHIS Assumed Liabilities, which are being assumed by the Company concurrently with such Capital Contribution); and
- (b) cash in the amount of the OHIS Loan, if any.