

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quovadx, Inc.		01/01/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CareScience, Inc.		
<b>Street Address:</b>	5500 Flatiron Parkway		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Boulder		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80301		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2544148	CARESCIENCE.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(720)566-4099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	720-566-4000		
<b>Email:</b>	trademarks@cooley.com		
<b>Correspondent Name:</b>	Cooley Godward Kronish LLP		
<b>Address Line 1:</b>	380 Interlocken Crescent		
<b>Address Line 2:</b>	Suite 900		
<b>Address Line 4:</b>	Broomfield, COLORADO 80021-8023		
<b>ATTORNEY DOCKET NUMBER:</b>	304194-208		
<b>NAME OF SUBMITTER:</b>	Andrew Hartman		
<b>Signature:</b>	/Andrew Hartman/		

CH \$40.00 2544148

Date:

03/27/2007

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("*Assignment*") is made and entered into effective as of January 1, 2007 ("*Effective Date*"), by and between Quovadx, Inc., a Delaware corporation ("*Quovadx*"), with its headquarters at 7600 E. Orchard Road, Suite 300-S, Greenwood Village, Colorado 80111, and CareScience, Inc., a Pennsylvania corporation ("*CareScience*") a Delaware corporation, with its principal offices at 5500 Flatiron Parkway, Suite 200, Boulder, Colorado 80301 .

### RECITALS

WHEREAS, CareScience and Quovadx are parties to that certain Agreement and Plan of Merger, dated as of August 13, 2003, pursuant to which CareScience became a wholly owned subsidiary of Quovadx (the "*Merger*") and one of several subsidiaries owned and managed by Quovadx (collectively, the "*Quovadx Group*"); and

WHEREAS, after the Merger, for the convenience of the Quovadx Group, CareScience transferred to Quovadx, and Quovadx accepted and assumed from CareScience, record title to all of CareScience's intellectual property and intellectual property rights, employees and certain other assets including certain contracts (the "*Transferred Assets*"); and

WHEREAS, Quovadx has maintained title to the Transferred Assets for the convenience of Quovadx and CareScience and for ease of administration within the Quovadx Group; and

WHEREAS, beneficial ownership of the Transferred Assets has been and continues to be held by CareScience; and

WHEREAS, Quovadx and CareScience have entered into a Services Agreement effective January 1, 2007 ("*Services Agreement*") pursuant to which Quovadx will continue to provide certain services to CareScience including services in connection with the Transferred Assets assigned hereunder; and

WHEREAS, Quovadx has determined it to be in the best interests of Quovadx and CareScience to transfer and assign to CareScience, and CareScience has agreed to accept and assume from Quovadx, all of Quovadx's intellectual property and intellectual property rights pertaining to the CareScience business, as set forth and further defined in this Agreement ("*Transferred Intellectual Property Rights*") to better align the Transferred Intellectual Property Rights under one corporate title and beneficial ownership.

NOW, THEREFORE, in consideration of the above, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Quovadx and CareScience agree as follows:

### AGREEMENT

1. **Copyright, Trademarks and Trade Names.** Quovadx does hereby irrevocably sell, assign, transfer, set over, and deliver, and cause its subsidiaries and affiliates irrevocably to sell, assign, transfer, set over, and deliver to CareScience, in perpetuity and throughout the world, the entire right, title, and interest in and to any and all of the Transferred Intellectual Property Rights, including, without limitation any and all copyright rights, copyright registrations, trademarks, trademark applications, trademark registrations, trade name rights

and the goodwill of the business and the moral rights associated therewith, and those other Registered Intellectual Property Rights set forth in **Exhibit 1** to this Agreement, both including, without limitation, the right to sue for and recover damages for any past, present or future infringement of such Transferred Intellectual Property Rights, said Transferred Intellectual Property Rights to be held and enjoyed by CareScience or its designee(s) as entirely as the same would have been held and enjoyed by the Quovadx and/or its subsidiaries had this assignment not been made.

2. **Domain Name Assignment.** Quovadx, on behalf of itself, its affiliates, owners, predecessors, and successors in interest, and its principal, and its principal's affiliates, owners, predecessors, and successors in interest, hereby assigns and transfers to CareScience all claims, rights, title and interest Quovadx has or may have in the registered domain name(s) listed in **Exhibit 2** (the "Domain Name(s)"). In addition, without limiting the foregoing, Quovadx hereby assigns and transfers to CareScience any trademark rights that Quovadx has or may have in the Domain Name(s), or any variations thereof, including all right, title, and interest in and to any trademark registrations or applications, together with the goodwill of the business symbolized by the trademark and any registrations or applications therefore.
3. Quovadx does hereby further agree and promise to execute all instruments and render all such assistance as CareScience may request in order to make and prosecute any and all applications on said Transferred Intellectual Property Rights or to confirm in CareScience or its designee(s) legal title to said Transferred Intellectual Property Rights and all intellectual property rights pertinent to said Transferred Intellectual Property Rights.
4. This Assignment shall be construed in accordance with and governed by the laws of the State of Colorado, without regard to conflicts of rules principles.
5. The terms of this Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
6. This Assignment may be executed in one or more counterparts; all which together shall constitute one and the same instrument and each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the Effective Date.

QUOVADIX, INC.

By: \_\_\_\_\_

Name: Matthew T. Pullam

Title: EVP & CFO

CARESCIENCE, INC.

By: \_\_\_\_\_

Name: Thomas Zajac

Title: President

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

EXHIBIT 1

Transferred Intellectual Property Rights

A. Copyrights

There are no registered copyrights.

Unregistered copyrights include all products, marketing, education and training materials.

B. Trademarks

Mark	Country	Status	Application/ Registration Number	Class/Goods/ Services	Date of Application/ Registration
CARESCIENCE	U.S	Filed	78/841/953	Int'l Class 35	3-21-2006
CARESCIENCE	U.S	Filed	78/841/947	Int'l Class 41	3-21-2006
CARESCIENCE	U.S	Filed	78/841/955	Int'l Class 42 and 44	3-21-2006
CARESCIENCE (and design)	U.S	Registered	2,534,223	Int'l Class 35, 41, and 42	1-29-2002
CARESCIENCE. COM	U.S.	Registered	2,544,148	Int'l Class 35, 41 and 42	8-31-2006

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**EXHIBIT 2**

**Assigned Domain Names**

- A. Website domain names: (Note: Domain names listed below registered under name of CareScience)

<b>Domain Name</b>	<b>Expiration</b>	<b>Registration</b>
carescience.com	10-5-2009	<a href="http://www.networksolutions.com/whois/results.jsp?whoistoken=1">http://www.networksolutions.com/whois/results.jsp?whoistoken=1</a>
caducis.com	10-22-2009	<a href="http://www.networksolutions.com/whois/results.jsp?whoistoken=5">http://www.networksolutions.com/whois/results.jsp?whoistoken=5</a>
projectosler.com	9-27-2008	<a href="http://www.networksolutions.com/whois/results.jsp?whoistoken=8">http://www.networksolutions.com/whois/results.jsp?whoistoken=8</a>
carescript.com	10-5-2007	<a href="http://www.networksolutions.com/whois/results.jsp?whoistoken=14">http://www.networksolutions.com/whois/results.jsp?whoistoken=14</a>