

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>	3600 Market Street		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19104		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2499942	CADUCIS MANAGER	
Registration Number:	2509172	CADUCIS NET	
Registration Number:	2733723	CADUCIS.COM	
Registration Number:	2509174	CARE MANAGEMENT SCIENCE	
Registration Number:	2503741	CARESCIENCE.COM BETTER CARE	
<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		

CH \$140.00 2499942

ATTORNEY DOCKET NUMBER:	304194-208
NAME OF SUBMITTER:	Andrew Hartman
Signature:	/Andrew Hartman/
Date:	04/11/2007
Total Attachments: 4 source=Revised Carescience Assignment#page1.tif source=Revised Carescience Assignment#page2.tif source=Revised Carescience Assignment#page3.tif source=Revised Carescience Assignment#page4.tif	

## 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*") with its principal offices at 3600 Market Street, 7<sup>th</sup> Floor, Philadelphia, Pennsylvania 19104.

### 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 I 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 & CEO

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**

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>Application/ Registration Number</b>	<b>Class/Goods/ Services</b>	<b>Date of Application/ Registration</b>
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
<b>Registered Trademarks That Have Been Abandoned</b>					
CARELEADER	U.S.	Registered	2,509,175	Int'l Class 35 and 42	11/20/01
CARESTANDARD	U.S.	Registered	2,506,038	Int'l Class 35 and 42	11/13/01
CADUCIS MANAGER	U.S.	Registered	2,499,942	Int'l Class 35 and 42	10/23/01
CADUCIS NET	U.S.	Registered	2,509,172	Int'l Class 35 and 42	11/20/01
CADUCIS.COM	U.S.	Registered	2,733,723	Int'l Class 35 and 42	7/08/03
CARE MANAGEMENT SCIENCE	U.S.	Registered	2,509,174	Int'l Class 35, 41 and 42	11/20/01
CARESCIENCE.C OM BETTER CARE(AND DESIGN)	U.S.	Registered	2,503,741	Int'l Class 35 and 42	11/06/01

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

EXHIBIT 2

Assigned Domain Names

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

Domain Name	Expiration	Registration
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>