

**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.		07/17/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Quovadx, Inc.
<b>Street Address:</b>	7600 E. Orchard Road, Suite 300-S
<b>City:</b>	Greenwood Village
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80111
<b>Entity Type:</b>	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3201662	QUOVADX
Registration Number:	3201559	QUOVADX
Registration Number:	3144387	X
Registration Number:	2969109	QDX
Registration Number:	1994113	CLOVERLEAF
Registration Number:	3160449	CLOVERLEAF
Registration Number:	3160451	CLOVERLEAF
Registration Number:	3152100	
Registration Number:	3160529	
Registration Number:	3155101	CONNECTED BY CLOVERLEAF
Registration Number:	3152085	CONNECTED BY CLOVERLEAF
Registration Number:	2594380	HXML
Registration Number:	2511895	INSURENET
Registration Number:	2565985	INSURENET

**CH \$365.00 3201662**

CORRESPONDENCE DATA

Fax Number: (650)849-7400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: Todd Bontemps  
Email: trademarks@cooley.com  
Correspondent Name: Cooley Godward Kronish LLP  
Address Line 1: 3000 El Camino Real, Five Palo Alto Sq.  
Address Line 4: Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Todd Bontemps
Signature:	/Todd Bontemps/
Date:	08/02/2007

Total Attachments: 5  
source=RW Agreement p1#page1.tif  
source=RW Agreement p2#page1.tif  
source=RW Agreement p3#page1.tif  
source=RW Agreement p4#page1.tif  
source=RW Agreement p5#page1.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment ("Assignment"), dated as of July 18, 2007, by Quovadx, Inc. (to be known as Rogue Wave Software, Inc.), a Delaware corporation ("Assignor"), to Quovadx, Inc. (f/k/a Healthcare.com Corporation), a Georgia corporation ("Assignee");

WHEREAS, Assignor owns those certain registered trademarks ("Trademarks") identified on Schedule A and Schedule B (attached hereto and made a part hereof); and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer, all right, title and interest in and to said Trademarks, including all rights to sue and recover for past infringement or wrongful use thereof everywhere in the world;


NOW, THEREFORE, in consideration of that certain Contribution Agreement dated July 18, 2007 of which the parties hereto are a party, the transactions contemplated thereby and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks is used, and with any and all pending applications, renewals and extensions of the registrations for said Trademarks that may be secured under the laws now or hereafter in effect in the United States or any other country or countries.
2. Assignor agrees, at Assignee's expense, to take such further action and to execute such additional documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment.
3. This Trademark Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Trademark Assignment under seal as of the date first set forth above.


**ASSIGNOR:**

QUOVADX, INC.

By:   
Name: Harvey A. Wagner  
Title: President and Chief Executive Officer

**ASSIGNEE:**

QUOVADX, INC. (f/k/a HEALTHCARE.COM  
CORPORATION)

By:   
Name: Harvey A. Wagner  
Title: President

STATE OF COLORADO            )  
  )  
COUNTY OF ARAPAHOE        )       :SS

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 2007, by Harvey A. Wagner, the President and Chief Executive Officer of Quovadx, Inc. and the President of Quovadx, Inc. (f/k/a Healthcare.com Corporation) as his act and deed, and the free act and deed of said corporation.



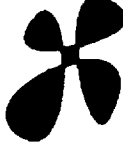


*Shirley A. Sibson*  
\_\_\_\_\_  
Notary Public  
My commission expires: *7-9-10*

[Trademark Assignment Agreement]

**Schedule A**

**US TRADEMARKS**

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.
QUOVADX	U.S.	Application No.: 78/839,193 Registration No.: 3,201,662
QUOVADX	U.S.	Application No.: 78/834,685 Registration No.: 3,201,559
X (Stylized and Color) 	U.S.	Application No. 78/561,093 Registration No. 3,144,387
QDX	U.S.	Registration No. 2,969,109
CLOVERLEAF	U.S.	Application No.: 74/588,530 Registration No. 1,994,113
CLOVERLEAF	U.S.	Application No. 78/546,487 Registration No. 3,160,449
CLOVERLEAF	U.S.	Application No. 78/546,498 Registration No. 3,160,451
 CLOVERLEAF Design in Color	U.S.	Serial No. 78/557,272 Registration No. 3,152,100
 CLOVERLEAF Design in Color	U.S.	Serial No. 78/557,274 Registration No. 3,160,529
CONNECTED BY CLOVERLEAF	U.S.	Serial No. 78/552,929 Registration No. 3,155,101
CONNECTED BY CLOVERLEAF	U.S.	Serial No. 78/552,931 Registration No. 3,152,085
HXML	U.S.	Registration No. 2,594,380

INSURENET	U.S.	Application No. 76/006,967 Registration No. 2,511,895
INSURENET	U.S.	Application No. 76/006,964 Registration No. 2,565,985