

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Implementation Specialists, Inc.		08/17/2007	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Implementation Specialists for Healthcare, Inc.		
<b>Street Address:</b>	30 Two Bridges Road		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07004		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2251418	ISH	
Registration Number:	2439794	IMPLEMENTATION SPECIALISTS FOR HEALTHCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-951-8075		
<b>Email:</b>	shannon.mcguire@bingham.com		
<b>Correspondent Name:</b>	Shannon L. McGuire		
<b>Address Line 1:</b>	150 Federal Street		
<b>Address Line 2:</b>	Bingham McCutchen		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Shannon L. McGuire		
<b>Signature:</b>	/SLMcGuire/		
<b>Date:</b>	09/06/2007		

OP \$65.00 2251418

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this 17th day of August, 2007 ("Effective Date"), is from Implementation Specialists, Inc., a corporation organized under the laws of New Jersey ("Assignor"), to Implementation Specialists for Healthcare, Inc., a corporation organized under the laws of Delaware ("Assignee").

WHEREAS, Assignor is the owner of the trademarks listed in the attached Schedule A (the "Assigned Trademarks"); and

WHEREAS, Assignee desires to acquire the Assigned Trademarks, and Assignor desires to assign the Assigned Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor does hereby sell, assign and transfer to Assignee its entire worldwide right, title and interest in the Assigned Trademarks, together with the goodwill connected with and symbolized by the Assigned Trademarks, or to which the Assigned Trademarks pertain, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor, as of the date hereof, if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. Assignee is successor to the Business of the Assignor, or the portion thereof to which the Assigned Trademarks pertain, which Business is ongoing and existing.
3. The sale, assignment and transfer set forth in paragraph 1 is subject to all licenses, options to acquire licenses or other rights granted to any third parties prior to the date of this Assignment.
4. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
5. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment, as to the Assigned Trademarks herein referred to.

6. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks.
7. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Asset Contribution Agreement dated as of an even date hereto.
8. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
9. Upon request by Assignee, Assignor will execute any and all additional documents and take other action as may be necessary or desirable to record or memorialize the assignment of the Assigned Trademarks set forth herein, in the United States or other foreign jurisdictions, as applicable, and to vest in Assignee such right, title, and interest in and to the Assigned Trademarks as granted to Assignee.

[SIGNATURES ON FOLLOWING PAGE]

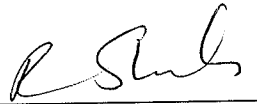
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

Implementation Specialists, Inc.

By: W Grammaticos  
Name: WILLIAM GRAMMATICOS  
Title: CFO

STATE OF <u>NJ</u>	)	
	)	:SS
COUNTY OF <u>ESSEX</u>	)	

The foregoing instrument was acknowledged before me this 9 day of AUGUST, 2007, by WILLIAM GRAMMATCAS of Implementation Specialists, Inc., as his/her act and deed, and the free act and deed of Implementation Specialists, Inc..



Notary Public:

My commission expires:

RAJUL SHAH

A Notary Public Of New Jersey

My Commission Expires 12/18/2008

**Schedule A**

**TRADEMARKS**

Legal Entity	Country	Trademark or Trade Name	Registration Number	Registration Date
Implementation Specialists, Inc.	USA	ISH	2251418	06/08/1999
Implementation Specialists, Inc.	USA	Implementation Specialists for Healthcare	2439794	04/03/2001