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
i-Plexus II, Inc.		06/22/2007	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	HealthFusion, Inc.
Street Address:	124 North Rios Avenue
City:	Solana Beach
State/Country:	CALIFORNIA
Postal Code:	92075
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2780204	CHANCELLOR

OP $40.00 2780204

CORRESPONDENCE DATA

Fax Number: (619)393-0498
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6195172272
Email: david@lizerbramlaw.com
Correspondent Name: David Lizerbram
Address Line 1: 2137 Dale Street
Address Line 4: San Diego, CALIFORNIA 92104

NAME OF SUBMITTER:	David Lizerbram
Signature:	/David Lizerbram/
Date:	09/28/2007

Total Attachments: 25
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ASSET PURCHASE AGREEMENT

Dated as of June 22, 2007

By and Between

HEALTHFUSION, INC., a Delaware Corporation
or its nominee

and

I-PLEXUS II, INC., a Georgia Corporation

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made as of the 22nd day of June, 2007, by and between HealthFusion, Inc., a Delaware Corporation, or its nominee, having its principal office at 124 N. Rios Avenue, Solana Beach, CA 92075 ("Buyer"), and i-Plexus II, Inc., a corporation organized under the laws of Georgia, having its principal office at 7505 NW Tiffany Springs Parkway, Suite 200 Kansas City, MO 64153 ("Seller").

WITNESSETH

WHEREAS, Seller, provides transaction-based electronic data interchange services to hospital customers, primarily through its "Chancellor EDT" software product, an on-site, PC-based professional and institutional claims submission and tracking application (the "Business"); and

WHEREAS, Buyer desires to purchase, and Seller desires to sell, all assets used in the operation of the Business and all customer lists upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" shall mean any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. For purposes of determining whether a Person is an Affiliate, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of securities, contract or otherwise.

"Assumed Liabilities" shall have the meaning set forth in Section 2.3.

"Business" shall have the meaning set forth above and shall include all assets, accounting systems, historical data, customer lists, advertising media, contact lists, all office supplies located in the main office of the Seller and all other things used in the operation of the Business.

"Business Day" shall mean a day other than a Saturday, Sunday or other day on which commercial banks in New York are authorized or required by law to close.

"Buyer" shall have the meaning set forth above.

"Chancellor" and/or "Chancellor EDT" shall mean the source code and operating code and any patches, modifications, alterations, improvements and "later generations" of software products utilized by the Seller in the performance of the Business including but not limited to the Chancellor EDT product for windows based systems and any other operating systems for which is have been adapted, and the "ClaimStar" product developed for use with the DOS operating system and all modifications, upgrades

and progeny. The term "Software" shall mean the Chancellor and ClaimStar software as defined in the prior sentence.

"Chancellor Subsidiary" shall mean the Affiliate entity, if any, created by HealthFusion, Inc. to acquire the Transferred Assets. In the event the Chancellor Subsidiary is not created (i.e., if HealthFusion, Inc. acquires the Transferred Assets hereunder itself, rather than under a separate entity as a subsidiary), "Chancellor Subsidiary" shall mean the Transferred Assets, the Business, and the use and operation of the Transferred Assets and the Business on and after the Closing Date, treated as a separate division of Buyer.

"Closing" shall mean the consummation of the transactions contemplated in this Agreement.

"Closing Date" shall mean July 31, 2007.

"Contracts" shall mean Seller's rights in, to, and under the contracts identified on **Schedule 1.1** and any other contracts which provide income to Seller for performance of the Chancellor EDT and/or ClaimStar operations.

"Damages" shall mean all demands, claims, actions or causes of action, assessments, losses, damages, costs, expenses, liabilities, judgments, awards, fines, sanctions, penalties, interest, charges and amounts paid in settlement, including, without limitation, reasonable costs, fees and expenses of attorneys, experts, accountants, appraisers, consultants, witnesses, investigators and any other agents or representatives of such Person. Damages shall not include consequential, incidental, punitive, or special damages.

"Encumbrance" shall mean any interest of any Person, including, without limitation, any right to acquire, option, right of preemption, or any mortgage, lease, charge, pledge, lien, encumbrance, assignment, hypothecation, security interest, title retention, claim, covenant, condition, easement or any other security agreement or arrangement or any restriction of any kind or character.

"Excluded Assets" shall have the meaning set forth in Section 2.5.

"Excluded Liabilities" shall have the meaning set forth in Section 2.4

"Liabilities" shall mean and include any direct or indirect indebtedness, guarantee, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, contingent or fixed, secured or unsecured.

"Lease" shall mean the lease between Seller (or its Affiliates or d/b/a) and ADC-CCM Missouri Partners, LLC, dated April 12, 1994, as amended, a true and complete copy of which with all amendments and extensions has been provided to Buyer and all documents comprising the Lease are identified on **Schedule 2.3(c)**.

"Lease Obligations" is defined in Section 2.3(c).

"Intellectual Property" shall mean the names "Chancellor", "ClaimStar" and "i-Plexus II", all of the patents, common law and registered trademarks, common law and registered service marks, common law and registered copyrights, applications for any of the foregoing, all material unregistered trademarks,

service marks, copyrights, trade names and all telephone numbers, web pages, advertising materials, promotional presentations (whether slide, computer, web-based or other), displays (as for conference and trade show presentation or table) and any other advertising media used in the operation of the Business including but not limited to those identified on **Schedule 1.2**. Seller shall retain the right to use the name "i-Plexus Solutions" and "i-Plexus Solutions, Inc." and the i-Plexus Solutions website and URL. Seller will place one or more hyperlinks on its website(s) and URL pages reasonably acceptable to Buyer which will be identified as institutional or hospital products, Chancellor and/or ClaimStar products, which hyperlinks will remain perpetually, subject to reasonable change and adjustment at the request and cost of Buyer, its successors and assigns. To the extent that any state requires a waiver with respect to the simultaneous use of the names "i-Plexus" and "i-Plexus Solutions" by Seller and the use of "i-Plexus II" by Buyer or its successors or assigns, each party will execute the required documentation and grant such waiver at the request of the other. Intellectual Property shall also include all customer lists, contact lists, advertising materials regardless of media, billing information and any other information used in the operation and development of the Intellectual Property including but not limited to any improvements to the Software.

"Material Adverse Effect" shall mean any change or effect that is materially adverse to the operation of the Business, the Transferred Assets, or the Assumed Liabilities in the aggregate amount of $10,000 or more.

"Person" shall mean any individual, corporation, limited liability company, unincorporated association, business trust, estate, partnership, trust, nation, political subdivision or agency thereof or any other entity.

"Personal Property" shall mean the personal property identified on **Schedule 1.3**.

"Prorations" shall have the meaning ascribed to that term in Section 2.3(b).

"Seller's Management Team" shall mean those persons identified on **Schedule 6.2.**

"Software" means the computer programs for Chancellor EDT and ClaimStar, as well as any other computer programs utilized by the Seller in the Business, including all source code and object code and any patches or improvements and all Intellectual Property contained in the Software, identified on **Schedule 1.4**.

"To the knowledge," "known by" or "known" (and any similar phrase) shall mean with respect to Seller, to the actual knowledge of William Dagher or any member of Seller's Management Team, accountants or attorneys, and with respect to Buyer, to the actual knowledge of Dr. Sol Lizerbram, Jonathan Flam, any other officer of Buyer, and Buyer's accountants and attorneys.

"Transferred Assets" shall mean the Personal Property, Software, Intellectual Property and the Contracts.

"Triggering Event" shall mean:

(A) with respect to HealthFusion, Inc., (a "HF Triggering Event") (i) the sale of the entire Common Stock of HealthFusion, Inc. to or the merger or consolidation of HealthFusion, Inc. into

or with another corporation, partnership, joint venture, trust or other entity, or the merger or consolidation of any corporation into or with HealthFusion, Inc. in which consolidation or merger the stockholders of HealthFusion, Inc. receive distributions of cash or securities as a result of such sale, consolidation or merger in complete exchange for their shares of capital stock of HealthFusion, Inc., or (ii) the sale or other disposition of all or substantially all the assets of HealthFusion, Inc., unless, upon consummation of such merger, consolidation or sale of assets, the holders of voting securities of HealthFusion, Inc. immediately prior to such transaction continue to own directly or indirectly not less than a majority of the voting power of the surviving or acquiring corporation; and

(B) with respect to the Business being acquired hereunder, (a "Chancellor Triggering Event") shall mean (i) the sale, merger or consolidation of the division or subsidiary of HealthFusion, Inc. which owns and/or operates the Business being acquired hereunder (the "Chancellor Subsidiary") into or with another corporation, partnership, joint venture, trust or other entity (in which consolidation or merger HealthFusion, Inc. receives distributions of cash or securities as a result of such consolidation or merger in complete exchange for their shares of capital stock of the Chancellor Subsidiary), or (ii) the sale or other disposition of all or substantially all the assets of the Chancellor Subsidiary.

ARTICLE II
PURCHASE AND SALE

Section 2.1. On the terms and subject to the conditions set forth in this Agreement, Seller hereby sells, transfers, assigns and delivers the Transferred Assets to Buyer, and Buyer hereby purchases from Seller such Transferred Assets.

Section 2.2. Purchase Price. In consideration of the sale, transfer, assignment, and delivery of the Transferred Assets, Buyer shall pay Seller cash in an aggregate amount of One Million Two Hundred Thousand Dollars ($1,200,000) as adjusted herein (the "Purchase Price"). The Purchase Price shall be adjusted for any Excluded Liabilities actually assumed by Buyer and any Prorations.

Section 2.3. Assumed Liabilities. Subject to the terms and conditions of this Agreement, on the Closing Date Buyer shall agree to pay, perform and discharge when due the following, and only the following, Liabilities of Seller relating to the Business (collectively, the "Assumed Liabilities"):

(a) All Liabilities under and pursuant to any of the Contracts to the extent the Seller's obligations thereunder are undelivered, or unperformed on the Closing Date, and

(b) All Contracts including but not limited to the Lease, and any deposits or prepaid expenses, prepaid rent and additional rent, invoices or obligations under the Lease and/or the other Contracts. All such Contracts and the Lease shall be prorated as of the Closing Date (the "Prorations"). The Purchase Price will be adjusted at Closing for the Prorations.

(c) All Liabilities that arise from and after the Closing Date on account of Buyer's conduct or operation of the Business, use of the Transferred Assets and/or the sale of any products or services of the Business sold or provided by Buyer from and after the Closing Date;

(d) The Lease. A true and correct copy of the Lease has been provided to the Buyer and the documents comprising the Lease are identified on **Schedule 2.3(c)** attached hereto. Buyer shall be responsible for all rent and additional rent and the other obligations under the Lease arising on and after the Closing Date.

Section 2.4. Excluded Liabilities. All Liabilities arising prior to the Closing Date other than the Assumed Liabilities. The Excluded Liabilities include, but are not limited to, all tax payments (sales, employee withholding, etc.), all employee benefits accrued prior to the Closing, all contracts not included in Contracts, all Contract and Lease obligations accruing prior to the Closing Date and all requirements to complete bulk sale filings and payment to provide bulk sale liability protection to Buyer. The parties will prorate Lease Obligations as of the Closing Date. Seller will provide proof of payment of all taxes and withholdings for employees and sales taxes, and will further provide Bulk Sale Clearance and Tax Clearance certificates if applicable as promptly as they are available. Seller will comply with the Bulk Sale and Tax Clearance filing requirements for sale of substantially all of the assets of Seller. Notwithstanding the foregoing, Buyer agrees to assume the employee benefit obligations accrued prior to Closing (eg., vacation time accrued, sick leave accrued, but not any payment, 401k or other retirement or pre-tax employee savings plan or any employee withholding obligations) with respect to all employees actually hired by Buyer, and all such assumed obligations shall be an adjustment to the Purchase Price.

Section 2.5. Excluded Assets. The Seller shall not sell, transfer, assign, convey or deliver to Buyer, and Buyer will not purchase or accept, any assets of Seller that are not Transferred Assets. The Excluded Assets include, but are not limited to, all Seller's cash and all accounts receivable for work performed or product supplied prior to the Closing Date. Seller will credit Buyer for all payments received by Seller before Closing for product, work or services to be provided by Buyer on or after the Closing Date. Seller will pay over to Buyer any payments received by Seller after the Closing for product, work or services provided or to be provided by Buyer.

Section 2.6. Allocation of Purchase Price. The aggregate Purchase Price (including the assumption by Buyer of the Assumed Liabilities) shall be allocated among the Transferred Assets for tax purposes as set forth on **Schedule 2.6**. Seller and Buyer will follow and use such allocation in all tax returns, filings or other related reports made by them to any governmental agencies and neither shall contend or represent that such allocation is incorrect.

ARTICLE III
LEASE

Section 3.1 Seller shall deliver to Buyer at Closing the following documents concerning the Lease:

(a) An estoppel certificate from the Landlord (the "Estoppel Certificate") in form substantially as attached hereto as **Schedule 3.1.1**;

(b) An assignment and assumption of the Lease (the "Assignment of Lease") in form attached hereto as **Schedule 3.1.2.**

(c) An executed Consent from the Landlord of the Lease approving the transfer of the Lease to Buyer or its nominee acquiring the Business (the "Consent") if Buyer determines that such Consent is required pursuant to the terms of the Lease. The form of Consent will be prepared by Buyer if it determines such Consent is required.

(d) An executed acknowledgment from Landlord recognizing the Buyer as the Tenant in the Lease.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

Section 4.1. Organization, Good Standing. Seller is a Georgia Corporation duly organized, validly existing and in good standing under the laws of Georgia. Seller will provide a current certificate of good standing to Buyer at or before Closing.

Section 4.2. Execution and Effect of Agreement. Seller has the corporate power and authority to enter into this Agreement and the other agreements contemplated hereby, and the execution and delivery of this Agreement and such other agreements and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally and to the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity). Seller will provide Buyer with certified copies of all necessary corporate action at or before Closing.

Section 4.3. Restrictions. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (a) violate any of the provisions of the charter or bylaws of Seller or (b) conflict with or result in a breach of, or give rise to a right of termination of, or accelerate the performance required by the terms of any judgment, court order or consent decree, or any agreement, indenture, mortgage or instrument to which Seller is a party or to which they or their property is subject, or constitute a default thereunder, except where such conflict, breach, right of termination or default would not have a Material Adverse Effect.

Section 4.4. Litigation. There is no action, at law or in equity, arbitration proceeding or governmental investigation pending or, to the knowledge of any officer or director of Seller, threatened by or before any court, any governmental or administrative agency or commission, or arbitrator, against Seller, (a) that could reasonably be expected to prevent the consummation of any of the transactions contemplated hereby or (b) that would cause a Material Adverse Effect.

Section 4.5. Intellectual Property.

(a) Seller has good and exclusive title to, and a valid and enforceable power and unqualified right to sell, license, lease, transfer, use or otherwise exploit, all versions and releases of the Software and all Intellectual Property, free and clear of all Encumbrances. Seller is in actual

possession of the source code and object code for each computer program included in the Software. No Person other than Seller has any right or interest of any kind or nature in or with respect to the Software or any portion thereof or any rights to sell, license, lease, transfer, use or otherwise exploit the Software or any portion thereof. All assignments and assumptions of all registered Intellectual Property have been properly completed and Seller is identified on the federal (and state if state registered) databases as the sole owner of the registered Intellectual Property. At Closing, Seller will complete and execute all documentation reasonably required by Buyer to effectuate the sale, assignment and transfer of the Intellectual Prospects to Buyer.

(b) Except as specified in **Schedule 4.5(b)**, no agreement, license or other arrangement pertaining to any of the Software (including without limitation any development, distribution, marketing, use, or maintenance agreement, license or arrangement) to which Seller is a party will terminate or become terminable by any party thereto as a result of the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

(c) The Intellectual Property includes all of the intellectual property rights owned or licensed by Seller that are used or reasonably necessary to operate the Business as it is now operated and includes all of the intellectual property rights owned or licensed by Seller that are used in the development, marketing, licensing or support of the Software. Seller has (i) good and exclusive title to, and a valid and enforceable power and unqualified right to use, the Intellectual Property owned by Seller free and clear of all Encumbrances; and (ii) Seller has the valid and enforceable power and right to use the Intellectual Property licensed by Seller as currently used by Seller; and to the knowledge of Seller, no person other than Seller has any right or interest of any kind or nature in or with respect to the Intellectual Property owned by Seller or any portion thereof or any rights to use, market or exploit the Intellectual Property or any portion thereof. To the extent not previously obtained, Seller must obtain for the benefit of Buyer the waiver and release by all employees of Seller and its related entity, i-Plexus Solutions, Inc. of any and all rights any such employees may have in the Intellectual Property, all such waiver and release forms to be delivered to Buyer at Closing. The form of such waiver will be provided by Buyer within five (5) days following full execution hereof.

(d) To the knowledge of Seller, neither the existence nor the sale, license, lease, transfer, use, reproduction, distribution, modification or other exploitation by Seller of any Software or other Intellectual Property as such Software or Intellectual Property, as the case may be, is or was sold, licensed, leased, transferred, used or otherwise exploited by Seller does or did (i) infringe, whether directly by inducement, contributory, vicariously or otherwise, any patent, trademark, copyright or other intellectual property right of any other Person; (ii) constitute a misuse or misappropriation of any trade secret, know how, process, proprietary information or other right of any other Person; or (iii) entitle any other Person to any interest therein or right to compensation from Seller or any of its successors or assigns by reason thereof. Seller has not received any written complaint, assertion, threat or allegation or otherwise has written notice of any claim involving either matters of the type contemplated by the immediately preceding sentence or otherwise challenging the ownership, use, validity or enforceability of any of the Software or any Intellectual Property.

(e) To the knowledge of Seller, there has been no infringement, misappropriation or other violation of any Software or other Intellectual Property, and no claim has been brought by Seller

against any third-party alleging infringement, misappropriation, or other violation of any Software or other Intellectual Property.

Section 4.6 Contracts and Lease. Seller is not in default under any of the Contracts or the Lease, nor, to the knowledge of Seller, has any event or omission occurred that, through the passage of time or the giving of notice, or both, would constitute a default thereunder or cause the acceleration of any of Seller's obligations or result in a creation of any Encumbrance on any of the Transferred Assets or the Lease. To the knowledge of any officer or director of Seller, no third-party is in default under any of the Contracts, nor has any event or omission occurred that, through the passage of time or the giving of notice, or both, would constitute a default thereunder. Except as set forth in **Schedule 4.6**, no consents are required to assign the Contracts to Buyer. Subject to Section 10.15 below, any consents which are required for assignment of the Contracts to Buyer will be obtained by Seller in writing and delivered to Buyer at or before Closing.

Section 4.7. Title. Seller has and will convey to Buyer good and marketable title to the Personal Property free and clear of all Encumbrances. No other Person has any right to the use or possession of any of the Personal Property, and Seller has not entered into any other agreement with any other Person, whether written or oral, to sell any of the Transferred Assets.

Section 4.8. Consents. No consent of any governmental or judicial authority or of any other Person is required for the execution or delivery by Seller of this Agreement and the other instruments and documents required or contemplated herein or the consummation of the transactions contemplated by this Agreement.

Section 4.9. Compliance With Law. In connection with the operation of the Business, Seller has complied in all material respects with all laws, ordinances, rules, regulations, and judicial or administrative orders applicable to the operation of the Business, and Seller has not received any written notice asserting non-compliance with any of the foregoing.

Section 4.10. Certain Contract Information. To Seller's knowledge, **Schedule 4.10** sets forth a materially true and accurate list of year-to-date revenue, billings and collections as of June 30, 2007 with respect to the customers identified thereon, based on Seller's accounting record. Seller will update weekly until the Closing Date.

Section 4.11 Trade Names. To the Knowledge of Seller, the only common law trade names used by the Business are "i-Plexus II", "Chancellor EDI" and "ClaimStar". To the Knowledge of Seller, (i) no claims have been asserted by any person to the use of any such trade names, service marks or copyrights or to any trade secrets, technology, know-how or processes used by Seller; (ii) Seller has not, nor has Seller been alleged to have, infringed upon any patent, trademark, trade name, service mark or copyright or misappropriated or misused any invention, trade secret or other proprietary information entitled to legal protection; (iii) Seller has not asserted any claim of infringement, misappropriation or misuse against any person; and (iv) Seller has good and valid common law title to, or otherwise possesses adequate and exclusive rights to use, all of their respective trademarks, trade names, service marks, copyrights, inventions, trade secrets and other proprietary information necessary to permit Buyer, after the date hereof, to conduct the business being acquired hereunder in the same manner as such business has been conducted since September 15, 2005.

Section 4.12 Personal Property Leases and Financing Arrangements. To the Knowledge of Seller, there are no real and/or personal property leases, subleases, concessions, occupancy agreements, conditional sales agreements or other title retention agreements (collectively, the "Personal Property Leases" and individually a "Personal Property Lease") to which Seller is a party, as lessor or lessee, in connection with its business and the Transferred Assets that will not be terminated at Closing. Excluded from this covenant is the Lease.

Section 4.13 Warranties and Covenants Concerning the Real Estate. Seller warrants and represents as follows:

(a) "i-Plexus Solutions II" (sic) is identified in the most recent amendment or addendum to the Lease as the Tenant under the Lease. Seller has the right to cause the Tenant to assign the Lease to Buyer. References to "Seller" in this Section 4.13 and elsewhere in this Agreement with respect to the Lease shall mean Seller and the actual Tenant under the Lease. At Closing, Seller will provide to Buyer the acknowledgement of the Landlord under the Lease that Buyer (or its nominee) is the Tenant under the Lease from and after the Closing Date.

(b) To the Knowledge of Seller, Seller has not received any written notice from any insurance company of any defects or inadequacies in connection with the Leased Premises or the operation of same which have not been fully complied with.

(c) To the Knowledge of Seller, the Leased Premises is zoned to permit the use of premises presently thereon.

(d) To the Knowledge of Seller, there are no building and use restrictions, easements, rights of way, ordinances, laws or regulations that presently preclude the present uses of the Leased Premises the personalty, fixtures and equipment, or any assets described in Article II hereof.

(e) To the Knowledge of Seller, all required certificates of occupancy, approvals and permits have been obtained from all applicable governmental or other units, agencies or bodies of government and all fees have been paid for all such certificates, approvals or permits, and if a certificate of occupancy is required for any transfer of the Lease, Seller will obtain same for the benefit of Buyer and provide same at or before Closing;

(f) To the Knowledge of Seller, no public improvements have been ordered, threatened or announced for which an assessment against the Leased Premises or the building of which it is upon shall be made and there are no public improvements assessed against the Premises which have not been fully paid for;

(g) To the Knowledge of Seller, no special assessments have been levied against the Leased Premises that are outstanding and unpaid;

(h) To the Knowledge of Seller, there are no outstanding notices with respect to the Leased Premises of uncorrected violations of the building, safety or fire ordinances or regulations applicable thereto;

(i) To the Knowledge of Seller, there are no claims, lawsuits or proceedings pending, or threatened against, or relating to the Leased Premises in any court or before any governmental agency which will not be satisfied at Closing.

(j) To the Knowledge of Seller, the Leased Premises is not in violation of any state or federal environmental law or regulation applicable to such Premises.

(k) At Closing there will be no outstanding contracts made by Seller for any Improvements to the Leased Premises which have not been fully paid for and Seller shall cause to be discharged all mechanics' or materialmen's liens arising from any labor or materials furnished to the Leased Premises at Seller's order prior to the time of Closing.

(l) To the Knowledge of Seller, there have been as of this date no hazardous or toxic wastes (as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and the Superfund Amendment Act of 1986 ("SARA") and any subsequent amendment or addition thereto), discharged or released on, under or about the Leased Premises, and the Leased Premises is and has at all times been free of and not contaminated by any "hazardous waste" as defined In CERCLA, SARA, or any other environmental hazards or contamination provided under any applicable federal, state or local statutes, regulations and ordinances.

Section 4.14 True Copies; No Defaults. To the Knowledge of Seller, the Contracts, Leases, Personal Property Leases and other documents delivered by Seller to Buyer under this Agreement are and at the time of Closing will be true and correct copies, and are and at the time of Closing will be in full force and effect, without default by any party.

Section 4.15 Shareholders. The owners and their respective shares of common stock are identified on **Schedule 4.15.**

Section 4.16. Brokerage Fees. No broker, finder or investment banker is entitled due to the actions of Seller to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated hereby.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 5.1. Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware, and has full corporate power and authority to carry on its businesses as now being conducted.

Section 5.2. Execution and Effect of Agreement. Buyer has the corporate power and authority to enter into this Agreement and the other agreements contemplated hereby, and the execution and delivery of this Agreement and such other agreements and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally and to the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity).

Section 5.3. Restrictions. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (a) violate any of the provisions of the charter or by-laws of Buyer, or (b) conflict with or result in a breach of, or give rise to a right of termination of; or accelerate the performance required by the terms of any judgment, court order or consent decree, or any agreement, indenture, mortgage or instrument to which Buyer is a party or to which it or its property is subject, or constitute a default thereunder, except where such conflict, breach, right of termination or default would not have a material adverse effect on Buyer.

Section 5.4. No Lawsuits; Consents. There is no lawsuit, proceeding or investigation pending or, to the knowledge of Buyer, threatened against Buyer that prevents the consummation of any of the transactions contemplated hereby. Except for filings, consents, approvals and authorizations the failure to obtain or make would not have a material adverse effect on the Buyer, no filing, consent, approval or authorization of any governmental authority or of any third party on the part of the Buyer is required in connection with the execution and delivery of this Agreement or any instrument contemplated hereby or the consummation of any of the transactions contemplated hereby.

Section 5.5. Brokerage Fees. No broker, finder or investment banker is entitled due to the actions of Buyer to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated hereby.

ARTICLE VI
EMPLOYEES; MANAGEMENT TEAM; LOGOS

Section 6.1. Employees. As of the Closing Date, Buyer shall offer employment to all those employees of the Business identified on **Schedule 6.1** (the "Employees") at not less than their existing wage levels with Seller and shall provide the Employees with not less than the same benefits provided to the Employees by Seller. Nothing in this Agreement shall prohibit Buyer from terminating the Employees, changing compensation levels or other terms and conditions of employment following the Closing Date. See also Section 10.15 concerning cross-utilization of employees by Buyer and i-Plexus Solutions, Inc. following the Closing. All accrued benefit costs assumed by Buyer shall be an adjustment to the Purchase Price pursuant to Sections 2.2 and 2.4 above. All employees hired by Buyer and all employees utilized in any cross-utilization of employees will be required to execute a waiver and release of all rights in the Software, and any enhancements, patches or other programming or development work with respect to the Software and/or the Chancellor and ClaimStar products, regardless whether such work was performed prior to the Closing or is to be performed after the Closing. To the extent that any current employee of i-Plexus II, Inc. performs work for i-Plexus Solutions, Inc., or an employee of i-Plexus Solutions, Inc. performs work for Buyer, each company agrees to lease the employee to the other on a cost basis. i-Plexus Solutions, Inc. shall give Buyer reasonable notice of i-Plexus Solutions, Inc.'s intention to fire or otherwise change the status of any employee utilized in any cross-utilization, so that Buyer may take appropriate steps to prevent any interruption of Buyer's business. **The terms of this Section relating to post-closing obligations between Seller, Buyer and i-Plexus Solutions, Inc. shall survive the Closing and remain in effect until terminated by mutual agreement of the parties to this section. I-Plexus Solutions, Inc. will execute this Agreement to confirm its agreement to this Section.**

Section 6.2. Management Team; Key Employees. The Agreement of Employees identified on **Schedule 6.2** (the "Management Team") to continue as employees with the Buyer after the Closing shall be a condition precedent to the Buyer's obligation to proceed.

Section 6.3 William Dagher; Continued Efforts Agreement. William Dagher will continue for a period of at least 36 months to pursue business opportunities as an independent contractor for the Business after Closing without separate payment, relying on the Earnback (defined below) and the Purchase Price for compensation (the "Continued Efforts Agreement"). The form of the Continued Efforts Agreement is attached hereto as **Schedule 6.3** and will be executed by all necessary parties at the Closing.

Section 6.4. Logos; Websites; Links. From and after the Closing Date, Buyer will be the sole owner of the Seller's logos (including but not limited to the graphics, slogans and catch-phrases used in the advertising) and the names "Chancellor", Chancellor EDT", ClaimStar" and "i-Plexus II" (collectively, the "Logos") on Buyer's marketing material; provided, however, that such Logos shall be used solely to market the Transferred Assets and their enhancements and progeny. As soon as reasonably possible, all webpages related to the Software will be transferred to the Buyer's website or a website designated by the Buyer, and Seller will set up hyperlinks on its websites providing a direct link to the website(s) designated by Buyer. I-Plexus Solutions, Inc.'s website and URL are www.iplexus.net. Buyer will transition the name "i-Plexus" to HealthFusion within two years and cease thereafter to use such name.

Section 6.5 **The terms of this Article VI will continue in full force and effect after the Closing Date.**

ARTICLE VII
EARNBACK

Section 7.1 Earnback; EarnbackTerms.

(a) Provided William Dagher reasonably fulfills his obligations under the Continued Efforts Agreement for the three year period commencing on the Closing Date, he shall have the opportunity to earn back up to 20% (in the aggregate) of the equity stake represented by the Chancellor Subsidiary (the "Earnback").

(b) The amount of the Earnback will be determined in accordance with the formula set forth on the schedule attached hereto as **Schedule 7.1** based on the reasonable determination of the Buyer's accountants, in accordance with the then-current accounting methods reasonably approved and applied by Buyer's then-accountants, subject to William Dagher's right to review and comment, of the total EBITDA earnings of the Chancellor Subsidiary during the 36 month period following the Closing (the "Earnback Period").

(c) If William Dagher does not reasonably fulfill his obligations under the Continuing Efforts Agreement for the full three year period following the Closing Date, or if he or any entity in which he is an owner or participant violates the Non-compete Agreement and/or Non-Disclosure Agreement described in Section 8.5 herein, he will lose the right to participate in the Earnback, and in such event, there will be no distribution of Earnback to anyone. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall have no further remedy against William Dagher should he fail to reasonably fulfill his obligations under the Continuing Efforts Agreement.

(d) If there is a Triggering Event prior to the expiration of the Earnback Period, the average monthly EBITDA for the period from Closing through the date of the Triggering Event will be determined based on the reasonable determination of the Buyer's then-accountants, in accordance with the then-current accounting methods reasonably approved and applied by Buyer's then-accountants (subject to William Dagher's right to review and comment) and that amount will be multiplied by 36 to determine the deemed cumulative EBITDA (the "Deemed EBITDA") to determine the level of Earnback applicable.

(e) Upon determination of the cumulative 36 month EBITDA (or the Deemed EBITDA) of the Chancellor Subsidiary, any Earnback will be converted to an equity stake in the Chancellor Subsidiary. Any distributions to the shareholders (including HealthFusion, Inc.) of the Chancellor Subsidiary thereafter will be distributed pro-rata to the Buyer and William Dagher and any other owners of the Chancellor Subsidiary.

(f) If the Chancellor Subsidiary is not an entity (i.e., if HealthFusion, Inc. acquires the Transferred Assets hereunder itself, rather than under a separate entity as a subsidiary) or if there is a HF Triggering Event, then William Dagher will be entitled to receive an equity interest (Common Stock) in HealthFusion, Inc. based on the following formula:

> 2.91% (the "Chancellor Ratio" determined as the arbitrary present value of i-Plexus II divided by the total present value of HealthFusion, Inc. after the acquisition of the Transferred Assets) times the Earnback percentage (up to a cap of 20%) determined as set forth above.

The percentage so determined will then be multiplied by the then-total issued and outstanding Common Stock of HealthFusion, Inc. (as a percentage of the total Common Stock of HealthFusion, Inc. at the time of the calculation without regard to the shares to be issued pursuant to the Earnback or any additional shares that are required to be issued to other shareholders due to the Earnback) to determine the number of shares of HealthFusion, Inc. Common Stock that are to be allocated to William Dagher.

(g) Any distributions to the shareholders of HealthFusion, Inc. Common Stock thereafter will be distributed pro-rata to William Dagher and any other owners of HealthFusion, Inc. Common Stock.

(h) Any Earnback will be distributed solely to William Dagher. Buyer does not require any further allocation or distribution among the other shareholders of Seller, which shall be determined, if at all, solely by William Dagher.

(i) At reasonable times, on reasonable notice and during normal business hours during the Earnback Period, unless a Triggering Event shall have occurred, and not more often than twice in any 12 months, Buyer shall permit William Dagher and his legal, accounting and financial advisors to have full access to the books, records and employees of the Chancellor Subsidiary, all at William Dagher's sole cost and expense.

(j) At all times during the Earnback Period, unless a Triggering Event shall have occurred, Buyer and William Dagher agree that, with respect to all matters related to this Agreement, each shall act in a commercially reasonable manner, in good faith and in the spirit of fair dealing such that the intent of this Agreement is carried out to the fullest extent practicable.

(k) The terms of this ARTICLE VII shall continue in full force and effect after the Closing Date.

Section 7.2 Effect of Chancellor Triggering Event. If a Chancellor Triggering Event occurs at any time prior to the issuance of HealthFusion, Inc. Common Stock to William Dagher, if eligible, the net proceeds of such sale, after deduction of all costs and expenses of sale, as reasonably determined by Buyer's then-accountants, in accordance with the then-current accounting methods reasonably approved

and applied by Buyer's then-accountants (after review and reasonable discussion by William Dagher), will be allocated to all equityholders in the Chancellor Subsidiary including but not limited to William Dagher, based on his percentage Earnback entitlement, if any, and HealthFusion, Inc.

Section 7.3 Effect of HF Triggering Event. If an HF Triggering Event occurs at any time (i) prior to the issuance of HealthFusion, Inc. Common Stock to William Dagher, if eligible, or (ii) after issuance of Chancellor Subsidiary equity interests toWilliam Dagher, the Earnback equity for him will be calculated pursuant to Section 7.1. above. William Dagher, if eligible, as a shareholder of HealthFusion, Inc. arising from an Earnback, will participate equally with all other holders of HealthFusion, Inc. Common Stock in the receipt of cash, notes, stock or other securities in payment of any distribution from such asset sale or sale of stock.

Section 7.4. Effect of Death or Disability of William Dagher Prior to Completion of Earnback Period. If, prior to the completion of the Earnback Period (or an applicable Triggering Event which terminates the obligations of William Dagher under the Continuing Efforts Agreement), William Dagher dies or becomes disabled (i) to the extent that his disability insurer determines such disability to be "permanent and stationary" and he is entitled to and receives full compensation under his disability insurance plan, or (ii) in the absence of a disability insurer, if in the reasonable belief of Seller after due diligence and medical or other appropriate testing, William Dagher is found to have become permanently unable to fulfill the regular and reasonable performance requirements of the Continuing Efforts Agreement (a "Disability"), then

(a) the percentage interest in the Chancellor Subsidiary (or Healthfusion, Inc., if Section 7.1(e) is applicable) earned by William Dagher shall be determined by multiplying the amount determined by application of Section 7.1(d) based on the sales generated by William Dagher times a factor equal to the number of full or partial months from the Closing Date to the Date of Death or Disability divided by 36.

ARTICLE VIII
CLOSING

Section 8.1. Closing. The Closing shall take place at the offices of Astor Weiss Kaplan & Mandel, 200 S. Broad Street, Suite 600, Philadelphia, PA 19102, on the Closing Date (which shall not be later than July 31, 2007 or at such other location as the parties agree. The Closing shall be effective as of 5:00 p.m. on the Closing Date. All proceedings to be taken and all documents to be executed and delivered at the Closing shall be deemed to have been taken and executed simultaneously, and no proceedings shall be deemed taken nor any documents executed or delivered until all have been taken, executed or delivered.

Section 8.2. Deliveries by Seller. At the Closing, Seller shall deliver to Buyer or its nominee the following:

(a) A bill of sale for the Transferred Assets in form and substance reasonably satisfactory to Buyer, duly executed by Seller;

(b) Assignment and assumption agreements in form and substance reasonably satisfactory to Buyer, duly executed by Seller for (i) the Contracts; (ii) formal documentation required for transfer of any common law and registered and unregistered trademarks, copyrights and other

Intellectual Property including but not limited to the name "Chancellor" and the right to continue to use the Logos as permitted herein;

(c) A certificate of the Secretary of Seller dated the Closing Date, setting forth copies of the resolutions of Seller's Board of Directors, authorizing the execution and delivery of this Agreement and the consummation of the transactions contemplated herein and certifying that such resolutions have not been amended or rescinded and are in full force and effect; and

(d) Documentation necessary to change the corporate name of Seller and any affiliates so that "i-Plexus II" is not part of the corporate name of any such entity;

(e) Executed documents with respect to the Lease as follows:

i. Estoppel Certificate executed by Landlord;
ii. Assignment and Assumption of Lease executed by the Tenant therein; and
iii. Consent to Assignment executed by Landlord if it is determined by Buyer that a consent is required under the terms of the Lease; and

(f) Bulk Sale and Tax Clearance filings from Seller.

(g) Such other documents, instruments or agreements as may be reasonably requested by Buyer to effectuate the transactions contemplated by this Agreement.

Section 8.3. Deliveries by Buyer. At the Closing, Buyer shall deliver, or cause to be delivered by its nominee, to Seller the following:

(a) A wire transfer of immediately available funds to the account or accounts designated by Seller in an amount equal to One Million Two Hundred Thousand Dollars ($1,200,000), as adjusted for Excluded Liabilities assumed by Buyer and any Prorations.
(b) An assignment and assumption agreement in form and substance reasonably satisfactory to Seller, duly executed by Buyer or its nominee for (i) the Contracts; (ii) formal documentation required for transfer of any common law, registered and unregistered trademarks, copyrights and other Intellectual Property including but not limited to the name "Chancellor", and the right to continue to use the Logos;
(c) A certificate of the Secretary or an Assistant Secretary of Buyer or its nominee, dated the Closing Date, setting forth copies of the resolutions of the Board of Directors of such entity, authorizing the execution and delivery of this Agreement and the consummation of the transactions contemplated herein, and certifying that such resolutions have not been amended or rescinded and are in full force and effect; and
(d) Such other documents, instruments or agreements as may be reasonably requested by Seller to effectuate the transactions contemplated by this Agreement

Section 8.4. Post-Closing Assistance. For a period of not less than 36 months after the Closing Date, William Dagher shall use commercially reasonable efforts to assist Buyer in obtaining the assignment of all Contracts that Buyer reasonably and in good faith determines to be critical to the successful transfer of the Transferred Assets as provided in this Agreement; provided, however, that under no circumstances shall Seller be obligated to pay any amounts not expressly provided for under the

express terms of the Contracts as in effect on the Closing Date. This obligation comprises part of the Continuing Efforts Agreement.

Section 8.5. Non-competition. Each Shareholder shall execute a Non-Disclosure and Non-Compete Agreement substantially in form attached hereto as **Schedule 8.5**.

ARTICLE IX
SURVIVAL OF REPRESENTATIONS; INDEMNIFICATION

Section 9.1. Survival. The representations and warranties contained in Article IV shall survive the Closing for a period expiring on the first anniversary of the Closing Date. No claim resulting from the breach of any representation, warranty, covenant or agreement set forth in Article IV above shall be made following the time the applicable representations, warranties, covenants or agreements may expire in accordance with the preceding first sentence of this Section 9.1.

Section 9.2. Indemnification of Buyer.

(a) Subject to the terms of this Article IX, effective as of and from and after the Closing Date, Seller shall indemnify the Buyer and hold it harmless against and in respect of any and all Damages that arise or result from any breach or inaccuracy of any of Seller's representations or warranties contained in this Agreement or the failure of Seller to perform any of its covenants or agreements contained in this Agreement.

(b) Notwithstanding the foregoing or anything to the contrary in this Agreement:

(i) Seller shall have no obligation to indemnify or hold harmless Buyer hereunder until the aggregate amount of Damages incurred by Buyer exceeds $10,000 (the "Deductible Amount"). In the event the aggregate amount of all Damages incurred by Buyer exceeds the Deductible Amount, Buyer shall be entitled to indemnification only for the amount of Damages that exceed the Deductible Amount (subject to the other limitations contained in this Article IX); and

(ii) Seller shall have no obligation to make indemnification payments hereunder that exceed, in the aggregate, $1,200,000.

(c) In determining the Deductible Amount and in otherwise determining the amount of any Damages for which Buyer is entitled to assert a claim for indemnification, the amount of any such Damages shall be determined after deducting therefrom the amount of any insurance proceeds or other third party recoveries received by Buyer in respect of such Damages (which recoveries the Buyer agrees to use diligent efforts to obtain) and the amount of any tax benefit related thereto. If an indemnification payment is received by the Buyer, and the Buyer later receives insurance proceeds, other third party recoveries, or tax benefits in respect of the related Damages, the Buyer shall immediately pay to Seller a sum equal to the lesser of (i) the actual amount of insurance proceeds, other third party recoveries, or tax benefit or (ii) the actual amount of the indemnification payment previously paid by Seller with respect to such Damages. If Seller makes any indemnification payment hereunder, Seller shall be subrogated, to the extent of such payment, to all rights and remedies of the indemnified party to any insurance benefits or other claims or benefits of the indemnified party with respect to such claim.

Section 9.3 Indemnification of Seller. Buyer shall indemnify Seller and hold Seller harmless against and in respect of any and all Damages that arise or result from or are related to any breach or inaccuracy of any of Buyer's representations and warranties or the failure of Buyer to perform any of its covenants or agreements contained in this Agreement.

Section 9.4. Procedure for Indemnification.

(a) Any party making a claim for indemnification hereunder shall notify the indemnifying party of the claim in writing, describing the claim, the amount thereof, and the basis therefor. The party from whom indemnification is sought shall respond to each such claim within twenty (20) Business Days of receipt of such notice. No action shall be taken pursuant to the provisions of this Agreement or otherwise by the party seeking indemnification until the later of (i) the expiration of the 20-Business Day response period (unless reasonably necessary to protect the rights of the party seeking indemnification), or (ii) thirty (30) days following the termination of the 20-Business Day response period if a response received within such 20-day period by the party seeking indemnification requested an opportunity to cure the matter giving rise to indemnification (and, in such event, the amount of such claim for indemnification shall be reduced to the extent so cured within such 30-day cure period). If such demand is based on a claim by a third party or a governmental authority, the indemnifying party shall have the right to assume the entire control of the defense thereof, including at its own expense, employment of counsel reasonably satisfactory to the indemnified party, and, in connection therewith, the party claiming indemnification shall cooperate fully to make available to the defending party all pertinent information under its control. In such event, the indemnifying party shall have the right to settle or resolve any such claim by a third party, provided however, that any such settlement or resolution contemplated by Seller, as the indemnifying party, that involves any action by the Buyer other than the payment of money (which is paid in full or in part by Seller, subject to and up to the limits contained in Section 7.1 hereof) shall not be concluded without the prior written approval of the Buyer, which approval shall not be unreasonably withheld.

(b) Where the indemnifying party or the indemnified party is defending and controlling any claim, they shall select counsel, contractors, experts and consultants of recognized standing and competence to take all steps necessary in the investigation, defense or settlement thereof and shall at all times diligently and promptly pursue the resolution thereof. The party conducting the defense thereof shall at all times act as if all losses relating to any such claim are for its own account and shall act in good faith and with reasonable prudence to minimize losses therefrom.

Section 9.5 The terms of this Article IX shall survive the Closing.

ARTICLE X
MISCELLANEOUS

Section 10.1. Expenses and Taxes. All legal, accounting and other costs and fees incurred by Seller in connection with the transactions contemplated by this Agreement shall be borne and paid for by Seller. All legal, accounting and other costs and fees incurred by Buyer in connection with the transactions contemplated by this Agreement shall be borne and paid for by Buyer. All taxes (other than value added taxes or taxes on, relating to or measured by income or gains), stamp duty, notarial,

registration and recording fees and similar taxes resulting from or relating to the transfer of the Transferred Assets to Buyer shall be borne one-half by Buyer and one-half by Seller.

Section 10.2. Entire Agreement. This Agreement, the Schedules hereto and the agreements contemplated by this Agreement constitute the entire agreement and understanding between the parties hereto in respect of the matters set forth herein, and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Other than as set forth in this Agreement and the Schedules hereto, no representations, warranties, covenants, agreements or conditions, express or implied, whether by statute or otherwise, have been made by the parties hereto.

Section 10.3. Construction of Certain Provisions. It is understood and agreed that any dollar amount specified in any of the representations, warranties and covenants herein or the inclusion of any specific items on the Schedules hereto is not intended to imply that higher or lower amounts, or that the items that have been so included, are or are not material and neither party shall use the fact of the setting of such amounts or the fact of the inclusion of any such items on the Schedules hereto in any dispute or controversy between the parties on whether any obligation, item or matter not described herein or included on a Schedule hereto is or is not material for purposes of this Agreement. The inclusion of any item on one Schedule shall be deemed for purposes of this Agreement to be an inclusion of such item on all other Schedules where such item may be required to be listed pursuant to this Agreement.

Section 10.4. Amendment and Waiver. This Agreement may be amended, modified, supplemented or changed in whole or in part only by an agreement in writing making specific reference to this Agreement and executed by each of the parties hereto. Any of the terms and conditions of this Agreement may be waived in whole or in part, but only by an agreement in writing making specific reference to this Agreement and executed by the party that is entitled to the benefit thereof.

Section 10.5. Binding Agreement and Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement and the rights of the parties hereunder may not be assigned, and the obligations of the parties hereunder may not be delegated, in whole or in part, without the prior written consent of the other party hereto.

Section 10.6. No Third Party Beneficiaries. Nothing in this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies.

Section 10.7. Notices. Any notice, request, instruction or other document or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given upon delivery in person or five (5) Business Days after being deposited in the mail, postage prepaid, for mailing by certified or registered mail or one (1) Business Day after being deposited with an overnight courier, charges prepaid, as follows:

If to Seller, delivered or mailed to:

i-Plexus II, Inc.
925 Gunter Court
Alpharetta, GA 30022
Attn: William Dagher

With a copy to:

Robert Welch
Drew, Eckl & Farnham, LLP
880 West Peachtree Street
Atlanta, GA 30309

If to Buyer, delivered or mailed to:

HealthFusion, Inc.
124 North Rios Avenue
Solana Beach, CA 92075
Attn: Dr. Sol Lizerbram

With copy to:

Michael D. Renner, Esquire
Astor Weiss Kaplan & Mandel, LLP
200 S. Broad Street, Suite 600
Philadelphia, PA 19102

David M. Lizerbram, Esquire
David Lizerbram & Associates
3852 Third Avenue, Suite 1
San Diego, CA 92103

or to such other address or addresses as may be specified in writing at any time or from time to time by either party to the other party hereto.

Section 10.8. Further Assurances. The parties hereto each agree to execute, make, acknowledge, and deliver such instruments, agreements and other documents as may be reasonably required to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby.

Section 10.9. Article and Section Headings. The Article and Section headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation of this Agreement or any of its terms and conditions. All references to Sections in this Agreement are to Sections of this Agreement.

Section 10.10. Governing Law. This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of California, without regard to the conflict of laws and principles thereof.

Section 10.11. Construction. As used in this Agreement, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural. With regard to each and every term and condition of this Agreement and any and all agreements and instruments subject to the terms hereof, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the parties hereto desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration shall be given to the issue of which party hereto actually prepared, drafted or requested any term or condition of this Agreement or any agreement or instrument subject hereto.

Section 10.12. Counterparts for Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Fax execution will be deemed equivalent to live execution.

Section 10.13. Public Announcement. Except as required by applicable laws and regulations, including without limitation the disclosure requirements under applicable federal and state securities laws, and the requirements of any applicable stock exchange or other trading market, neither party shall make any press release or other public announcement of this Agreement or the transactions contemplated by this Agreement prior to the Closing without the prior consultation and consent of the other party. Seller will have any public announcement after Closing approved by Buyer in advance.

Section 10.14. Mediation. Prior to either party hereto filing suit, any controversy or claim arising out of or relating to this Agreement, or any actual or alleged breach hereof, shall be referred to mediation to be conducted by an independent mediator selected by the mutual agreement of the parties hereto or, if the parties are unable to mutually agree upon a mediator after negotiating in good faith for a period of 15 days, then by an independent mediator selected by the American Arbitration Association ("AAA") in San Diego, California. Mediation shall be conducted in accordance with AAA's Rules of Mediation. The costs of such mediation shall be borne equally by the parties; provided, however, that each party shall pay the fees and expenses of its own counsel and experts.

Section 10.15. Contracts to be Fulfilled Post-Closing by Seller for the Benefit of Buyer. For any of Seller's existing vendor agreements, including, but not limited to, the WebMD ENVOY Agreement dated as of January 21, 2005, as amended ("WebMD Agreement") and those agreements identified on **Schedule 10.15** attached hereto, and any Contracts identified by Buyer during the period from the date hereof through the Closing Date, where such agreements are not assignable, or where an assignment of the agreement to Buyer may interrupt the quality of service to Seller's existing customers, or where Buyer has elected not to pursue assignment of the Contract at this time for any reason, i-Plexus Solutions, Inc. and Seller hereby each agree to assign and deliver all revenue received by them or either of them arising out of such agreements to Buyer until such agreements can be and are assigned to Buyer. In order for i-Plexus Solutions to continue to perform the transactions described under such agreements, Buyer hereby agrees to lease Buyer's claims processing software to i-Plexus Solutions at a reasonable price to be determined by the parties after Closing. i-Plexus Solutions hereby agrees to maintain compliance with all such agreements. In addition, i-Plexus Solutions will maintain best efforts to renew all such agreements, will keep Buyer apprised of any material renewal terms and of the progress of renewal discussions, and will promptly notify Buyer if any vendor notifies i-Plexus Solutions of the vendor's intent to terminate an agreement. **The terms of this Section 10.15 shall survive Closing and remain in effect until terminated by mutual agreement of the parties hereto. I-Plexus Solutions, Inc. agrees to execute this Agreement to signify its acceptance of the foregoing Section 10.15.**

Section 10.16 Continued Use of Chancellor Program to Service Seller Clients. Seller or its Affiliates utilizes the Chancellor software program to service certain of its physician clients not being assumed by Buyer hereunder. At Closing, Buyer and Seller will execute an agreement to permit Seller and its Affiliates to utilize the Chancellor software program at the standard cost for the applicable use.

Section 10.17 Continued use of Address by Seller and its Affiliates. For a period of one (1) year from the Closing, Seller and its Affiliates shall be permitted to continue to use the office address as and for receipt of payments and other mail. Buyer agrees to periodically, not less than weekly forward

such mail to Seller at the address as directed by Seller. This Section shall survive Closing and remain if effect for a period of one year.

Section 10.18 Execution in Counterparts; Fax Execution. This Agreement and each of the agreements or other documents to be executed pursuant hereto may be executed in counterparts each of which when combined with signature pages of all parties shall be a single unified contract. Fax execution of this Agreement is permitted and is deemed to be equal to live execution. Notwithstanding the foregoing, the parties agree to circulate two originals of this Agreement for same page execution by all parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have set their hands and seals as of June 22, 2007.

i-Plexus II, Inc.

_____

William Dagher, President

HealthFusion, Inc.

_____

Sol Lizerbram, President Chairman

_____

William Dagher, Individually

i-Plexus Solutions, Inc. executes this Agreement as to Section 6.1 and Section 10.15 only.

i-Plexus Solutions, Inc.

_____

William Dagher, President

IN WITNESS WHEREOF, the parties have set their hands and seals as of June 22, 2007.

i-Plexus II, Inc.

William Dagher, President

HealthFusion, Inc.

Sol Lizerbram, President Chairman

William Dagher, Individually

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i-Plexus Solutions, Inc.

William Dagher, President