

**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>
ProxyMed, Inc.		01/31/2008	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PlanVista Corporation		
<b>Street Address:</b>	4010 Boy Scout Blvd., Ste. 200		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33607		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3223142	NPPN	
<b>Serial Number:</b>	78958913	NPPN NATIONAL PREFERRED PROVIDER NETWORK A MEDAVANT NETWORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)365-9532		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-504-7633		
<b>Email:</b>	trademark@mmmlaw.com		
<b>Correspondent Name:</b>	Scott Cross		
<b>Address Line 1:</b>	Morris, Manning & Martin, LLP		
<b>Address Line 2:</b>	3343 Peachtree Road, N.E.		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30326		
<b>NAME OF SUBMITTER:</b>	Scott Cross		
<b>Signature:</b>	/Scott Cross/		
<b>Date:</b>	02/01/2008		

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Total Attachments: 5

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is executed this 31<sup>st</sup> day of January 2008, by ProxyMed, Inc., a Florida corporation (the "Assignor") and PlanVista Corporation, a Delaware corporation (the "Assignee").

**WHEREAS**, pursuant to the Stock Purchase Agreement dated November 8, 2007 (the "Stock Purchase Agreement") by and among CCB Acquisition, LLC, a Delaware limited liability company (the "Buyer"), Coalition America, Inc., a Georgia corporation ("CAI") and the Seller, the Seller has agreed to sell and the Buyer has agreed to purchase the Business (as defined in the Stock Purchase Agreement);

**WHEREAS**, pursuant to the terms of the Stock Purchase Agreement, Assignor has agreed to assign to Assignee all right, title and interest in and to all of the Intellectual Property Assets, including, but not limited to, the trademarks on Schedule A attached hereto ("Trademarks"), the copyrights attached hereto on the same Schedule A ("Copyrights"), the patents and patent applications attached hereto on the same Schedule A ("Patents"), and the Net Names (as defined in the Stock Purchase Agreement) on Schedule A hereto;

**WHEREAS**, Assignor owns and has adopted, used and is using in its business the Trademarks listed on Schedule A;

**WHEREAS**, Assignor owns, or is the author of, certain original works of authorship that have been fixed in a tangible medium, including the registered copyrights and other original works of authorship listed on Schedule A;

**WHEREAS**, Assignor is the owner of the entire right, title and interest in and to all of the patents and patent applications listed on Schedule A;

**WHEREAS**, the Assignor and Assignee desire that the assignment of said rights in the Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), that the assignment of said rights be made of record in the applicable state trademark offices (where applicable), all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office;

**NOW, THEREFORE**, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows effective as of the Closing (as defined in the Stock Purchase Agreement):

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Intellectual Property Assets, including the following assignments:

(a) Assignor hereby assigns, transfers and delivers to Assignee, all right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) Assignor hereby assigns, transfers and delivers to Assignee all right, title, and interest in and to the Copyrights including all registrations and applications, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. Assignor hereby waives any claim that Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyrights law of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) Assignor hereby assigns, transfers and delivers to Assignee the full, exclusive, and entire right, title, and interest in and to the Patents, including any provisional rights therein, in and to any divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in said application and improvements thereof, preparatory to obtaining Letters Patent of the United States therefor; and Assignor hereby requests the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, or reissue thereof, to Assignee, as the assignee, for its interest and for the sole use and benefit of Assignee and its assigns and legal representatives.

(d) Assignor hereby assigns, transfers and delivers unto Assignee the full, exclusive, and entire right, title, and interest in and to any foreign patent or application or applications corresponding to said patent or application, in whole or in part, including any provisional rights therein, in countries other than the United States in part, in and to any Letters Patent and similar protective rights granted on said foreign patents or applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, said foreign applications to be filed and issued in the name of Assignee, or its designee insofar as permitted by applicable law.

(e) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Net Names.

2. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee and CAI as reasonably necessary to give full effect to and perfect the rights of Assignee in the Intellectual Property Assets, and Assignor agrees to execute and deliver all documents and to take all such other actions as Assignee, CAI or their respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating fully with Assignee and CAI to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office. Assignor further agrees that all necessary records of Assignor to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to Assignee, in the event such records are needed in connection with any of the assigned Letters Patent or applications for Letters Patent.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Georgia without regard to its conflict of laws doctrines.

4. Delivery of Tangible Items. Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, that are in the possession or control of Assignor.

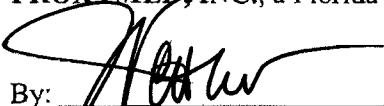
5. Maintenance. Assignor agrees that he has and shall instruct his attorneys and agents who maintain and prosecute the Intellectual Property Assets to take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force and in effect in the interim until Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

*[Signature follows on next page.]*

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment is executed and delivered as of the date first written above:


**ASSIGNOR:**

**PROXYMED, INC.**, a Florida corporation

  
By: \_\_\_\_\_  
Name: John Lettko  
Title: Chief Executive Officer

**ASSIGNEE:**

**PLANVISTA CORPORATION**

  
By: \_\_\_\_\_  
Name: John Lettko  
Title: Chief Executive Officer

**EXHIBT A**

Trademarks

<u>Description</u>	<u>Class</u>	<u>Type of Mark</u>	<u>Registration Number</u>	<u>Reg. Date</u>
NPPN	35,36,44	Service Mark	3223142	3/27/07
NPPN National Preferred Provider Network a Medavant Network & Design	35,36,44	Service Mark	78958913 (Serial Number)	8/23/06 (Application Filed)

Copyrights

None

Patents

None

Net Names

NPPN.com  
Claimpass.com  
Claimpass.net  
Claimpass.org  
Nationalprovidernetwork.com  
Payerserv.com  
Payerserv.net  
Payerserv.org  
Planserv.com  
Planserv.net  
Planserv.org  
Planvista.com  
Planvista.net  
Planvista.org  
Planvista.info