

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Intranexus, Inc.

Individual(s)           Association  
 General Partnership    Limited Partnership  
 Corporation- State: Virginia  
 Other \_\_\_\_\_  
 Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Resource Bank  
Internal  
Address: Attn.: Mr. L. Lakoski  
Street Address: 4428 Bonney Road  
City: Virginia Beach  
State: VA  
Country: USA Zip: 23462

Association          Citizenship \_\_\_\_\_  
 General Partnership   Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation              Citizenship Virginia  
 Other \_\_\_\_\_          Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No (Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) March 15, 2001

Assignment                   Merger  
 Security Agreement         Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ B. Trademark Registration No.(s) 1,557,696

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
Allegra; Sapphire; Intranexus and Intranexus (service mark) and Sapphire (service mark)

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Williams Mullen  
Internal Address: M. Bruce Harper  
Street Address: 222 Central Park Avenue, Suite 1700  
City: Virginia Beach  
State: VA Zip: 23462  
Phone Number: 757-499-8800  
Fax Number: 757-473-0395  
Email Address: bharper@williamsmullen.com

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 40.00

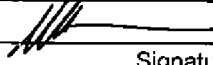
Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card          Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-0766  
Authorized User Name M. Bruce Harper

**9. Signature:** \_\_\_\_\_ March 4, 2008

  
Signature          Date

M. Bruce Harper  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 21

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 500766 1557696

## AGREEMENT

AGREEMENT, dated as of this 15<sup>th</sup> day of March, 2001, by and among Siemens Medical Solutions Health Services Corporation, a Delaware corporation ("Siemens"), and J.R. O'Pry Consulting Incorporated, a Virginia corporation ("JROC").

1.

1.1 Purchased Assets. Effective as of the Closing Date (as hereinafter defined), subject to the terms hereof Siemens hereby sells, transfers, conveys, delivers and assigns to JROC and JROC, in reliance upon the representations and warranties of Siemens herein made and in the exhibits and schedules annexed hereto, hereby purchases from Siemens, the following assets used in the Allegra Business (collectively the "Transferred Assets"):

(a)

(b)

(c)

(d) Subject to Section 2.6, all right, title and interest in and to the  
and the Intellectual Property as defined in Section 7.8 and Schedule 7.8; and

(e)

REDACTED

1.2

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2.

2.1

2.2

2.3

(a)

REDACTED

(b)

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(c)

2.4

2.5

REDACTED

2.6 Conveyance of Ownership of Allegra \_\_\_\_\_ and Trademark. Provided that JROC is not then in breach of this Agreement, all right, title and interest in and to the \_\_\_\_\_ and the Intellectual Property shall be considered a Transferred Asset under this Agreement and shall immediately, and without further action, convey without restriction of any kind to JROC on the expiration of the Restrictive Period and, on the written request of JROC, Siemens shall execute the Ownership Verification in the form attached hereto as Exhibit A to confirm the ownership by JROC of all right, title and interest in and to the \_\_\_\_\_ and the Intellectual Property. JROC acknowledges and agrees that, subject to the restrictions set forth in Section 2.7, Siemens shall continue to have the right to incorporate ideas, objects, concepts or functions of the \_\_\_\_\_ into other \_\_\_\_\_ products after ownership of the \_\_\_\_\_ is transferred to JROC under this Section 2.6.

2.7

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4.

4.1

REDACTED

4.2

(a)

(b)

(i)

(ii)

(c)

4.3

(a)

REDACTED

(b)

(c)

(d)

5.

5.1

(a)

(b)

(i)

REDACTED

(ii)

(iii)

5.2

(a)

REDACTED



(b)

(c)

6.

6.1

REDACTED

(a)

(i)

(ii)

(iii)

(iv)

(b)

(i)

(ii)

7.

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7.2

REDACTED

7.3

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7.6

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7.8 Intellectual Property Rights.

(a) Schedule 7.8 sets forth a true and complete list of each fictitious business name, tradename, registered and unregistered trademark (with respect to registered trademarks, indicating each jurisdiction in which such trademarks are registered or applied for and all registration and application numbers), service mark and related application, patent, patent right and patent application, copyright in published and material unpublished works, proprietary formula, trade secret and invention, used by Siemens in the Allegra Business, other than the (as defined below) (collectively, the "Intellectual Property").

REDACTED

(b)

7.9

(a)

(b)

7.10

7.11

7.12

7.13

REDACTED

(a)

(b)

(c)

7.14

7.15

7.16

7.17

REDACTED

7.18

8.

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9.

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REDACTED

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9.5

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REDACTED

10.

10.1

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10.3

10.4

REDACTED



(b)

10.5

(a)

(b)

(c)

(d)

11.

11.1

REDACTED

11.2

11.5

11.4

11.5

(a)

(b)

11.6

REDACTED

11.7

11.8 Further Assurances. At any time from time to time after the Closing, without further consideration, the parties shall execute and deliver such other instruments and take such other action as may be reasonably required to accomplish the transactions contemplated by this Agreement.

11.9

11.10

11.11

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date and year first above written.

J.R. O'PRY CONSULTING  
INCORPORATED

By: [Signature]  
Name: J.R. O'Pry  
Title: President

SIEMENS MEDICAL SOLUTIONS  
HEALTH SERVICES CORPORATION

By: [Signature]  
Name: Hans Mehl  
Title: Senior VP + CFO

REDACTED

**SCHEDULE 7.8**  
**Intellectual Property**

The trademark "ALLEGRA" registered in the U.S. Trademark Office (Reg. # 1,557,696) on September 26, 1989, expiring on September 26, 2009.

Copyright in the Software.

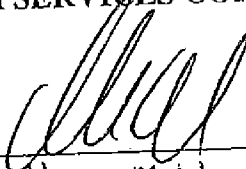
REDACTED

**SIEMENS MEDICAL SOLUTIONS HEALTH SERVICES CORPORATION**, a Delaware corporation ("Assignor"), for value received from **J.R. O'PRY CONSULTING INCORPORATED**, a Virginia corporation ("Assignee"), and pursuant to and in accordance with the provisions of the Agreement dated March 15, 2001, to which this Bill of Sale is attached ("Agreement"), does hereby sell, convey, transfer, assign and deliver to Assignee and its successors and assigns, all of the Transferred Assets (as defined in the Agreement), to have and to hold the same forever to its and their own use and benefit.

Assignor agrees that it will, at any time and from time to time, at the written request of Assignee, execute and deliver to Assignee all other and further instruments as are reasonably necessary to vest in Assignee all of the right, title and interest of Assignor in or to any of the Purchased Assets as contemplated in the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on its behalf by a duly authorized officer, all as of this 15<sup>th</sup> day of March, 2001.

**SIEMENS MEDICAL SOLUTIONS  
HEALTH SERVICES CORPORATION**

By:   
 Name: Hans Mehl  
 Title: Senior VP + CFO