

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
POSITION MANAGER, INC. DBA CALL 24, INC.		01/31/2008	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	HEALTHCARESOURCE HR, INC.		
Street Address:	8 Winchester Place		
Internal Address:	Suite 304		
City:	Winchester		
State/Country:	MASSACHUSETTS		
Postal Code:	01890		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77254786	HEALTHCARESOURCE	
Serial Number:	77254760	POSITION MANAGER	
CORRESPONDENCE DATA			
Fax Number:	(973)597-2400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler PC		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	19208/1		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		

CH \$65.00 77254786

Signature:	/Vanessa A. Ignacio/
Date:	09/10/2008
Total Attachments: 22 source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page1.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page2.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page3.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page4.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page5.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page6.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page7.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page8.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page9.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page10.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page11.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page12.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page13.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page14.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page15.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page16.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page17.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page18.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page19.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page20.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page21.tif source=Healthcaresource HR, Inc. (Assignment from Position Manager, Inc.)#page22.tif	

CONTRIBUTION AGREEMENT

CONTRIBUTION AGREEMENT, dated as of January 31, 2008, by and between **POSITION MANAGER, INC.**, a Massachusetts S corporation (the "Contributor"), and **HEALTHCARESOURCE HR, INC.**, a Delaware corporation (the "Company").

WHEREAS, the Contributor is a company focused on creating and facilitating a hosted human resources and recruiting and placement solution (the "Business");

WHEREAS, in connection with a Series A Stock Purchase Agreement, by and among the Contributor, the Company, and certain others (the "Stock Purchase Agreement"), assets of the Contributor will be acquired by the Company simultaneously with the execution of this Agreement as part of an integrated transaction in accordance with Section 351 of the Code; and

WHEREAS, the Contributor desires to contribute, transfer, convey and assign to the Company the Contributed Assets (as defined below), and simultaneously the Company desires to acquire the same, subject to the assumption by the Company of all Assumed Liabilities (as defined below).

NOW THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

**ARTICLE I
TRANSFER AND CONTRIBUTION OF CONTRIBUTED ASSETS AND ASSUMPTION
OF LIABILITIES**

1.1 Defined Terms.

Terms used herein but not defined shall have the meanings ascribed to them in the Stock Purchase Agreement.

1.2 Contribution and Transfer of Assets.

The Contributor hereby contributes, transfers, conveys and assigns to the Company, and the Company hereby acquires from the Contributor, all of the Contributor's right, title and interest in, to and under all of the assets, properties, interests in properties and rights of the Contributor of every kind, nature and description, including but not limited to any and all contracts related to the Business ("Contributed Contracts"), as set forth on Exhibit 1, whether real, personal or mixed, tangible or intangible, used in, held for use in, or otherwise relating to the Business, wherever located, as the same shall exist immediately prior to the date hereof, excluding those assets contributed to Healthcaresource.com, LLC pursuant to that certain Contribution Agreement by and between Healthcaresource.com, LLC and the Contributor (the "Contributed Assets").

1.3 Assumption of Liabilities.

The Company hereby assumes and agrees to perform or discharge when due all of the Contributor's liabilities and obligations, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated and whether due or to become due, regardless of when asserted, related to the Contributed Assets and set forth on Exhibit 2 (the "Assumed Liabilities"). The Company shall hold the Contributor harmless from and indemnify it against any and all claims, liabilities, damages and costs of any kind, character or nature arising from or out of the failure of the Company to perform its duties and obligations hereunder with respect to the Assumed Liabilities.

1.4 Contribution Consideration.

In consideration of the contributions described in Section 1.2 hereof and simultaneously with the closing of the sale of shares transaction contemplated by the Stock Purchase Agreement, the Company hereby issues to the Contributor: (i) [REDACTED] shares of Series A Preferred Stock of the Company, [REDACTED] par value per share (the "Shares"), (ii) a promissory note in the amount of [REDACTED] in the form of Exhibit 3 (the "Note"), (iii) [REDACTED] in cash, and (iv) [REDACTED] held pursuant to the Escrow Agreement ((i), (ii), and (iii) together, the "Contribution Consideration").

1.5 Price Allocation.

The parties intend that the transactions contemplated by this Agreement constitute a transfer described in Section 351 of the Internal Revenue Code of 1986, as amended (the "Code"), in which the Contributor recognizes gain with respect to the assets contributed but not in excess of the amount of cash received by the Contributor, with the release of cash held pursuant to the Escrow Agreement, and the payment of cash pursuant to the Note, being reportable using the installment method of Section 453 of the Code. Each party hereto will report and act consistently with such characterization, and will take no action which is inconsistent therewith. The Company and the Contributor agree and acknowledge that the Contribution Consideration shall be allocated among the Contributed Assets as set forth on Schedule 1.5 annexed hereto.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

2.1 Organization, Good Standing, Corporate Power and Qualification.

The Company is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect. The Company was formed on January 17, 2008, conducted no operations prior to the date hereof and was formed for and in

connection with the transactions contemplated hereby. The current and complete Certificate of Incorporation, bylaws and fully diluted capitalization (after giving effect to this Agreement) for the Company are annexed hereto as Exhibit 4.

2.2 Authorization.

All corporate action required to be taken by the Company's Board of Directors and stockholders in order to authorize the Company to enter into this Agreement and to issue the Note, and to issue the Shares and the Common Stock issuable upon conversion of the Shares has been taken. All action on the part of the officers of the Company necessary for the execution and delivery of this Agreement and the Note, the performance of all obligations of the Company under this Agreement and the Note, and the issuance and delivery of the Shares has been taken. This Agreement and the Note when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.3 Valid Issuance of Shares.

The Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable state and federal securities laws and liens or encumbrances created by or imposed by the Contributor. The Shares have the powers, preferences, rights, and obligations set forth in the Restated Certificate. Assuming the accuracy of the representations of the Contributor in Article III of this Agreement and subject to applicable state and federal securities filings, the Shares will be issued in compliance with all applicable federal and state securities laws. The Common Stock issuable upon conversion of the Shares has been duly reserved for issuance, and upon issuance in accordance with the terms of the Restated Certificate, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, and applicable federal and state securities laws.

2.4 Governmental Consents and Filings.

No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for filings pursuant to Regulation D of the Securities Act, and applicable state securities laws, which have been made or will be made in a timely manner.

**ARTICLE III
REPRESENTATION AND WARRANTIES OF CONTRIBUTOR.**

The Contributor hereby represents and warrants to the Company, which representations and warranties shall be considered as representations made to the Purchasers under the Stock Purchase Agreement and subject to any and all of its provisions, including but not limited to Section 7 thereof, as follows:

3.1 Organization, Good Standing, Corporate Power and Qualification.

The Contributor is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted. The Contributor is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect.

3.2 Authorization.

The Contributor has full power and authority to enter into this Agreement. This Agreement when executed and delivered by the Contributor, will constitute valid and legally binding obligations of the Contributor, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (b) to the extent the indemnification provisions contained in the Investors' Rights Agreement may be limited by applicable federal or state securities laws.

3.3 Purchase Entirely for Own Account.

This Agreement is made with the Contributor in reliance upon the Contributor's representation to the Company, which by the Contributor's execution of this Agreement, the Contributor hereby confirms, that the Shares to be acquired by the Contributor will be acquired for investment for the Contributor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and, except in connection with distributing such Shares to certain individuals in respect of phantom stock arrangements, the Contributor has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Contributor further represents that the Contributor does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Shares, except in connection with distributing such Shares to certain individuals in respect of phantom stock arrangements. The Contributor has not been formed for the specific purpose of acquiring the Shares. The Contributor acknowledges that the Company makes and has made only the representations and warranties expressly set forth in Article II. In particular and without limiting the generality of the foregoing, the Contributor acknowledges that no representation or warranty is made with respect to any financial projections or in any management presentations and accompanying materials.

3.4 Disclosure of Information.

The Contributor has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Shares with the Company's management and has had an opportunity to review the Company's facilities. The foregoing, however, does not limit or modify the representations and warranties of the Company in Article II of this Agreement or the right of the Contributors to rely thereon.

3.5 Restricted Securities.

The Contributor understands that the Shares have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Contributor's representations as expressed herein. The Contributor understands that the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Contributor must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Contributor acknowledges that the Company has no obligation to register or qualify the Shares, or the Common Stock into which it may be converted, for resale except as set forth in the Investors' Rights Agreement. The Contributor further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and on requirements relating to the Company which are outside of the Contributor's control, and which the Company is under no obligation and may not be able to satisfy.

3.6 No Public Market.

The Contributor understands that no public market now exists for the Shares, and that the Company has made no assurances that a public market will ever exist for the Shares.

3.7 Legends.

The Contributor understands that the Shares and any securities issued in respect of or exchange for the Shares, may bear one or all of the following legends:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

Any legend set forth in, or required by, the other Transaction Agreements.

Any legend required by the securities laws of any state to the extent such laws are applicable to the Shares represented by the certificate so legended.

3.8 Accredited Investor.

The Contributor is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

3.9 Reserved.

3.10 No General Solicitation.

Neither the Contributor, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Shares.

3.11 Ownership of the Assets.

The Contributor represents and warrants to the Company that as to the Contributed Assets: (i) it owns such Contributed Assets, free and clear of all liens, claims, encumbrances, security interests, or restrictions of any kind (collectively, "Liens"), other than Permitted Liens or as provided in the Disclosure Schedule; (ii) the Contributed Assets (together with other assets transferred to Healthcaresource.com, LLC simultaneously) are substantially all of the assets necessary to conduct the Business; (iii) it has the ability to transfer, convey, or assign such Contributed Assets to the Company; (iv) upon consummation of such transfer, conveyance, or assignment, the Company shall own such Contributed Assets free and clear of all Liens, other than Permitted Liens or as provided in the Stock Purchase Agreement and the Disclosure Schedule; and (v) upon consummation of such transfer, conveyance, or assignment, it shall have no interest in such Contributed Assets, except indirectly as a stockholder of the Company and as a member of Healthcaresource.com, LLC.

ARTICLE IV

CONTRIBUTOR COVENANTS

4.1 Further Assurances.

(a) From time to time following the Closing, Contributor and Company shall execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure transfer fully to Company and its successors or assigns, all of the Contributed Assets, and to assure fully to Contributor and its successors and assigns, the assumption of the Assumed Liabilities, and to otherwise make effective the transactions contemplated hereby. The Contributor shall use its best efforts in assuring the transfer of any Nonassignable Assets to the Company following the Closing.

4.2 Misdirected Receivables.

If Contributor or any of its Affiliates shall receive any payment on or after the Closing under any of the Contributed Contracts or otherwise in respect of the Contributed Assets for the period from and following the Closing, then Contributor and/or its Affiliates, as applicable, shall promptly pay to Company the amount of such payment.

4.3 Nonassignable Assets. Nothing in this Agreement nor the consummation of the transactions contemplated hereby shall be construed as an attempt or agreement to assign any Contributed Asset, including any Contributed Contract, permit, certificate, approval, authorization or other right, which by its terms or by law is non-assignable without the consent of a third party or a governmental body or is cancelable by a third party in the event of an assignment ("Nonassignable Assets") unless and until such consent shall have been obtained. To the extent permitted by applicable law and the terms of the Nonassignable Assets, in the event consents to the assignment thereof cannot be or have not been obtained, such Nonassignable Assets shall be held as necessary, as of and from the Closing Date, by the Contributor in trust for Company and the covenants and obligations thereunder shall be performed by Company in Contributor's name and all benefits and obligations existing thereunder shall be for Company's account. Contributor shall use its best efforts to take or cause to be taken such actions, in its name or otherwise, as Company may reasonably request so as to provide Company with the benefits of the Nonassignable Assets, and to effect collection of money or other consideration that becomes due and payable under the Nonassignable Assets, and Contributor or the applicable Affiliate of the Contributor shall promptly pay over to Company all money or other consideration received by it in respect of all Nonassignable Assets for periods following the Closing. As of and from the Closing Date, Contributor, on behalf of itself and its Affiliates, authorizes Company, to the extent permitted by applicable law and the terms of the Nonassignable Assets, to perform all of the obligations and receive all of the benefits of Contributor or its Affiliates under the Nonassignable Assets for periods following the Closing, and appoints Company its attorney-in-fact to act in its name on its behalf.

4.4 Use of Name.

Contributor hereby agrees that upon or within ten (10) days of the consummation of the transactions contemplated hereby, Contributor will change its name from "Position Manager, Inc." The Company shall have the sole right to the use of the trade name "healthcaresource.com", "position manager" and similar names and any service marks, trademarks, trade names, identifying symbols, logos, emblems or signs containing or comprising the foregoing, including any name or mark confusingly similar thereto (collectively, the "Contributor Marks"), and Contributor shall not, and shall not permit any Affiliate to, use such name or any variation or simulation thereof. In furtherance thereof, as promptly as practicable, but in no event later than ninety (90) days following the Closing Date, Contributor shall remove, strike over or otherwise obliterate all Contributor Marks from all materials owned by Contributor and used or displayed publicly, including any sales and marketing materials, displays, signs, promotional materials and other materials.

MISCELLANEOUS

5.1 Counterparts.

This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. This Agreement may be executed and delivered by facsimile signature or by other means of electronic transmission, and upon such delivery, shall be deemed to have the same effect as if the original Agreement had been delivered from one party to the other party.

5.2 Successors and Assigns.

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

5.3 Governing Law.

This Agreement and any controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York and, with respect to lawsuits arising out of this Agreement, the parties shall submit to the exclusive jurisdiction of the state or federal courts located in Boston, Massachusetts.

5.4 Titles and Subtitles.

The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

5.5 Notices.

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature or facsimile number or address as subsequently modified by written notice given in accordance with this Section 5. If notice is given to the Contributor, copies shall also be sent to Stephen F. Ludwig, 409 Main Street, Winchester, MA 01890 and Lawrence H. Gennari, Esq.; Choate, Hall & Stewart LLP, Two International Place, 100-150 Oliver Street, Boston, Massachusetts 02110; Tel: (617) 248-5288; Fax: (617) 248-4000 and if notice is given to the Company, a copy shall also be given to Edward

M. Zimmerman, Esq.; Lowenstein Sandler PC, 65 Livingston Avenue, Roseland, New Jersey 07068; Tel: (973) 597-2500; Fax: (973) 597-2400.

5.6 Attorneys' Fees.

If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

5.7 Amendments and Waivers.

Any term of this Agreement may be amended, terminated or waived only with the written consent of the parties hereto. Any amendment or waiver effected in accordance with this Section 5.7 shall be binding upon the parties hereto and their successors and assigns.

5.8 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

5.9 Delays or Omissions.

No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

5.10 Dispute Resolution.

The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Massachusetts and to the jurisdiction of the United States District Court for the District of Massachusetts for the purposes of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of the Commonwealth of Massachusetts or the United States District Court for the District of Massachusetts and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. The prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the District of Massachusetts or any court of the Commonwealth of Massachusetts having subject matter jurisdiction with respect to this Agreement.

5.11 Indemnification.

Any and all claims for indemnification by the Company for any breach of representation or warranty or non-performance of any covenant or condition against the Contributor arising out of this Agreement shall be treated as if made by the Purchasers under the Stock Purchase Agreement and governed by the provisions and limitations therein, including but not limited to those set forth in Section 7 of the Stock Purchase Agreement. Any amounts payable pursuant to the indemnification provisions of Section 7 of the Stock Purchase Agreement as a result of any breach of a representation or warranty or non-performance of any covenant or condition by the Contributor arising out of this Agreement shall be paid to the Purchasers and the Purchasers shall be third parties beneficiaries of this Agreement for purposes thereof.

5.12 Entire Agreement.

This Agreement (including the Exhibits hereto) and the Stock Purchase Agreement constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

5.13 No Strict Construction.

Each of the parties hereto acknowledges that this Agreement has been prepared jointly by the parties hereto, and shall not be strictly construed against any party.

[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Contribution Agreement to be executed on its behalf as of the day and year first above written.

POSITION-MANAGER, INC.

By: Andrew R. Smith
Name:
Title:

HEALTHCARESOURCE HR, INC.

By: _____
Name:
Title:

[Signature Page to Company Contribution Agreement]

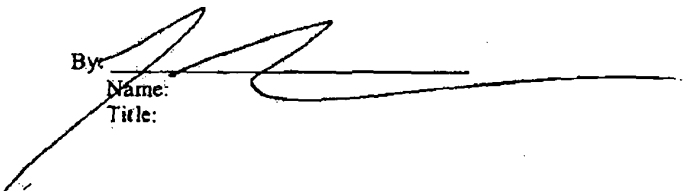
TRADEMARK
REEL: 003850 FRAME: 0660

IN WITNESS WHEREOF, each of the parties hereto has caused this Contribution Agreement to be executed on its behalf as of the day and year first above written.

POSITION MANAGER, INC.

By: _____
Name:
Title:

HEALTHCARESOURCE HR, INC.

By: 
Name:
Title:

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EXHIBIT 1
CONTRIBUTED CONTRACTS

Exhibit 1

Contributed Assets

Cash (\$300,000)

Accounts Receivable as attached (██████████) excluding all other accounts receivables or cash collected or collectible as of the date hereof.

Prepaid rent and other current assets (██████████) (through January 31, 2008)

Security Deposit in connection with the Commercial Lease referenced below in the amount of (██████████)

Please see attached list of Contributor's customer contracts.

Sales Order dated June 1, 2006 by and between Internap and the Predecessor Company. (the "Internap Sales Order")

Commercial Lease dated February 15, 2006, as amended, by and between the Predecessor Company and Tara Realty Trust (the "Commercial Lease"). No formal assignment has been executed under this contract.

Lease Agreement number 001-0080054280 dated July 20, 2006 by and between the Predecessor Company and Dell Financial Services L.P. (the "First Dell Lease"). No formal assignment has been executed under this contract.

Lease Agreement number 900-008054281-008 dated January 28, 2008 by and between the Predecessor Company and Dell Financial Services L.P. (together with the First Dell Lease, the "Dell Leases"). No formal assignment has been executed under this contract.

Security Agreement No. 10260701 dated October 26, 2007 by and between the Predecessor Company and Lease-Finance Resources, Inc. (the "Security Agreement"). No formal assignment has been executed under this contract.

Internap Collocation Space Sublicense dated May 1, 2003 between Internap Network Services Corporation and the Predecessor Company. No formal assignment has been executed under this contract. (the "Somerville Lease")

The following fixed assets:

1. Computer Equipment

Category	Make	Model	Quantity
Workstation	Dell	Optiplex 745	30

EXHIBIT 2
ASSUMED LIABILITIES

1/1/00

Exhibit 2

Assumed Liabilities

Accrued employee vacation as of January 25, 2008 as attached.

All obligations to customers under the attached list of Contributor's customer contracts, including those comprising deferred revenues.

All obligations under the Commercial Lease, the Dell Leases, the Security Agreement, the Somerville Lease and any other real estate leases or capital leases (as to which no assignments have been executed).

All obligations under the Limited Guaranty dated February 22, 2006 made in connection with the Commercial Lease whereby Arthur R. Smith and Stephen F. Ludwig personally guaranteed the payment of rent to be paid by the Predecessor Company and the performance by the Predecessor Company of all terms, conditions, covenants and agreements of the Commercial Lease.

All obligations under the Internap Sales Order.

All liabilities with respect to the following list of software, for which the Contributor does not have valid licenses or has valid licenses, but may need to obtain additional license rights:

- Eclipse
- TextPad
- VMware Enterprise Edition / Vmotion / HA / Virtual Center
- TopStyle
- Microsoft SQL 2005 Standard / Enterprise Editions
- Cold Fusion Server v7.x
- Symantec Antivirus 10
- Adobe / Macromedia Dreamweaver
- Microsoft Windows 2000/2003 servers
- WinZip
- Terra Copy
- WinRar
- QuickTestPro

All liabilities with respect to the usage of the following tools, for which the Contributor is currently evaluating the usage of to ensure compliance with valid licenses in 2008; it does not yet have a valid license to any of the following:

Position Manager

- Moxie Code
- Zrinity

- eWeb Circle
- Ray Camden
- Adobe Extreme Query Cache
- Spell checker (Licensed)

Performance Manager

- Paul Welter
- Interactive Tools
- Yet Another Forum
- Excentrics World Control

All obligations and liabilities with respect to the following licenses:

- ColdFusion Studio
- Cold Fusion v5.0
- Cold Fusion Server v7.x
- Vice Versa Pro
- ActivePDF /ActivePDF WebGrabber
- Docucom PDF Gold
- Adobe Acrobat Professional
- Ipswich WS_FTP Server
- Ipswich WS_FTP Professional
- RedGate
 - SQL Compare
 - Data Compare
- Microsoft Office Suite
- Symantec Antivirus 10
- Symantec PC Anywhere
- Intuit Quickbooks Professional
- JMail
- MasterVox
 - Designer
 - Studio
 - Engine
- Naturally Speaking
- Cisco VPN Client
- PDF Redirect - PDF virtual printer
- Windows System Update Services 3.0
- Paperport Scanning Software
- IP Monitor
- Solar Winds Orion Network Monitor
- Cold Fusion Reactor
- Microsoft Visual Studio Professional Edition (Specific editions targeted for Software/DB/Test team editions)

FINAL

- Beyond Compare 2
- Adobe / Macromedia Dreamweaver
- Microsoft SQL 2005 Standard / Enterprise Editions
- Microsoft Windows 2000/2003 operating systems.
- Microsoft SQL 2005 Standard / Enterprise Editions
- Microsoft Windows 2000/2003 servers.
- Windows 2000 Server / Adv. Server
- Norton Ghost
- WinZip
- Verizon VZ Access (For Wireless Cards)
- Visual SourceSafe
- KiWi Syslog server
- Port25 SMTP Email Server
- Veritas backup Software v10
- Veritas backup Software v11
- MyCroft TimeOff 2

Mac related items

- Dreamweaver
- Adobe Creative Suite
- Leopard - OS
- OmniPlan
- Net Barrier
- Virus Barrier
- Personal Anti-spam
- Parallels
- Toast 8

Position Manager

- Moxie Code
- Zrinity
- eWeb Circle
- Ray Camden
- Adobe Extreme Query Cache
- Spell checker (Licensed)

Performance Manager

- Paul Welter
- Interactive Tools
- Yet Another Forum
- Excentrics World Controls

Software as a Service

- Salesforce
- Webex

- Ceryx (Email Provider)
- AlertLogic

All liabilities with respect to the following freeware/open source code in Contributor's products:

- Java Runtime
- Firefox web browser
- Daemon Tools
- Google Desktop
- CutePDF
- Smart FTP
- OpenOffice
- MySQL
- Spyware S&D
- Paint.NET
- Advanced IP Scanner
- Weigelt GhostDoc
- Fiddler Quicktime
- Skype (other IM clients: MSN Messenger, AIM, Yahoo, Trillian, Pidgin)
- Adobe PDF Reader
- Putty
- VNC / Tight VNC
- PGP – Encryption

All obligations and liabilities with respect to the following domain names:

3. Domain Names

Positionmanager.com
Performancemgr.com
Positionmanager360.com
Positionmanagerdemo.com
Shiftmanager.com
Healthcaresource-hr.com
Healthcaresourcehr.com
No-email.net
Pmdemo.com
Demo.healthcaresource.com
Reports.healthcaresource.com
ftps.healthcaresource.com
ftps2.healthcaresource.com
ftp.healthcaresource.com
pmgrdemo.healthcaresource.com
pm10demo.healthcaresource.com

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pm10qa.healthcaresource.com
pm10qa2.healthcaresource.com
pm10stage.healthcaresource.com
pm95qa.healthcaresource.com
pmmail.healthcaresource.com
portal.healthcaresource.com
test.healthcaresource.com
webmon.healthcaresource.com
www3.healthcaresource.com
www5.healthcaresource.com
www6.healthcaresource.com
www8.healthcaresource.com

All obligations and liabilities with respect to employee wages effective after the date hereof.

All obligations and liabilities with respect to the following employee benefits effective after the date hereof:


- Medical Plan
- Dental Plan
- Short Term Disability Insurance
- Retirement Savings Plan – the Company offers a 50% match on employee contributions up to the first 6% of base salary
- Life and AD&D Insurance
- Long Term Disability Insurance
- Medical Flexible Spending Account
- Paid Time Off – amount of paid time off an employee is entitled to is determined by the length of service to the Company of such employee. Employees can carry forward up to 40 hours of paid time off each year.
- Healthcare Source 401(K) Plan

All other regular ongoing liabilities of the Contributor post-closing.

Schedule 1.5
Allocation Schedule

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Allocation Schedule

References to "Classes of Assets" are references to classes of assets as defined in Treas. Reg. §1.338-6. All amounts are in U.S. dollars.

ASSETS	AGREED FAIR MARKET VALUE
<i>Class I Assets (cash)</i>	Actual amount
<i>Class II Assets (actively traded personal property)</i> None	None
<i>Class III Assets (mark-to-market assets)</i> Accounts Receivable	Contributor's net book value
<i>Class IV Assets (stock in trade)</i>	None
<i>Class V Assets (assets not included in any other class)</i>	Contributor's net book value
<i>Class VI Assets (Section 197 intangibles other than goodwill and going concern value)</i> Software	
<i>Class VII Assets (goodwill and going concern value)</i>	The remaining balance of the purchase price, after deducting the payments for the personal noncompetition covenants described below.

As used herein, "purchase price" means the (a) Contribution Consideration to the extent from time to time actually paid to the Contributor in cash (other than interest and imputed interest), plus (b) the book value of assumed liabilities (other than "deferred revenue", which is excluded by Section 357 (c)(3)(A)(i) of the Internal Revenue Code of 1986, as amended) but only to the extent in excess of the adjusted tax basis of the Contributed Assets.

Personal Noncompetition Covenants

Arthur R. Smith – noncompetition covenant
Stephen Ludwig – noncompetition covenant