

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Healthcare Services, Inc.		10/17/2002	CORPORATION: MINNESOTA
Humana Inc.		10/17/2002	CORPORATION: DELAWARE
Validus, L.P.		10/17/2002	CORPORATION: DELAWARE
HLM Partners VII, L.P.		10/17/2002	CORPORATION: DELAWARE
HLM/CB Fund, L.P.		10/17/2002	CORPORATION: DELAWARE
Richland Ventures II, L.P.		10/17/2002	LIMITED PARTNERSHIP: DELAWARE
J. David Grissom		10/17/2002	INDIVIDUAL: UNITED STATES
David A. Jones		10/17/2002	INDIVIDUAL: UNITED STATES
David A. Jones Jr.		10/17/2002	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Aperture Credentialing, Inc.
Street Address:	301 N. Hurstbourne Parkway, Suite 200
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40222
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2551971	APERTURE

CORRESPONDENCE DATA

Fax Number: (512)536-4598
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612-321-2800
 Email: aotrademark@fulbright.com
 Correspondent Name: T. Kenny Fulbright & Jaworski L.L.P.

OP \$40.00 2551971

Address Line 1: 600 Congress Ave. Suite 2400
Address Line 2: c/o Trademark Docketing Dept.
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	UHGI:157 APERTURE
NAME OF SUBMITTER:	Timothy M. Kenny
Signature:	/Timothy M. Kenny/
Date:	09/23/2008

Total Attachments: 19

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CERTIFICATE OF ACTION AND WAIVER
OF THE STOCKHOLDERS OF
APERTURE CREDENTIALING HOLDINGS, INC.

Acting pursuant to Section 228 of the Delaware General Corporation Law ("DGCL"), in lieu of a meeting, the stockholders of Aperture Credentialing Holdings, Inc., a Delaware corporation (the "Company"), do hereby waive the following rights and notices (including notice of any meeting of stockholders) and adopt the following resolutions:

Merger Agreement

WHEREAS, the Board of Directors has approved, declared advisable and recommended to the stockholders of the Company that the Company enter into the Agreement and Plan of Merger, among Ingenix, Inc., a Delaware corporation ("Ingenix"), Bluegrass Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of Ingenix ("Merger Sub"), the Company, the stockholders of the Company listed on Schedule 1 of the Merger Agreement (the "Stockholders") and the Stockholders' Representative, as defined in the Merger Agreement, substantially in the form attached hereto as Exhibit A (the "Merger Agreement"), pursuant to the terms and conditions of which Merger Sub will be merged with and into the Company with the Company being the surviving corporation of the merger, and Ingenix will in effect acquire all of the outstanding capital stock of the Company (the "Merger");

WHEREAS, the Board of Directors has approved, declared advisable and recommended to the stockholders of the Company that the Company execute and file with the Secretary of State of the State of Delaware the Certificate of Merger, substantially in the form attached hereto as Exhibit B (the "Certificate of Merger"); and

WHEREAS, pursuant to the terms and conditions of the Merger Agreement all of the Company's outstanding shares of stock shall be cancelled and extinguished and converted into the right to receive the Merger Consideration set forth in Schedule 2.01 of the Merger Agreement (the "Merger Consideration").

NOW THEREFORE BE IT RESOLVED, that (i) the Merger Agreement and the Certificate of Merger, substantially in the forms attached hereto as Exhibit A and Exhibit B, respectively, (ii) the Merger and all other transactions contemplated by the Merger Agreement and (iii) such other agreements, documents and actions as may be required or appropriate in order to consummate the Merger, in the name and on behalf of the Company, is each hereby authorized and approved.

Waiver of Notices and Consent to Merger

WHEREAS, Section 251 of the DGCL requires that notice be delivered to stockholders at least twenty (20) days prior to the date of a meeting called for the purpose of voting on a plan of merger;

WHEREAS, Article Fourth (B)(6I) of the Company's Certificate of Incorporation requires that notice be delivered to the holders of Series A, B and C Preferred Stock (collectively, the "Preferred Stockholders") at least twenty (20) days prior to the date of a meeting called for the purpose of voting on a plan of merger;

WHEREAS, Article Fourth (B)(6I) of the Company's Certificate of Incorporation further requires that notice be delivered to Preferred Stockholders at least twenty (20) days prior to the date on which the books of the Company shall close or a record date shall be taken for determining rights to vote in respect of a merger;

WHEREAS, Article Fourth (B)(4)(d) of the Company's Certificate of Incorporation requires that notice be delivered to the Preferred Stockholders at least twenty (20) days prior to the distribution of a Liquidation Preference Payment, as defined in the Certificate of Incorporation;

WHEREAS, Section 5.09 of the Convertible Secured Note Purchase Agreement dated as of December 20, 2000, by and among the Company and certain of the undersigned stockholders (the "Noteholders"), as amended (the "Note Purchase Agreement"), requires that notice be delivered to the Noteholders at least thirty (30) days prior to the closing date of a merger;

WHEREAS, the undersigned stockholders desire to irrevocably waive any and all rights each of them has or may have under the Company's Certificate of Incorporation, Bylaws or Note Purchase Agreement to receive the notices as set forth above or any other notices pertaining to the subject matter hereof;

WHEREAS, the undersigned stockholders further desire to irrevocably waive notice of the date of payment of the Merger Consideration;

WHEREAS, Article Fourth (B)(5B) of the Company's Certificate of Incorporation requires that the holders of at least 60% of the Company's outstanding shares of Preferred Stock give their prior written consent to a merger;

WHEREAS, the undersigned stockholders owning shares of Preferred Stock desire to consent to the Merger and all other transactions contemplated by the Merger Agreement;

WHEREAS, Section 4.02(e) of the Note Purchase Agreement prohibits the Company from entering into a merger so long as any of the Secured Notes (as hereinafter defined) are outstanding; and

WHEREAS, the Noteholders desire to consent to the Merger and all other transactions contemplated by the Merger Agreement.

NOW THEREFORE BE IT RESOLVED, that the undersigned stockholders hereby irrevocably waive delivery of the above-referenced notices and any other notices pertaining to the subject matter hereof that may be required by the Company's Certificate of Incorporation, Bylaws or Note Purchase Agreement;

RESOLVED FURTHER, that the undersigned stockholders owning shares of Preferred Stock hereby consent to the Merger, the Merger Agreement and all other transactions contemplated by the Merger Agreement, the Certificate of Merger and such other agreements, documents and actions as may be required in order to consummate the Merger; and

RESOLVED FURTHER, that the Noteholders hereby waive Section 4.02(e) of the Note Purchase Agreement and consent to the Merger and all other transactions contemplated by the Merger Agreement, the Certificate of Merger and such other agreements, documents and actions as may be required in order to consummate the Merger.

Waiver of Preemptive Rights

WHEREAS, certain of the undersigned stockholders have, may have or have had preemptive and/or participation rights related to prior issuances of securities of the Company, whether equity or debt and in connection with a financing of the Company or otherwise, such rights having been granted pursuant to or arising out of an agreement (including without limitation the Second Amended and Restated Shareholders' Agreement, dated December 20, 2000 (the "Shareholders' Agreement"), and any prior agreement) by and between such stockholders and the Company (the "Preemptive Rights"); and

WHEREAS, each of the undersigned stockholders desires to irrevocably waive any and all Preemptive Rights it has, may have, or has had with respect to any prior issuance of securities of the Company.

NOW THEREFORE BE IT RESOLVED, that each of the undersigned stockholders does hereby irrevocably waive and release any and all Preemptive Rights it has, may have, or has had with respect to any prior issuance of securities of the Company, whether equity or debt and in connection with a financing of the Company or otherwise, and whether the issuance or sale of such securities occurred in one or multiple closings.

Waiver of Liquidation Preference Payments

WHEREAS, pursuant to Article Fourth (B)(4) of the Company's Certificate of Incorporation, each Preferred Stockholder is entitled to receive, upon any liquidation, dissolution or winding up of the Company, including a consolidation or merger of the Company into or with any other entity (such as the Merger), and before any distribution or payment is made upon any stock ranking junior to the shares of preferred stock held by such Preferred Stockholder, an amount per share determined as set forth therein (the "Liquidation Preference Payments");

WHEREAS, the holders of the Company's Series B Convertible Preferred Stock are further entitled to a receive a Liquidation Preference Payment prior to the distribution of any Liquidation Preference Payment to the holders of the Company's Series A or Series C Convertible Preferred Stock by reason of their ownership thereof (the "Series B Liquidation Preference");

WHEREAS, pursuant to Article Fourth (B)(4) of the Company's Certificate of Incorporation, each Preferred Stockholder is entitled to receive a Liquidation Preference Payment upon consummation of the Merger; and

WHEREAS, the Merger Consideration provided for in the Merger Agreement is insufficient to satisfy the full amount of Liquidation Preference Payments owing to the Preferred Stockholders.

NOW THEREFORE BE IT RESOLVED, that each of the undersigned Preferred Stockholders hereby irrevocably waives its right to receive the full amount of the Liquidation Preference Payments pursuant to Article Fourth (B)(4) of the Company's Certificate of Incorporation, or any other amount pursuant to the DGCL or the Company's Bylaws, and acknowledges and agrees that it shall receive in lieu thereof the Merger Consideration as set forth in Schedule 2.01 of the Merger Agreement; and

RESOLVED FURTHER, that without limiting the foregoing resolution, each of the undersigned holders of the Company's Series B Convertible Preferred Stock hereby irrevocably waives its right to receive the Series B Liquidation Preference.

Conversion of Secured Notes

WHEREAS, the Noteholders have entered into the Note Purchase Agreement, pursuant to which the Company issued 12% Convertible Secured Notes, due December 31, 2003, convertible into shares of the Company's Series B Convertible Preferred Stock (collectively, the "Secured Notes");

WHEREAS, pursuant to the Security Agreement dated as of December 20, 2000, by and among the Company and the Noteholders (the "Security Agreement"), the Secured Notes are secured by the grant of a security interest in certain assets of the Company and Aperture Credentialing, Inc. (the "Security Interest") and the filing of certain liens with respect to such Security Interest (the "Liens");

WHEREAS, pursuant to the Guaranty executed and delivered by Aperture Credentialing, Inc. on December 20, 2000, Aperture Credentialing, Inc. has unconditionally guaranteed due payment, performance and fulfillment to the Noteholders of all liabilities, obligations and undertakings of the Company to the Noteholders (the "Guaranty");

WHEREAS, the Merger Agreement provides that the Secured Notes shall be converted into shares of the Company's Series B Convertible Preferred Stock immediately prior to the Effective Time of the Merger;

WHEREAS, the Board of Directors has approved and authorized the termination of the Note Purchase Agreement, Security Agreement, Security Interest, Liens and Guaranty pursuant to and in connection with the Merger;

WHEREAS, the Note Purchase Agreement, Security Agreement and Guaranty each provide that they may be terminated, and the Security Interest and Liens may be released, by the written consent of the holders of at least 55% of the outstanding principal balance of the Secured Notes; and

WHEREAS, each of the undersigned Noteholders desires to terminate and release the Note Purchase Agreement, Security Agreement, Security Interest, Liens and Guaranty.

NOW THEREFORE BE IT RESOLVED, that all of the Noteholders hereby authorize and approve the termination of the Note Purchase Agreement, Security Agreement and Guaranty; provided, however, that such terminations shall not become effective until the Effective Time of the Merger; and

RESOLVED FURTHER, that all of the Noteholders hereby agree that the Security Interests and Liens which any Noteholder may have on any property of the Company and/or Aperture Credentialing, Inc. shall upon the Effective Time of the Merger terminate and be of no further force and effect. Each Noteholder shall deliver to the Company (i) UCC financing statement documents executed on behalf of such Noteholder (if required under applicable law) terminating the Security Interests and Liens granted by the Company and/or Aperture Credentialing, Inc. to such Noteholder, (ii) releases or assignments, as appropriate, in recordable form, sufficient to terminate all Liens on the intellectual property of the Company and/or Aperture Credentialing, Inc. of such Noteholder, and (iii) such other termination statements, releases, assignments or other agreements, in recordable form to the extent applicable, as the Company may reasonably request in connection with the above-described termination by each Noteholder of all Security Interests and Liens granted to such Noteholder by the Company and/or Aperture Credentialing, Inc. Each Noteholder shall also deliver to the Company all property of the Company and/or Aperture Credentialing, Inc. in such Noteholder's possession which secured the Company's and/or Aperture Credentialing, Inc.'s obligations to such Noteholder. From and after the Effective Time of the Merger, the Company or its officers, agents and representatives, are authorized by each Noteholder to file terminations and releases without the signature of such Noteholder, to the extent permitted by applicable law.

**Termination of Shareholders' Agreement, Registration Rights Agreement
and Voting Agreement**

WHEREAS, certain of the undersigned stockholders have entered into the Shareholders' Agreement;

WHEREAS, certain of the undersigned stockholders have entered into the Second Amended and Restated Registration Rights Agreement, dated December 20, 2000, by and among the Company and such stockholders (the "Registration Rights Agreement");

WHEREAS, certain of the undersigned stockholders have entered into a Voting Agreement, dated July 31, 2000, by and among such stockholders pertaining to the election of common stock directors of the Company (the "Voting Agreement") (together with the Shareholders' Agreement and the Registration Rights Agreement, the "Stockholder Agreements");

WHEREAS, the Board of Directors has approved and authorized the termination of the Shareholders' Agreement and Registration Rights Agreement pursuant to and in connection with the Merger;

WHEREAS, the Shareholders' Agreement and Registration Rights Agreement each provide that they may be terminated by the written consent of the Company and the holders of 60% of the outstanding shares of the Company's Preferred Stock;

WHEREAS, the Voting Agreement provides that it may be terminated by the written consent of the holders of at least 80% of the shares held by the stockholders party to the Voting Agreement; and

WHEREAS, each of the undersigned stockholders desires to terminate any and each of the Stockholder Agreements to which it is a party;

NOW THEREFORE BE IT RESOLVED, that the undersigned stockholders hereby consent to the termination of the Stockholder Agreements; provided, however, that such terminations shall not become effective until the Effective Time of the Merger.

Further Actions

RESOLVED, that the directors of the Company and such officer(s), agents and representatives as they may appoint, are each hereby authorized, empowered and directed, for and on behalf of the Company and in its name, to execute and deliver such instruments, certificates, agreements and documents and to take such other and further actions as they or any of them deem necessary or appropriate to effect the foregoing resolutions and the purposes set forth therein.

This Certificate of Action and Waiver may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Certificate of Action and Waiver shall become effective as of the date that the holders of the required voting power of all issued and outstanding stock of the Company have executed this Certificate of Action and Waiver in accordance with DGCL.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The undersigned hereby certify that (i) they are stockholders of Aperture Credentialing Holdings, Inc. and (ii) in the case of stockholders who are not individuals, the person signing below is duly authorized by such stockholder to approve the waivers and resolutions contained herein. Each of the undersigned does hereby execute this Certificate of Action and Waiver as of the date set forth opposite his, her or its name.

Date

PAMELA G. ATHERTON

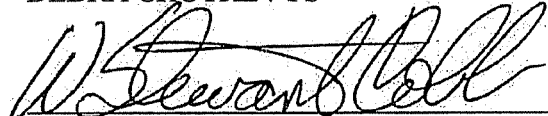
Date

R. STEPHEN CAMP

Date

DEBRA CHOTKEVYS

Date
10/17/02


W. STEWART COBB

Date

DOUGLAS COBB

Date

CHRISTIE DECKER

Date

W. ROGER DRURY

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PETER J. EDWARDS

Date

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10-17-02

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Date

W. STEWART COBB

Date

DOUGLAS COBB

Date

10/17/02

Christie M. Decker
CHRISTIE DECKER

Date

W. ROGER DRURY

Date

PETER J. EDWARDS

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R. STEPHEN CAMP

Date

DEBRA CHOTKEVYS

Date

W. STEWART COBB

Date

DOUGLAS COBB

Date

CHRISTIE DECKER

Date 10/17/2002

W. Roger Drury
W. ROGER DRURY

Date

PETER J. EDWARDS

Date

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Date

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CHRISTIE DECKER

Date

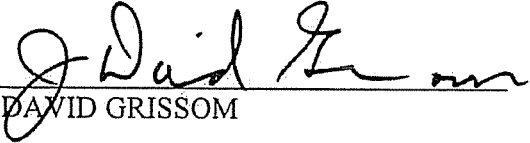
W. ROGER DRURY

Date

PETER J. EDWARDS

Date

10/17/02



J. DAVID GRISSOM

10-17-2002
Date

David Jones by David A. Jones, Esq.
DAVID A. JONES

10-17-2002
Date

David A. Jones, Jr.
DAVID A. JONES, JR.

Date

ROBERT B. MOUSER

Date

JOSEPH F. WURTENBERGER

Date

RICHARD A. VOLLMER

Date

HUMANA INC.

By: _____

Its: _____

Date

HLM PARTNERS VII, L.P.

By: _____

Its: _____

Date

DAVID A. JONES

Date

DAVID A. JONES, JR.

Date

ROBERT B. MOUSER

Date

JOSEPH F. WURTENBERGER

Date

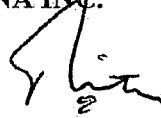
RICHARD A. VOLLMER

Date

10/17/2002

HUMANA INC.

By: _____



Its: _____

SVP - Strategy & Corp Dev.

Date

HLM PARTNERS VII, L.P.

By: _____

Its: _____

Date

DAVID A. JONES

Date

DAVID A. JONES, JR.

Date

ROBERT B. MOUSER

Date

JOSEPH F. WURTENBERGER

Date

RICHARD A. VOLLMER

Date

HUMANA INC.

By: _____

Its: _____

Date

10-17-02

HLM PARTNERS VII, L.P.

By: *[Signature]* HLM Partners VII, L.P.
 Its General Partner
 By: HLM Associates VII, L.P.
 Its General Partner
 Its: *[Signature]* HLM Management Co., Inc.
 Managing General Partner

Date 10-17-02

HLM/CB FUND, L.P.

By: [Signature] HLM/CB Fund, L.P.
By: HLM/CB Associates, LI
Its General Partner
Its: General Partner By: HLM Management Co.,
Managing Member

Date

RICHLAND VENTURES II, L.P.

By: _____

Its: _____

Date

UNITED HEALTHCARE SERVICES, INC.

By: _____

Its: _____

Date

VALIDUS L.P.

By: _____

Its: _____

#15117161

Date

HLM/CB FUND, L.P.

By: _____

Its: _____

10-17-02

Date

RICHLAND VENTURES II, L.P.

By: Jan Tyn U

Its: GENERAL PARTNER

Date

UNITED HEALTHCARE SERVICES, INC.

By: _____

Its: _____

Date

VALIDUS L.P.

By: _____

Its: _____

#15117161

OCT-17-2002 15:12
OCT-17-2002 16:02

DORSEY & WHITNEY LLP
WEIL GOTSHAL MANGES

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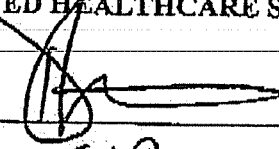
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By: _____

Its: _____

Date

UNITED HEALTHCARE SERVICES, INC.

By:  _____

Its: **SVP** _____

Date

VALIDUS L.P.

By: _____

Its: _____

#15117161

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Its: _____

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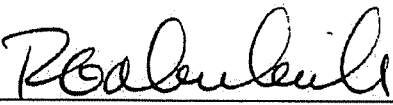
UNITED HEALTHCARE SERVICES, INC.

By: _____

Its: _____

10 / 17 / 02
Date

VALIDUS L.P.

By: 

Its: Manager
Validus Partners L.L.C.
General Partner
Validus L.P.

#15117161

Exhibit A

Agreement and Plan of Merger
