

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
PNC Bank National Association		10/16/2002	National Association: 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: 2			
Property Type	Number	Word Mark	
Registration Number:	2551971	APERTURE	
Registration Number:	2909464	CVONE	
CORRESPONDENCE DATA			
Fax Number:	(512)536-4598		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-321-2800		
Email:	aotrademark@fulbright.com		
Correspondent Name:	T. Kenny Fulbright & Jaworski L.L.P.		
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/		

OP \$65.00 2551971

Date:

09/23/2008

Total Attachments: 10

source=Cancellation Agreement#page1.tif
source=Cancellation Agreement#page2.tif
source=Cancellation Agreement#page3.tif
source=Cancellation Agreement#page4.tif
source=Cancellation Agreement#page5.tif
source=Cancellation Agreement#page6.tif
source=Cancellation Agreement#page7.tif
source=Cancellation Agreement#page8.tif
source=Cancellation Agreement#page9.tif
source=Cancellation Agreement#page10.tif

CANCELLATION AGREEMENT

This CANCELLATION AGREEMENT (this "Agreement") is made as of October 16, 2002, by APERTURE CREDENTIALING HOLDINGS, INC., a Delaware corporation (the "Company"), APERTURE CREDENTIALING, INC., a Delaware corporation and the Company's wholly-owned subsidiary ("Aperture Sub"), and PNC BANK, NATIONAL ASSOCIATION, a national banking association ("PNC").

WHEREAS, the Company has issued to PNC 10,000 warrants (the "Warrants"), each warrant entitling PNC to purchase one fully paid and nonassessable share of the Company's common stock ("Common Stock") pursuant to that certain Warrant Certificate, dated as of March 13, 2002 (the "Warrant Certificate"), and the related Warrant Purchase Agreement between the Company and PNC, dated as of March 13, 2002 (the "Purchase Agreement");

WHEREAS, the Warrants were issued in connection with and as part of the consideration for Aperture Sub, the Company and PNC entering into that certain Loan Agreement, dated as of March 13, 2002 (the "Loan Agreement"), pursuant to which PNC loaned certain monies to Aperture Sub;

WHEREAS, the Company has entered into that certain Agreement and Plan of Merger, dated as of October 16, 2002, among the Company, certain of its stockholders, Ingenix, Inc., Bluegrass Acquisition, Inc. and certain others (the "Merger Agreement"), pursuant to the terms and conditions of which Bluegrass Acquisition, Inc. will be merged with and into the Company which will result in Ingenix, Inc. acquiring all of the outstanding shares of capital stock of the Company (the "Merger Transaction");

WHEREAS, one of the conditions to the consummation of the Merger Transaction is that certain outstanding warrants to purchase shares of Common Stock of the Company, including the Warrants to the extent heretofore unexercised, must be terminated and cancelled, and the stock certificate representing the shares of stock of Aperture Sub owned by the Company (the "Stock Certificate") shall be released; and

WHEREAS, subject to the terms and conditions set forth herein, the parties hereto desire to cancel, effective immediately prior to the Effective Time (as defined in the Merger Agreement), all of the Warrants and rights to acquire Common Stock granted to PNC pursuant to the Warrant Certificate and the Purchase Agreement to the extent they have not been exercised prior to the date hereof, and enter into such other agreements as further provided herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Cancellation of Warrants. Upon the satisfaction in full of the terms and conditions set forth in Section 3 hereof (collectively, the "Conditions Precedent"), the

Company and PNC agree that all of the Warrants granted to PNC pursuant to the Warrant Certificate and the Purchase Agreement, as well as the Warrant Certificate and the Purchase Agreement themselves, shall be cancelled, terminated and of no further force and effect. The parties further agree that upon the satisfaction in full of the Conditions Precedent the effective time of such cancellation and termination shall be, and shall be deemed to be, as of immediately prior to the Effective Time, to the extent the Warrants have not been duly exercised prior to the date of this Agreement. PNC agrees, for the period from the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement as provided herein, not to attempt to transfer or sale, directly or indirectly, or to exercise any of the Warrants.

2. Consents and Waivers.

(a) PNC hereby grants its consent under the Loan Agreement to the Company entering into the Merger Agreement and consummating the Merger Transaction. Notwithstanding the preceding sentence, the foregoing consent shall not be valid or have any force or effect unless all of the Conditions Precedent are satisfied, and if so satisfied, such consent shall be, and shall be deemed to be, effective as of immediately prior to the Effective Time.

(b) Aperture Sub and PNC each hereby waive the right to 60 days prior written notice of the termination of the Purchasing Card Agreement (as defined below). Notwithstanding the preceding sentence, the foregoing waiver shall not be valid or have any force or effect unless the Conditions Precedent set forth in Section 3(c) below has been satisfied, and if so satisfied, such waiver shall be, and shall be deemed to be, effective as of the payment by Aperture Sub to PNC contemplated by Section 3(c) below.

3. Conditions Precedent. The effectiveness of certain of the obligations of the parties set forth herein is subject to the satisfaction in full of the following conditions:

(a) the Merger Transaction is consummated at the Effective Time;

(b) PNC receives on or prior to the Closing Date (as defined in the Merger Agreement), payment of all the outstanding indebtedness of Aperture Sub under the Loan Agreement, including attorneys' fees, as further described in the pay-off letter of PNC attached hereto as Exhibit A (the "Pay-Off Letter");

(c) on or prior to the Effective Time, Aperture Sub pays to PNC all the outstanding indebtedness of Aperture Sub under the Purchasing Card Agreement between Aperture Sub and PNC dated April 26, 2002 and effective May 6, 2002 (the "Purchasing Card Agreement") and related documents, which amount as of the date hereof is \$28,030.00 (subject to adjustment for any purchases pursuant thereto between the date hereof and time of such payment), and upon such payment in full to PNC, the Purchasing Card Agreement and related documents (including any letter of credit related thereto) shall hereby be deemed terminated and of no further force and effect. Upon such payment, PNC shall take all necessary action, and shall authorize to extent permitted by

applicable law Aperture Sub to take such action, to terminate any evidence of any underlying security interests PNC has or had pursuant to the Purchasing Card Agreement or any related document, provided, however, that the foregoing shall not apply to the Loan Agreement or any of agreements entered into in connection with the Loan Agreement or to any of the agreements referenced in Section 3(d) below, including the Pledge Documents (as defined below); and

(d) on or prior to the Closing Date, Aperture Sub will, with respect to each of the \$100,000 letter of credit on its account for the benefit of the State of Tennessee, and the \$40,000 letter of credit on its account for the benefit of Quorum Health Resources, either (i) return or caused to be returned to PNC the original copy of such letter of credit for cancellation with a verification of cancellation from the beneficiary thereof, if any, or (ii) enter into and deliver to PNC documentation as required by PNC to cash collateralize the face value of each such letter of credit, including without limitation, a pledge agreement for deposit accounts in form and substance acceptable to PNC (the "Pledge Documents").

4. Mutual Release. The Company, Aperture Sub and PNC each hereby mutually release and discharge the other from any and all obligations, claims or demands relating to or concerning the Warrants, the Warrant Certificate or the Purchase Agreement, except to the extent of the representations, covenants and obligations of the parties hereto set forth in this Agreement or any breach thereof. The preceding sentence, shall not be valid nor have any force or effect unless all of the Conditions Precedent are satisfied, and if so satisfied, such consent shall be, and shall be deemed to be, effective as of immediately prior to the Effective Time.

5. Acknowledgment. PNC acknowledges that it is generally familiar with the terms and conditions of the Merger Transaction. At the Closing (as defined in the Merger Agreement), holders of Common Stock of the Company will not receive any portion of the merger consideration for their shares of Common Stock as provided in the Merger Agreement. PNC hereby acknowledges that PNC has voluntarily entered into this Agreement and has decided not to acquire, and to relinquish forever, subject to the terms and conditions set forth in this Agreement, including without limitation, the satisfaction of the Conditions Precedent, any right PNC might have to acquire, whether pursuant to the Warrants or otherwise, any shares of Common Stock of the Company.

6. Delivery of Original Warrant Certificate and Stock Certificate. PNC shall deliver to Wyatt, Tarrant & Combs, LLP (the "Firm"), simultaneously with the execution of this Agreement or promptly thereafter (and in any event no later than immediately prior to the Closing), the original execution copy of the Warrant Certificate and the Stock Certificate to hold in escrow pursuant to the terms of that certain escrow agreement of even date herewith executed by the Company, Aperture Sub, PNC and the Firm. If the original execution copy of the Warrant Certificate or the Stock Certificate has been lost, stolen, destroyed or mutilated, PNC represents that such Warrant Certificate or the Stock Certificate has been lost or destroyed, that after a diligent search, PNC has not been able to find such Warrant Certificate or the Stock Certificate, that PNC has not transferred, assigned, pledged or negotiated the Warrant Certificate or the Stock Certificate, and no

person, firm or other entity except PNC has any interest in the Warrant Certificate, the Purchase Agreement or the Stock Certificate. PNC agrees to execute and deliver to the Company an affidavit to that effect (including indemnification for the Company), if so requested, in form and substance satisfactory to the Company, and to take such other and further actions as the Company shall request.

7. Termination of the Merger Agreement. In the event that the Merger Transaction is not consummated or the Merger Agreement is otherwise terminated for any reason, this Agreement (as well as the agreements contemplated by Section 3(c) hereof) shall be null and void and of no further force and effect as if the parties had never entered into this Agreement. In such event, the Firm shall return to PNC any original execution copy of the Warrant Certificate and the Stock Certificate delivered to the Firm pursuant hereto.

8. Entire Agreement and Modification. This Agreement (including the exhibit hereto) supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement of both parties.

9. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

11. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Cancellation Agreement as of the date first written above.

"Company"

APERTURE CREDENTIALING HOLDINGS, INC.

By: Ruth N. Wallace

Name: RUTH N. WALLACE

Title: CFO

"Aperture Sub"

APERTURE CREDENTIALING, INC.

By: Ruth N. Wallace

Name: RUTH N. WALLACE

Title: CFO

"PNC"

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed and delivered this Cancellation Agreement as of the date first written above.

"Company"

APERTURE CREDENTIALING HOLDINGS, INC.

By: _____

Name: _____

Title: _____

"Aperture Sub"

APERTURE CREDENTIALING, INC.


By: _____

Name: _____

Title: _____

"PNC"

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Glen E. Siniawski

Title: Assistant Vice President

Exhibit A
Pay-Off Letter

PAY-OFF LETTER



Date: October 18, 2002

To: UnitedHealth Group Incorporated
Attn: Thad C. Johnson
UnitedHealth Group Center
9900 Bren Road East
Minnetonka, MN 55343

Borrower: Aperture Credentialing, Inc.
301 N. Hurstbourne Parkway, Suite 200
Louisville, KY 40222

Guarantor: Aperture Credentialing Holdings, Inc.
301 N. Hurstbourne Parkway, Suite 200
Louisville, KY 40222

Re: Payoff of Loan Nos: 601920995 and 601955067 (the "Loans")

Ladies and Gentlemen:

You have informed us that you desire to repay the Loans, in full, on October 18, 2002 (the "**Payoff Date**"). This letter shall constitute our statement of the amount required in order for you to pay the Obligations (as defined below) in full on the Payoff Date (assuming no change in the principal balance of the Obligations from the date of this letter). The terms of the Cancellation Agreement by and among Borrower, Guarantor and PNC Bank, National Association (the "**Cancellation Agreement**") and the Escrow Agreement by and among Borrower, Guarantor, PNC Bank, National Association and Wyatt, Terrant & Combs, LLP (the "**Escrow Agreement**"), each dated October 16, 2002, are hereby incorporated by reference. Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Cancellation Agreement and the Escrow Agreement, as applicable.

A member of The PNC Financial Services Group |
One PNC Plaza 249 Fifth Avenue Pittsburgh Pennsylvania 15222 2707
www.pncbank.com

TRADEMARK
REEL: 003857 FRAME: 0775

As of the Payoff Date, you shall owe the following with respect to the Obligations (the "Payoff Sum"):

Loan No. 601920995

Principal Balance	\$479,166.67
Interest due and payable	\$1,301.07

Loan No. 601955067

Principal Balance	\$760,000.00
Interest due and payable	\$1,884.17

Legal Fees \$4,207.28

Total \$1,246,559.19

In addition, for each day after the Payoff Date, additional interest shall accrue and be payable on the Loans in the amounts of \$76.53 per diem and \$110.83 per diem, respectively, until the Obligations are paid in full, subject to changes in our Prime Rate or other applicable rate index, if any, prior to our receipt of the Payoff Sum. The Payoff Sum must be received, in immediately available funds, by 5:00 P.M. (Eastern Time) on the Payoff Date in order for you to avoid any additional day's interest. We reserve the right to notify you of any change in the Payoff Sum due to unforeseen circumstances, calculation errors, and amounts payable by you which are not included in the Payoff Sum or otherwise.

Payment of the Obligations should be made by wire transfer to PNC Bank, National Association, or in other immediately available funds delivered to the undersigned on behalf of PNC Bank. Our wire instructions are as follows:

Institution Name:	PNC Bank, National Association, Pittsburgh, PA
Routing Number:	043-000-096
Account Number:	130760016803
Attention:	Commercial Loans Dept.
Reference:	Aperture Credentialing, Inc.

Subject to the terms hereof, upon (A) payment in full in immediately available funds of the Payoff Sum and (B) satisfaction of the other Conditions Precedent set forth in the Cancellation Agreement, we shall terminate any and all commitments by us to lend to Borrower; therefore, all of Borrower's existing monetary obligations and indebtedness (the "Obligations") under that certain Loan Agreement dated March 13, 2002 by and between PNC Bank, National Association, Borrower and Guarantor and all related security agreements, pledge agreements, guarantees, assignments and other documents executed in connection therewith (collectively, the "Loan Documents"), and the Loan Documents themselves, shall be satisfied in full, terminated and released, except for such provisions which expressly survive such termination, and all other obligations of the Borrower under the Loan Documents shall be extinguished and of no further force or effect. Without limiting the generality of the foregoing, upon payment in full in

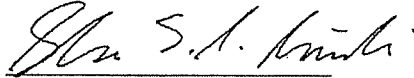
immediately available funds of the Payoff Sum, the Copyright Assignment, Patent Assignment and Trademark Assignment (the "Assignments"), all as executed by the parties in connection with the execution and delivery of the other Loan Documents, and any license granted to PNC Bank, National Association (or its affiliates) pursuant thereto, shall be terminated and of no further force or effect, and PNC Bank, National Association (or its affiliates) shall not have any rights with respect to the copyrights, patents and trademarks (or any other intellectual property of Borrower or Guarantor) that are the subject of the Assignments. Notwithstanding the foregoing or anything contained in this letter to the contrary, the Pledge Documents, if entered into by the parties as contemplated by the Cancellation Agreement, shall continue in full force and effect in accordance with their terms.

Subject to the terms hereof, upon (A) payment in full in immediately available funds of the Payoff Sum and (B) satisfaction of the other Conditions Precedent set forth in the Cancellation Agreement, the liens and security interests held by us in the personal property of the Borrower in which Borrower has granted to us a security interest to secure its obligations to us under the Loan Documents (collectively, the "Collateral") and all guarantees of the Obligations, shall also be deemed to be satisfied, released and terminated; provided, that such Collateral shall only be released to the extent it is not pledged as collateral under the Pledge Documents.

By our signature below, we authorize you, after (A) our receipt of the Payoff Sum, (B) satisfaction of the other Conditions Precedent set forth in the Cancellation Agreement and (C) written confirmation from us to you that (A) and (B) have occurred (via e-mail, facsimile or otherwise), which confirmation shall be given immediately following the occurrence of (A) and (B), to file or record, at your expense, such UCC termination or release statements pertaining to liens and security interests heretofore granted to us with respect to the Collateral to the extent you may do so under applicable law; provided, that such authorization does not extend to any collateral pledged under the Pledge Documents. We also agree to deliver to you, after (A) our receipt of the Payoff Sum and (B) satisfaction of the other Conditions Precedent set forth in the Cancellation Agreement, all promissory notes and other instruments marked "Paid in Full."

Very truly yours,

PNC BANK, NATIONAL ASSOCIATION



Glen E.S. Siniawski
Assistant Vice President