

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
Bourget Health Services, Inc.		12/18/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Sunquest Information Systems, Inc.		
Street Address:	250 S. Williams Blvd.		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85711		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3201404	OUTREACH ADVANTAGE	
Registration Number:	3201408	OUTREACH ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	(520)901-9149		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	520-570-2660		
Email:	tom.wilson@sunquestinfo.com		
Correspondent Name:	Thomas J Wilson		
Address Line 1:	250 South Williams Boulevard		
Address Line 4:	Tucson, ARIZONA 85711		
ATTORNEY DOCKET NUMBER:	63546		
NAME OF SUBMITTER:	Thomas J Wilson		
Signature:	/Thomas J Wilson/		
Date:	01/14/2009		

TRADEMARK

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Total Attachments: 7

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of December 17, 2008 (this "Agreement"), is made by and between Sunquest Information Systems, Inc., a Pennsylvania corporation ("Buyer"), and Bourget Health Services, Inc., dba Pathology Associates Medical Laboratories, a Washington corporation ("Seller").

WITNESSETH:

WHEREAS, Seller has developed the Software Suite (as defined herein); and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Software Suite and certain assets of the Seller related to the Software Suite, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement, and intending to be legally bound, and on the terms and subject to the conditions herein set forth, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms. When used in this Agreement, the following terms shall have the meanings specified:

"Adverse Consequences" shall mean all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, Taxes (as defined herein), liens, losses, expenses and fees, including court costs and reasonable attorneys' fees and expenses.

"Agreement" shall mean this Asset Purchase Agreement, together with all schedules and exhibits attached hereto, as the same may be amended from time to time in accordance with the terms hereof.

"Closing Date" shall mean the date on which the Closing (as defined herein) shall be held.

"Closing Time" shall mean 12:01 a.m. on the Closing Date.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

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

BUYER:

SUNQUEST INFORMATION SYSTEMS, INC.

By: 

Name: Richard Atkin

Title: President & CEO

SELLER:

BOURGET HEALTH SERVICES, INC.,
dba PATHOLOGY ASSOCIATES MEDICAL
LABORATORIES

By: 

Name: Dr. Thomas O. Tiffany

Title: President & CEO

[Signature Page to Asset Purchase Agreement]

Exhibit 3.2(c) - Form of Intellectual Property Assignment and Assumption Agreement

Exhibit 3.2(c) - Form of Intellectual Property Assignment and Assumption Agreement begins on the next page.

INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of December ____, 2008, by and between Bourget Health Services, Inc., dba Pathology Associates Medical Laboratories, a Washington corporation ("Assignor"), and Sunquest Information Systems, Inc., a Pennsylvania corporation ("Assignee").



WITNESSETH:

WHEREAS, Assignor is the owner of record of the trademarks set forth in Schedule 1 attached hereto and incorporated herein by reference (collectively, the "Marks"), which are the subject of United States registrations set forth on Schedule 1 (collectively, the "Registrations");

WHEREAS, Assignee is desirous of acquiring Assignor's right, title and interest in and to the Marks and the Registrations, together with the goodwill of the portion of Assignor's business connected with the use of and symbolized by the Marks, which business is ongoing and existing;

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") and that certain Bill of Sale (the "Bill of Sale"), each executed contemporaneously herewith, Assignee has acquired from Assignor, Assignor's right, title and interest in and to the Marks and the Registrations, together with other intangible assets of Assignor (as more fully set forth in such Asset Purchase Agreement); and

WHEREAS, Assignor has agreed to execute this Assignment to enable Assignee to complete its legal title through recordal of its ownership of the Marks and the Registrations in the United States Patent and Trademark Office.

NOW, THEREFORE, for and in consideration of  Dollars (\$) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, to have and to hold forever, and Assignee hereby assumes and accepts, Assignor's right, title and interest, including any domestic and foreign rights, in and to the Marks and the Registrations, including without limitations Assignor's right, title and interest in and to: (i) all goodwill of the portion of Assignor's business to which the Marks pertain; (ii) the Marks and the Registrations and any and all renewals and all registrations or certificates that may be issued or granted therefor; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Marks and the Registrations; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Marks and the Registrations, throughout the entire world; and (v) the right throughout the world to file trademark applications and/or extensions or renewals and obtain, secure and maintain trademark registrations for the Marks and/or the Registrations in Assignee's own name throughout the world, including, without limitation, all rights of priority. In connection with the foregoing, Assignor does hereby authorize and request the United States Commissioner of Patents and Trademarks and any official of any country or countries foreign to the United States, whose duty

is to issue trademark registrations, to issue any and all certificates resulting from the Registrations, insofar as Assignor's rights, titles and interests are concerned, to Assignee.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

Bourget Health Services, Inc.,
dba Pathology Associates Medical Laboratories

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

On the _____ day of _____, in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ASSIGNEE:

Sunquest Information Systems, Inc.,
a Pennsylvania corporation

By: _____
Name: _____
Title: _____

SCHEDULE 1

MARK(S) AND REGISTRATION(S)

Owner of Record	Mark	Registration No./Serial No.	Registration/Filing Date	Status	Goods/ Services

74664.000003 EMF_US 26552244v1