

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Acquisition of all assets 09/30/2008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beacon Resource Group, Inc.		09/30/2008	COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	HCPPro, Inc.		
Street Address:	200 Hoods Lane		
City:	Marblehead		
State/Country:	MASSACHUSETTS		
Postal Code:	01945		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78876545	BEACON ACADEMY	
CORRESPONDENCE DATA			
Fax Number:	(781)631-8401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	781 639 1872		
Email:	astone@hcpro.com		
Correspondent Name:	HCPPro, Inc.		
Address Line 1:	200 Hoods Lane		
Address Line 4:	Marblehead, MASSACHUSETTS 01945		
NAME OF SUBMITTER:	Amy L. Stone		
Signature:	/Amy L. Stone/		
Date:	01/14/2009		

OP \$40.00 78876545

Total Attachments: 41
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into as of September 30, 2008, by and among Beacon Resource Group, Inc., a Wisconsin corporation (the "Company"), Diane Omdahl and Richard Omdahl (collectively, the "Beneficial Owners"), and HCPro, Inc., a Delaware corporation (the "Purchaser").

Introduction

The Company is an information and educational services company providing training programs, resource materials, and support services for the home health and hospice industries. The Company's product offerings include live seminars, audio conferences, web-based training programs, membership programs, publications, newsletters and videos, all as more particularly described on **Exhibit A** attached hereto (collectively, the "Newsletters and Membership Programs"). The Newsletters and Membership Programs are offered under the following tradenames (the "Tradenames"): "Beacon Health", "The Beacon Academy", "The Beacon Resource Center", and the "Beacon Institute". The business which owns, operates, produces and supports the Newsletters and Membership Programs is referred to herein as the "Business".

The Company wishes to sell, and the Purchaser wishes to buy, all right title and interest in and to the Newsletters and Membership Programs together with all of the tangible and intangible assets and rights of the Company that relate to the Business, on the terms and conditions set forth herein. The Beneficial Owners (i) are the principal stockholders, officers and directors of the Company, (ii) will derive substantial benefits from such sale and purchase, and (iii) wish to cause such sale and purchase to be consummated. Such sale and purchase and each other related transaction referred to herein are sometimes collectively referred to herein as the "Transactions".

An index of defined terms used herein is contained in Article IX of this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE; CLOSING

Section 1.1. Purchase and Sale of Purchased Assets. Subject to the terms and conditions of this Agreement, the Company shall sell, convey, transfer, assign and deliver to the Purchaser at the Closing (as hereinafter defined), free and clear of all liens, security interests, mortgages and encumbrances, the Newsletters and Membership Programs and all of the assets, properties and rights of every kind, nature and description used by the Company in connection with or otherwise relating to the Business (all of such assets being referred to herein as the "Purchased Assets"), including, without limitation the following assets:

(i) all of the Company's rights to operate the Business, conduct the Membership Programs and publish and distribute the Newsletters, and the Company's rights to use any and all assets required in the operation of the Business whether or not owned by the Company;

(ii) all rights pursuant to all Assumed Contracts, including any amendments and supplements thereto and including, without limitation, all existing, in-process and trial membership and subscription agreements, and, to the extent available, all agreements with any Person who at any time shall have subscribed to any Newsletter or held a membership or otherwise participated in any Membership Program (each such person being referred to herein as a "Subscriber"), and all customer agreements;

(iii) all tangible and intangible property owned or licensed by the Company that is used in connection with the Business including all fixed assets, furniture, fixtures, equipment, software other than any tangible or intangible property constituting an Excluded Asset;

(iv) all items of Inventory owned by the Company as of the Closing Date, whether in possession of the Company or a third party;

(v) all marketing collateral, sales support and promotional literature, flyers and reply cards owned by the Company in all available formats including electronic and print formats;

(vi) all current and available past Subscriber lists including all names, titles, addresses, telephone numbers, fax numbers, and email addresses, and all paper or electronic databases containing such lists;

(vii) all supplier and vendor lists and files owned or licensed by the Company;

(viii) all Business Intellectual Property and goodwill associated therewith owned or licensed by the Company (including without limitation all archival materials, all electronic content, telephone and fax numbers, URL's and domain names and related trade names, if any), rights thereunder, remedies against infringements thereof and rights to protection of interests therein under the applicable laws of all pertinent jurisdictions;

(ix) all existing advertising and sales leads, sales pipelines, sales prospects, sales contacts, and advertising contacts;

(x) all current assets of the Company, other than the Excluded Assets, including all accounts receivable, inventory and prepaid expenses;

(xi) all of the Company's rights, claims, credits, causes of action or rights of set-off against third parties relating to the Purchased Assets;

(xii) all of the Company's marketing, customer lists, files, databases, documents and records used in the Business, including all names, titles, addresses, telephone numbers, fax numbers, and email addresses, to the extent available, and all

paper or electronic databases containing such lists, including all active sales leads and copies of all call reports and status reports;

(xiii) all lists, documents and records owned or licensed by the Company relating to past, present and prospective Subscribers, and all rights to re-sell and re-distribute third party information;

(xiv) all advertising copy, films and mechanicals owned or licensed by the Company;

(xv) all available promotional materials, rate cards, audit reports, market research studies and other research owned by the Company;

(xvi) all books, records, files, documents, bills, internal and audit records, operating manuals and personnel records owned by the Company together with complete copies of all financial and accounting records;

(xvii) to the extent assignable, all permits necessary to operate the Business as set forth on Schedule 2.18;

(xviii) all accepted bids, works in progress and outstanding proposals owned by the Company;

(xix) plates, plate-making film, photographs and other reproduction materials, tapes and other components owned or licensed by the Company whether in possession of the Company or held by a third party;

(xx) to the extent not already included in the foregoing, all in-process content and archived content owned or licensed by the Company in all available formats; and

(xxi) all goodwill associated with the Business and the Purchased Assets.

Section 1.2. Excluded Assets. Notwithstanding Section 1.1, the Company shall not transfer to the Purchaser, and the Purchased Assets shall not include (i) the Company's rights under this Agreement; (ii) cash, cash equivalents and securities of the Company on hand as of the Closing; (iii) corporate record books, and Tax Returns of the Company; and (iv) all items of a personal nature owned by the Beneficial Owners and identified on Schedule 1.2 attached hereto (collectively, the "Excluded Assets").

Section 1.3. Assumption of Liabilities. At the Closing, the Purchaser shall assume and agree to pay when due, perform and discharge in accordance with the terms thereof, the following, but only the following, liabilities and obligations of the Company (the "Assumed Liabilities"):

(a) all liabilities and obligations of the Company arising in good faith in the ordinary course of business consistent with past practices and constituting current, rather than past due, executory obligations for future performance after the Closing Date under the contracts set forth and identified on **Exhibit B** attached hereto (such identified contracts being referred to

herein as the "Assumed Contracts"), in each case, to the extent the Company's rights thereunder are effectively transferred to the Purchaser at Closing, except to the extent such liabilities and obligations arose as a result of a breach or default by the Company;

(b) the deferred subscription liability for the Newsletters and Membership Programs to the extent such deferred subscription liability is included as a dollar amount on the Closing Balance Sheet and has been incurred in good faith in the ordinary course of business consistent with past practices and constitute current rather than past due obligations; and

(c) all obligations and liabilities arising from and after the Closing Date from the Purchaser's use, ownership or operation of the Purchased Assets and the Business, except to the extent such liabilities and obligations arose as a result of a breach or default by the Company.

Except for the Assumed Liabilities, the Purchaser shall not assume and shall not in any way be responsible for any of the debts, liabilities, or obligations of the Business or the Company. Without limiting the generality of the foregoing, the Purchaser shall have no liability for the following which shall not be included in "Assumed Liabilities": (i) the outstanding amount of all principal, interest, fees and expenses in respect of borrowed money, letters of credit, capital leases and installment purchases; (ii) obligations relating to Taxes, including, but not limited to, Taxes owed by the Company associated with the Transactions; (iii) obligations of the Company or the Beneficial Owners under this Agreement or any agreement entered into in connection with the Transactions, (iv) liabilities or obligations relating to any litigation or arbitration affecting the Company; (v) liabilities or obligations relating to any litigation or arbitration affecting the Purchased Assets attributable or otherwise relating to the period on or prior to the Closing Date; (vi) liabilities to any Affiliate of the Company; (vii) obligations with respect to any pension, profit sharing, retirement, employee benefit plan, benefit or arrangement or relating to the employment or termination of employment by the Company or any Person, including a Transferring Worker or Terminating Worker including, without limitation, applicable payroll and related taxes; or (viii) any matters disclosed on Schedule 2.20(b).

As used herein, "Person" means any natural person, corporation, limited liability company, partnership, trust or other entity, and "Affiliate" has the meaning ascribed to it in Rule 405 promulgated under the Securities Act of 1933, as amended (the "Securities Act").

Section 1.4. Purchase Price; Additional Consideration.

(a) The aggregate purchase Price for the Purchased Assets and the other agreements contained herein (the "Purchase Price") shall be (i) \$1,881,000, of which (A) \$1,431,000 shall be paid to the Company in cash at the Closing, (B) \$100,000 (the "Escrow Amount") shall be paid in cash into the Escrow Account as provided in Section 1.5(a) below at the Closing, which Escrow Amount shall be payable in accordance with Section 7.5 of this Agreement, and (C) up to \$350,000 (the "Contingent Payment") shall be paid in cash into the Contingent Payment Escrow Account as provided in Section 1.5(b) below, which Contingent Payment shall be payable in accordance with Section 1.5(b) of this Agreement; and (ii) the assumption by the Purchaser of the Assumed Liabilities pursuant to Section 1.3.

(b) In addition to the Purchase Price, the Company or its assignee (as directed by the Company in writing to the Purchaser) shall be entitled to receive additional consideration

(the "Additional Consideration") in an amount equal to 25% of the Net Cash Receipts (as hereinafter defined) received by the Purchaser solely from renewals of Closing Subscription Agreements (as hereinafter defined) received during the period commencing on the Closing Date and ending on the second annual anniversary of the Closing Date. All payments of Additional Consideration shall be paid quarterly in arrears within 45 days following the end of each quarter based upon the Net Cash Receipts received by the Company during such quarter.

As used herein, the term "Closing Subscription Agreements" means the fully paid subscription agreements of the Company existing as of the Closing Date for certain of the Newsletters and Membership Programs, all as set forth and identified on Schedule 1.4(b) attached hereto.

As used herein, the term "Net Cash Receipts" means gross cash receipts actually paid to the Purchaser less shipping and handling charges, taxes, payments to resellers, if applicable, refunds, rebates and credit card processing fees.

Section 1.5. Escrow Account; Contingent Payment.

(a) At Closing, the Escrow Amount will be placed by the Purchaser in an interest bearing savings account with a national bank that is reasonably acceptable to the Company (the "Escrow Account"). The Escrow Account shall require two signatories for all disbursements, one of which shall be an individual to be designated in writing by the Company to the Purchaser and the bank, and the other of which shall be designated in writing by the Purchaser to the Company and the bank. The Escrow Account shall require that monthly statements and all correspondence from the bank be sent to the Company and the Purchaser. Disbursements from the Escrow Account shall be made solely in accordance with the terms and conditions of this Agreement.

(b) From and after the Closing, the Purchaser will fund the Contingent Payment by making deposits into an interest bearing savings account with a national bank that is reasonably acceptable to the Company (the "Contingent Payment Escrow Account") in cash in 24 monthly installments of \$14,583.33 (the "Monthly Payment"), upon and subject to the terms of this Agreement. The Contingent Payment Escrow Account shall require that monthly statements and all correspondence from the bank be sent to the Company and the Purchaser. Disbursements from the Contingent Payment Escrow Account shall be made solely in accordance with the terms and conditions of this Agreement. The Purchaser will make the initial deposit of the Monthly Payment into the Contingent Payment Escrow Account on the one-month anniversary of the Closing, and thereafter on the same day of each succeeding month. The Contingent Payment shall be payable out of the Contingent Payment Escrow Account as follows:

(i) \$175,000 plus all accrued interest thereon shall be paid on the first annual anniversary of the Closing (A) to the Company if Diane Omdahl is then employed by the Purchaser, (B) to the Company if Diane Omdahl is not then employed by the Purchaser and such employment shall have been terminated by the Purchaser without Cause (as such term is defined in Diane Omdahl's Employment Agreement) on or before such first annual anniversary, or (C) to the Purchaser if Diane Omdahl is not then employed by the Purchaser and such employment shall have been terminated on or before such first annual anniversary for any reason, other than by the Purchaser without Cause,

including by reason of death, Disability (as such term is defined in Diane Omdahl's Employment Agreement) or the voluntary termination of Diane Omdahl;

(ii) \$175,000 plus all accrued interest thereon shall be paid on the second annual anniversary of the Closing (A) to the Company if Diane Omdahl is then employed by the Purchaser, (B) to the Company if Diane Omdahl is not then employed by the Purchaser and such employment shall have been terminated by the Purchaser without Cause at any time prior to such second annual anniversary of the Closing or by reason of the death or Disability of Diane Omdahl after the first annual anniversary of the Closing, and (C) to the Purchaser if Diane Omdahl is not then employed by the Purchaser and such employment shall have been terminated at any time either by the Purchaser for Cause or by Diane Omdahl voluntarily.

(c) The Company, the Beneficial Owners and the Purchaser acknowledge and agree that the Purchaser's obligation to continue to deposit the Monthly Payment in the Contingent Payment Escrow Account shall terminate immediately upon and subject to the occurrence of any event in which either installment of the Contingent Payment shall be payable to the Purchaser. For purposes of this Section 1.5, the term Purchaser shall include Purchaser's assignee in the event the Employment Agreement of Diane Omdahl is assigned by Purchaser as provided therein.

Section 1.6. Closing. The closing (the "Closing") of the purchase and sale of the Purchased Assets hereunder shall take place on the date hereof (the "Closing Date").

Section 1.7. Deliveries by the Company and the Beneficial Owners. At the Closing, and upon satisfaction of the delivery requirements set forth in Section 6.2 herein, the Company and/or the Beneficial Owners, as the case may be, will deliver or cause to be delivered to the Purchaser the agreements, instruments, consents, certificates and other documents required of them by Section 6.1.

Section 1.8. Deliveries by the Purchaser. At the Closing, and upon satisfaction of the delivery requirements set forth in Section 6.1 herein, the Purchaser will deliver or cause to be delivered to the Company the payments, agreements, instruments, certificates and other documents required of it by Section 6.2.

Section 1.9. Allocation. The total amount of the Purchase Price and the Assumed Liabilities, less the amount of the Contingent Payment, shall be allocated among the Purchased Assets in accordance with the allocation set forth on Schedule 1.9 which allocation the parties agree was arrived at by arm's-length negotiation and properly reflects the fair market value of the Purchased Assets transferred pursuant to this Agreement. The allocations under this Section 1.9 will be binding on all parties for federal, state, local and other tax purposes in connection with the purchase and sale of the Purchased Assets and will be consistently reflected by each party on such party's Tax Returns.

ARTICLE II
REPRESENTATIONS AND WARRANTIES
OF THE COMPANY AND THE BENEFICIAL OWNERS

The Company and the Beneficial Owners hereby jointly and severally represent and warrant to the Purchaser that each of the statements contained in this Article II is true and correct as of the date hereof:

Section 2.1. Organization, Power and Standing; Foreign Qualification.

(a) The Company is a corporation duly formed and validly existing under the laws of the State of Wisconsin, with all requisite power and authority to own, lease and operate its properties and to carry on the Business. The copies of the Articles of Incorporation and Bylaws of the Company, each as amended through the date hereof (the "Organizational Documents"), delivered to the Purchaser are true, complete and correct and remain in full force and effect. The Company is duly qualified and authorized to do business as a foreign corporation and in good standing in each jurisdiction in which the nature of its activities in operating the Business therein requires qualification.

(b) The Company has no subsidiaries.

Section 2.2. Authority. The Company and the Beneficial Owners have all requisite power and authority to enter into and deliver this Agreement and the other agreements to which they are a party, to perform their obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Company and the Beneficial Owners of this Agreement and the other agreements to which they are a party, the performance by each of their obligations hereunder and thereunder and the consummation by each of the Transactions have been duly authorized by all necessary action. This Agreement has been duly executed and delivered by each of the Company and the Beneficial Owners.

Section 2.3. Validity and Enforceability. This Agreement is, and each of the other agreements and instruments of the Company and the Beneficial Owners contemplated hereby will be, the valid and binding obligations of the Company and/or the Beneficial Owners, as the case may be, enforceable in accordance with their respective terms.

Section 2.4. Financial Statements. The Company has delivered to the Purchaser the compiled balance sheets and income statements of the Company (i) for the years ended December 31, 2007, December 31, 2006 and December 31, 2005, (ii) the eight month periods ending August 31, 2008 and August 31, 2007, and (iii) the trailing twelve month period ending August 31, 2008 (collectively, the "Financial Statements"). Such Financial Statements were prepared in accordance with the books and records of the Company in conformity with generally accepted accounting principles, consistently applied ("GAAP"), except for the omission of footnotes and normal, immaterial year-end adjustments. Such Financial Statements fairly present in all material respects the financial condition of the Company at the respective dates thereof and the results of its operations for the periods then ended. The Company has also furnished to the Purchaser the unaudited Closing Balance Sheet, which Closing Balance Sheet (including the deferred subscription liability reflected thereon) has been prepared in accordance

with the books and records of the Company in conformity with GAAP and fairly presents in all material respects the assets and liabilities of the Company as at the Closing Balance Sheet Date.

Section 2.5. Material Contracts. Schedule 2.5 sets forth a complete and accurate list of all of the following:

- (a) licenses, leases, subleases, contracts and other arrangements with respect to any material property of the Company, including without limitation, Business Intellectual Property licenses (other than generally available software licenses) and material sales, supply vendor, purchase and requirement contracts, including printing and pre-press contracts;
- (b) marketing, agency, sales representative, broker, distribution, fulfillment, barter, trade or similar contracts;
- (c) Program and Publication subscription agreements;
- (d) any contracts relating to the lease, rental or management of any data, information or lists, whether the Company is the provider or consumer of such information;
- (e) any discounts, rebates and special pricing arrangements, and any other arrangements or agreements with customers;
- (f) Program and Publication sponsor agreements including all active and, to the extent available, inactive Subscribers as of the Closing;
- (g) employment, collective bargaining, severance, consulting, deferred compensation, benefit and similar plans and agreements involving any Business Worker;
- (h) agreements, contracts or instruments to which the Company is a party relating to the capital lease or purchase on an installment basis of any asset, or the guarantee of any of the foregoing, if any of the foregoing has or could create a security interest, lien or other encumbrance on the Purchased Assets;
- (i) contracts of the Company with officers or directors of the Company or the Beneficial Owners or their relatives or Affiliates;
- (j) contracts which place any material limitation on the method of conducting or scope of the Business or under which the amount payable by the Company is dependent on the revenue, income or similar measure of the Company or any other Person;
- (k) joint venture, partnership or similar agreements; and
- (l) other material contracts, instruments, commitments, plans and arrangements of the Company, including any purchase and sale agreements in respect of the Newsletters and Membership Programs outside the ordinary course of Business and remaining effective on the Closing Date.

All of the foregoing (whether written or unwritten), including all amendments or modifications thereto, are referred to as "Material Contracts". The Company has furnished to the Purchaser copies of all Material Contracts (and written descriptions of any oral Material Contracts). Except as set forth on Schedule 2.5, (i) each Material Contract sets forth the entire agreement and understanding between the Company and the other parties thereto; and (ii) is valid, binding and in full force and effect, and there is no event which has occurred or exists, which constitutes or which, with notice, the happening of any event and/or the passage of time, would constitute a material default or breach under any such contract by the Company, or, to the best of the Company's and the Beneficial Owners' knowledge, any other party thereto, or would cause the acceleration of any obligation of any party thereto or give rise to any right of termination or cancellation thereof (a "Default"). Neither the Company nor either of the Beneficial Owners has received any notice that any party to a Material Contract will not fulfill its obligations thereunder in all material respects.

Section 2.6. Subscribers.

(a) The Company has delivered to the Purchaser true and complete copies of all Subscriber databases including, without limitation, databases containing all past and present Subscribers, marketing prospects, sales leads and archived or past Publication and Program content and materials in an electronic format acceptable to the Purchaser. Such databases include the following information, at a minimum, with respect to each Subscriber: name, mailing address, email address, source of Subscriber name, Publication and Program type, whether paying or non-paying, price paid or to be paid, if applicable, and date through which the Publication or Program subscription runs.

(b) The Company has performed or delivered all services related to the subscriptions for the Newsletters and Membership Programs to the extent that such subscriptions obligated the Company to deliver such services to Subscribers prior to Closing.

(c) All names included in such databases since January 1, 2006 were acquired in compliance with all applicable laws and regulations and, to the knowledge of the Company and the Beneficial Owners, all names included in such databases prior to January 1, 2006 were acquired in compliance with all applicable laws and regulations.

(d) Schedule 2.6 sets forth the deferred subscription liability for each Subscriber as of the Closing Balance Sheet Date, which deferred subscription liability has been prepared in accordance with the books and records of the Company in conformity with GAAP, the total of which when aggregated with the amounts set forth on Schedule 2.15 balances with the aggregate deferred subscription liability set forth on the Closing Balance Sheet.

Section 2.7. Employee Benefit Plans.

(a) Schedule 2.7 sets forth a correct and complete list of all any "employee pension benefit plan" or "employee welfare benefit plan," as defined in ERISA, and any other written or oral plan, agreement, arrangement, commitment or promise involving direct or indirect, past, present or future compensation, including salary, wages, insurance coverage, severance benefits, disability benefits, deferred compensation, bonuses, stock options, stock purchase, phantom stock, stock appreciation or other forms of incentive compensation or post-

retirement or post-termination compensation, in each case relating to any current or former director, employee or consultant of the Company or any of its Affiliates ("Employee Benefit Plans") in effect now or since January 1, 2006. The Company is now, and has in all material respects been since such date, in compliance with each Employee Benefit Plan. Each Employee Benefit Plan has been administered in all material respects in accordance with the terms of such plan and the provisions of any and all applicable statutes, orders or regulations, including ERISA and the Internal Revenue Code of 1986, as amended (the "Code"). All material reports, returns, notices and documents required to be filed with respect to all Employee Benefit Plans, including without limitation annual reports on Form 5500, have been timely filed. All contributions required by law or the terms of any Employee Benefit Plan have been made. All claims for welfare benefits incurred by employees of Seller on or before the Closing to the extent covered by the Employee Benefit Plans are or will be fully covered by third-party insurance policies or programs. Except for continuation of health coverage to the extent required under Section 4980B of the Code or as otherwise set forth in this Agreement, there are no obligations under any Employee Benefit Plan providing group health expense reimbursements benefits after termination of employment.

(b) Schedule 2.7 lists each Employee Benefit Plan pursuant to which any amount may become payable (whether currently or in the future), any of the benefits of which will become payable or will be increased, or the vesting of the benefits under which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement.

(c) The Purchaser acknowledges that the employees of the Company are subject to a co-employees arrangement with the Waterstone Group Employment Administration Services, LLC ("Waterstone"), and its contract with the Company dated January 14, 2008. All schedules regarding employees list co-employees of the Company and Waterstone (including Schedule 2.21). All schedules regarding benefits list the current benefits of the employees, whether provided by the Company or Waterstone.

Section 2.8. Affiliate Transactions. The Company is not a party to any material contract or arrangement, with any of its officers, directors or the Beneficial Owners, their relatives or Affiliates, and (b) none of such Persons has any direct or indirect ownership interest in, or any contractual relationship with, any Person with which the Company is or was Affiliated or with which the Company has a business relationship, or any Person which, directly or indirectly, competes with the Company.

Section 2.9. Real Property. The Company does not own any real property. The Purchased Assets do not include any owned or leased real property.

Section 2.10. Personal Property. Schedule 2.10 lists each item of personal property used in the Business as of the Closing Balance Sheet Date (the "Tangible Purchased Assets"). The Company has good and marketable title to or a valid leasehold or license interest in each of the Tangible Purchased Assets (including good and marketable title to all Tangible Purchased Assets reflected on the Closing Balance Sheet), free and clear of any security interests or encumbrances of every kind, nature and description. All Tangible Purchased Assets are in good operating condition and repair, normal wear and tear excepted.

Section 2.11. Intellectual Property.

(a) As used herein "Intellectual Property" means all (i) patents, patent applications, patent disclosures and inventions, (ii) trademarks, service marks, trade dress, trade names (including the Tradenames), logos and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof, (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, including written and other content fixed in a tangible medium, (iv) computer software (other than standard off-the-shelf commercial software), interfaces, data, data bases and documentation thereof, (v) trade secrets and other confidential information (including, without limitation, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), manufacturing and production and all other processes, procedure and techniques, research and development information, drawings, specifications, designs, written plans and proposals, technical data, copyrightable works, financial and marketing plans and information and supplier lists), and (vi) World Wide Web addresses and domain name registrations. As used herein "Business Intellectual Property" means Intellectual Property which is owned or used by the Company for the conduct of the Business including all URL and domain names and the website maintained by the Company and associated therewith (including the content and copyrightable works contained therein).

(b) Schedule 2.11(b) hereto contains:

(i) a complete and accurate list of all Business Intellectual Property included in the definition of Intellectual Property;

(ii) a complete and accurate list of all licenses and other rights granted by the Company to any third party with respect to any Business Intellectual Property and all licenses and other rights granted by any third party to the Company with respect to any Business Intellectual Property (excluding "off-the-shelf" programs or other software licensed in the ordinary course of business) identifying the subject Intellectual Property;

(iii) a complete and accurate list of passwords or identification codes necessary to access or operate any of the Business Intellectual Property, including, without limitation, website administration and vendor account access; and

(iv) the registrar and administrative contact information for each domain name included in the Business Intellectual Property.

To the knowledge of the Company and the Beneficial Owners, there is no actual threatened or expiration of any material Business Intellectual Property. The Company has taken what it believes to be commercially reasonable and appropriate actions to maintain and protect the Business Intellectual Property.

(c) The Company owns or possesses sufficient legal rights to all Business Intellectual Property necessary for the conduct of the Business as now conducted (including without limitation any software licenses that relate to or are embedded on any of the Tangible Purchased Assets) without any infringement of the rights of others. The Company is not

violating and has not violated any Intellectual Property right of any other Person, and the Company has no knowledge of any violation by any third parties of any Business Intellectual Property right of the Company.

Section 2.12. Accounts Receivable.

(a) Schedule 2.12 sets forth in detail the accounts comprising the accounts receivable of the Company as of the Closing Balance Sheet Date (the "Accounts Receivable") as shown on the Closing Balance Sheet. All Accounts Receivable are net of any reserves required in the reasonable judgment of the Company and in accordance with GAAP, are valid and enforceable claims and subject to no set-off or counterclaim. All such Accounts Receivable arose out of bona fide transactions in the ordinary course of business.

(b) All Accounts Receivable, net of any reserves required in the reasonable judgment of the Company and in accordance with GAAP, shall be collectible within 90 days of the Closing Date for the full face value of such Accounts Receivable. If the Accounts Receivable are not paid within 90 days and Purchaser chooses to offset them against the Escrow Account, the uncollected Accounts Receivable shall be assigned to the Company.

Section 2.13. Inventory. Schedule 2.13 sets forth in detail the Inventory as of the Closing Balance Sheet Date. Such Inventory is at a normal and customary level based on the Company's past practices, is useable or saleable in the ordinary course of business, and the amount of such Inventory is sufficient to conduct the Business consistent with the past practices of the Company, except for obsolete items, damaged items and materials at below standard quality, which in the aggregate are not material in amount or which have been written off or written down to net realizable value in the Closing Balance Sheet. For purposes of this Agreement, "Inventory" means all inventory of the Company, wherever located, including raw materials, works in progress, recycled materials, inventoriable supplies that relate to the Newsletters and Membership Programs or the Business, whether completed or in process, including, without limitation, archived content of the Newsletters and Membership Programs, bound volumes, work in progress, negatives, manuscripts, artwork, films, paper and binding materials, and all of the editorial materials related to the Newsletters and Membership Programs or the Business.

Section 2.14. Sufficiency of Assets. The Purchased Assets include all Material Contracts, Business Intellectual Property and other assets and rights used in the conduct of the Business in the period immediately prior to Closing and necessary for the conduct of the Business (as presently conducted) after the Closing. The delivery to the Purchaser of the instruments of transfer of ownership or assignment contemplated by this Agreement will, upon such delivery, vest good title to or a valid leasehold or license interest in the Purchased Assets in the Purchaser, free and clear of all liens and encumbrances.

Section 2.15. Bulk Customers.

(a) Schedule 2.15 sets forth a list of all bulk customers subscribing to any of the Newsletters and Membership Programs for the years ended December 31, 2006 and December 31, 2007, as well as for the six month period ending June 30, 2008, together with each such bulk customer's address, telephone number and contact person. Unless otherwise noted, the

Company has not received any notice from any such bulk customers or any other parties that have material business relations with the Company that such bulk customers or other parties intend to terminate their business relationship with the Company.

(b) Schedule 2.15 sets forth the deferred subscription liability for each bulk customer as of the Closing Balance Sheet Date, which deferred subscription liability has been prepared in accordance with the books and records of the Company in conformity with GAAP, the total of which when aggregated with the amounts set forth on Schedule 2.6 balances with the corresponding aggregate prepaid liability set forth on the Closing Balance Sheet.

Section 2.16. Required Consents. No consent, order, authorization, approval, declaration or filing, including, without limitation, any consent, approval or authorization of or declaration or filing with any governmental or non-governmental authority or any party to an Assumed Contract, is required on the part of the Company for or in connection with the execution, delivery or performance of this Agreement or the conduct of the Business by the Purchaser after the Closing, or to prevent a Default, which has not been obtained or waived in writing on or prior to the Closing. The execution, delivery and performance of this Agreement and the other instruments and agreements contemplated hereby by the Company and the Beneficial Owners will not result in any violation of, be in conflict with or constitute a default under, any law, statute, regulation, ordinance, contract, agreement, instrument, judgment, decree or order to which the Company or the Beneficial Owners is a party or by which the Company or the Beneficial Owners is bound.

Section 2.17. Regulatory and Legal Compliance. The Company is in compliance in all material respects with all foreign, federal, state and local statutes, laws, ordinances, judgments, decrees, orders or governmental and nongovernmental rules, regulations, policies and guidelines applicable to it. Since January 1, 2006, the Company has not received any notice from any governmental or regulatory authority or otherwise of any alleged violation or noncompliance which was not subsequently cured.

Section 2.18. Licenses and Permits. Schedule 2.18 sets forth all licenses, permits, authorizations and certifications of governmental and nongovernmental authorities held by the Company which are material to the operation of the Business. The Company is in compliance with all such licenses, permits and authorizations, all of which are in full force and effect. To the knowledge of the Company and the Beneficial Owners, there are no other such licenses, permits, authorizations or certifications which are material to the conduct of the Business as currently conducted which the Company has not obtained.

Section 2.19. Litigation. There is, and since January 1, 2005 there has been, no action, suit or proceeding before any court, arbitrator or governmental authority, pending or, to the knowledge of the Company and the Beneficial Owners, threatened against the Company, or, to the knowledge of the Company and the Beneficial Owners, against any officer, director or, to the extent relating to the affairs of the Company, any employee of the Company.

Section 2.20. Tax Matters.

(a) Definitions. For purposes of this Agreement, the following definitions shall apply:

(i) "Tax" or "Taxes" means all taxes, charges, fees, levies, penalties, additions or other assessments imposed by any federal, state, foreign or local taxing authority, including, but not limited to, income, excise, property, sales, use, transfer, franchise, payroll, withholding, value added, social security or other taxes, including any interest, penalties or additions attributable thereto.

(ii) "Tax Returns" means all reports, estimates, declaration of estimated tax, information statements and returns relating to, or required to be filed in connection with, any Taxes and any schedules attached to or amendments of (including refund claims with respect to) any of the foregoing.

(b) Except as set forth on Schedule 2.20(b), (i) all Tax Returns required to be filed by or on behalf of the Company have been duly filed on a timely basis; (ii) such Tax Returns are true, complete and correct; and (iii) all Taxes owed by the Company for or with respect to any taxable period or partial taxable period of the Company ending on or before the Closing Date have been paid when due.

(c) There are, and there will be, no liens on any of the Purchased Assets that arose in connection with any failure (or alleged failure) to pay any Tax.

Section 2.21. Workers and Compensation.

(a) Schedule 2.21 sets forth all employees and contractors of the Company, indicates date and location of employment, current title, base compensation, incentive compensation arrangements and other benefits accrued as of a recent date (each individually, a "Business Worker", and collectively, the "Business Workers").

(b) The Company is in compliance with all applicable foreign, federal, state and local laws and regulations respecting employment and employment practices. None of the Business Workers of the Company is represented by a union; and there is no labor strike, arbitration, slowdown, stoppage, organizational effort, dispute or proceeding by or with any Business Worker or former Business Worker of the Company or any labor union pending or, to the knowledge of the Company and the Beneficial Owners, threatened against the Company.

(c) There are no employment or consulting contracts or arrangements (other than those terminable at will) with any Business Workers or consultants of or associated with the Company other than as described on Schedule 2.5.

Section 2.22. CAN SPAM Act of 2003. In accordance with the CAN SPAM Act of 2003, the Company has removed from the lists of email addresses provided to the Purchaser hereunder any recipient of email or other electronic transmission by the Company who has asked not to receive emails promoting the Company's publications, products or services. Notwithstanding the foregoing, the Subscriber, consulting client, bulk customer lists provided to the Purchaser as set forth in Section 2.6 and 2.15 contain the names and email addresses of all recipients who have made such removal requests within the last two (2) years, and indicate as such.

Section 2.23. Insurance. Schedule 2.23 sets forth all insurance policies under which the Company is insured, all of which are valid and in full force. All premiums due to date under such policies have been paid, and no default exists thereunder.

Section 2.24. Environmental Matters. The Company has been and is in compliance in all material respects with all applicable foreign, federal, state and local laws, ordinances, and regulations, relating to pollution, environmental protection and hazardous substances. The Company has not received any written notices for claims under such environmental laws.

Section 2.25. Brokers. Except for W.H. Grimes & Company, no finder, broker, agent, financial advisor or other intermediary has acted on behalf of the Beneficial Owners or the Company in connection with the negotiation or consummation of this Agreement or the Transactions and no such Person is entitled to any fee, payment, commission or other consideration in connection therewith as a result of any arrangement made by any of them.

Section 2.26. Books and Records. Since January 1, 2005, all books, records, bills and accounting records were prepared in the ordinary course of business and consistent with the Company's normal practice and are fairly stated in all material respects.

Section 2.27. Contract Workers. The lists setting forth all consultants, independent contractors, leased employees and any other Persons used in the Company's operation of the Business (collectively, "Contract Workers") in the twelve months immediately prior to the Closing Date, together with a brief description of each such individual's role and/or assignments and all contractual terms in effect with respect to such individual, as previously provided by the Company to the Buyer are true and correct in all material respects. There are no claims outstanding against Company by any present or former Contract Worker, and to the best of Company's knowledge, no basis for any such claim to be asserted in the future.

Section 2.28. Conduct of Business. Since December 31, 2006, the Company has operated the Business in the ordinary course.

Section 2.29. Disclosure. The representations, warranties and other statements of the Company and the Beneficial Owners contained in this Agreement and the schedules attached hereto, taken as a whole, do not contain any untrue statement of a material fact necessary in order to make the statements contained herein and therein not misleading.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Company that each of the statements contained in this Article III is true and correct as of the date hereof:

Section 3.1. Legal Existence and Organization. The Purchaser is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware with all requisite power and authority to own its properties and to carry on its business as such business is now conducted and presently proposed to be conducted.

Section 3.2. Authority. The Purchaser has all requisite corporate power and authority to enter into and deliver this Agreement and the other agreements to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The Purchaser has obtained all requisite consents of its institutional lenders and any other applicable third parties to the Purchaser entering into and this Agreement and the other agreements to which it is a party, and to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Purchaser of this Agreement and the other agreements to which it is a party, the performance by each of its obligations hereunder and thereunder and the consummation of the Transactions have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser.

Section 3.3. Validity and Enforceability. This Agreement is, and each of the other agreements and instruments of the Purchaser contemplated hereby will be, the valid and binding obligations of the Purchaser, enforceable in accordance with their respective terms.

Section 3.4. Brokers. No finder, broker, agent, financial advisor or other intermediary has acted on behalf of the Purchaser in connection with the negotiation or consummation of this Agreement or any of the Transactions and no such Person is entitled to any fee, payment, commission or other consideration in connection therewith as a result of any arrangement made by the Purchaser.

Section 3.5. Certain Business Workers. The Purchaser has offered employment to certain Business Workers. Each such offer of employment is to be effective as of and conditional upon the Closing and the execution by each such Business Worker of the Purchaser's standard new employee documents. Schedule 3.5 lists those Business Workers that have accepted such offers of employment ("Transferring Workers"), those Business Workers that have declined such offers of employment (the "Terminating Workers"), and those Business Workers of the Company that will be retained by the Purchaser on a temporary basis to facilitate the transition of the Business to the Purchaser.

ARTICLE IV CONFIDENTIALITY, NONCOMPETE AND NONSOLICITATION

Section 4.1. Confidentiality. Following the Closing, neither the Company nor the Beneficial Owners shall, and each shall cause its respective Affiliates, officers, directors, agents and representatives not to, directly or indirectly, disclose, divulge or make use of any trade secrets or other information of a business, financial, marketing, technical or other nature included in the Purchased Assets, including information of others that the Company has agreed to keep confidential, except to the extent that such information shall have become public knowledge other than by breach of this Agreement by the Company; and except as necessary to file Tax Returns or other required reports with governmental agencies or as otherwise required by law. In addition, the Company and the Beneficial Owners covenant and agree to inform the Company's employees of the obligations set forth in this Section 4.1 and use commercially reasonable efforts to bind such employees to such obligations and in any case, if requested by the Purchaser, assign

to the Purchaser all rights to enforce such obligations and receive and retain all remedies therefor including injunctive relief.

Section 4.2. Company and Beneficial Owners Non-competition and Non-solicitation Covenant.

(a) For a period of time equal to the greater of (X) two (2) years after the termination of the Beneficial Owners' employment with the Purchaser or (Y) three (3) years after the Closing Date, (i) neither the Company nor the Beneficial Owners will, and each will cause its respective Affiliates, not to, directly or indirectly, or as stockholder, partner, employee, consultant or other owner or participant in any business entity, engage in or assist any other Person to engage in any business which competes with the business of the Purchaser, anywhere in the United States or anywhere else in the world where the Company or the Purchaser does business, and (ii) neither the Company nor the Beneficial Owners will, directly or indirectly, solicit or endeavor to entice away from the Purchaser or otherwise interfere with the business relationship of the Purchaser or any subsidiary or Affiliate of the Purchaser with, any Person who is, or was within the one-year period immediately prior to the date hereof, a Subscriber, customer or employee of, consultant or supplier to, or other Person having material business relations with the Company.

(b) The foregoing covenants shall apply to and be binding upon the successors and assigns (whether by asset or stock sale, merger, license or otherwise) of the Company and any of such successors' Affiliates.

Section 4.3. Injunctive Relief; Limitation on Scope. Each of the parties acknowledges that any breach or threatened breach of the provisions of Sections 4.1 and 4.2 of this Agreement will cause damages that will not be readily calculable and for which an adequate monetary remedy does not exist. Accordingly, in the event of any such breach or threatened breach, the aggrieved party shall be entitled, in addition to the exercise of other remedies, to seek and obtain injunctive relief, without necessity of posting a bond, restraining the offending party from committing such breach or threatened breach.

**ARTICLE V
COVENANTS OF THE COMPANY AND THE BENEFICIAL OWNER**

Section 5.1. Endorsement of Checks, Etc. The Company hereby authorizes the Purchaser following the Closing to endorse for deposit only its name on and collect for the Purchaser's account any checks received in payment of any accounts included in the Purchased Assets, and any refunds of deposits, prepaid expenses and similar amounts. In addition, the Company covenants and agrees to hold and keep in its operating account an amount of cash equal to the unpaid balance of the Company's checks which were outstanding as of the Closing until the last of such checks has cleared.

Section 5.2. Revenues and Business Correspondence. From and after the Closing Date, the Company shall and the Beneficial Owners shall cause the Company to, on a daily basis, forward to the Purchaser (i) all cash (including the transfer of any funds received by the Company into any lock box) and all checks received by the Company, properly endorsed over to

the Purchaser, and (ii) all business correspondence, faxes and similar material relating to the Business received by the Company, including requests for information about the Newsletters and Membership Programs, to the extent the foregoing are received by the Company. This material will be forwarded via First Class Mail addressed to: Lori Pollard, Circulation Department, c/o HCPro, P.O. Box 1168, Marblehead, MA 01945.

ARTICLE VI CLOSING DELIVERY REQUIREMENTS

Section 6.1. Closing Deliveries of Company and Beneficial Owners. At the Closing, the Company and the Beneficial Owners shall deliver, or cause to be delivered to the Purchaser, the following, duly executed by the Company or otherwise as applicable, in order to consummate the Transactions:

- (a) a balance sheet of the Company (the "Closing Balance Sheet") as of the close of business on the business day immediately prior to the Closing Date (the "Closing Balance Sheet Date");
- (b) a Bill of Sale, Assignment and Assumption Agreement;
- (c) an assignment of lease between the Purchaser and the Company in respect of the Company's leased office space at 12308 North Corporate Parkway, Suite 100, Mequon, Wisconsin 53092, in form and substance satisfactory to the parties (the "Assignment of Lease");
- (d) Employment Agreements between the Purchaser and the Beneficial Owners in form and substance satisfactory to the parties (the "Employment Agreements");
- (e) Reserved;
- (f) instruments of transfer and assignment for leases, Intellectual Property, domain names and other assets as necessary;
- (g) any instruments and other filings (if applicable) necessary to release the Purchased Assets from any liens or encumbrances;
- (h) copies of all consents, licenses, approvals and permits of other parties required or advisable to be obtained for the consummation of the Transactions;
- (i) Reserved;
- (k) a secretary's or assistant secretary's certificate, duly executed by the Company, together with the Organizational Documents attached as exhibits to such certificate;

Section 6.2. Closing Deliveries of the Purchaser. At the Closing, the Purchaser shall make the payment and deliver, or cause to be delivered, to the Company the following, duly executed by the Purchaser, as applicable, in order to consummate the Transactions:

(a) The cash portion of the Purchase Price by wire transfer of immediately available funds to the instructions and accounts designated in writing by the Company and attached hereto as **Exhibit C**;

(b) the Employment Agreements;

(c) the Assignment of Lease; and

(d) a Bill of Sale, Assignment and Assumption Agreement.

ARTICLE VII SURVIVAL; INDEMNIFICATION

Section 7.1. Survival. The representations, warranties and covenants contained herein shall survive the Closing and any investigation made by the Purchaser, the Beneficial Owners or the Company. No action for a breach of the representations and warranties contained herein shall be brought more than two years following the Closing Date, except for (a) claims arising out of the representations and warranties contained in Sections 2.6, 2.8, 2.11, 2.20, 2.22, 2.24, 2.25 and 2.26, which claims, if not made prior to the expiration of the applicable statute of limitations, shall survive until the expiration of the applicable statute of limitations, (b) claims of which the Company has been notified with reasonable specificity by the Purchaser within such two year period, and (c) claims for material breaches of representations and warranties of the Company which were known by the Company or the Beneficial Owners to be inaccurate at Closing and which were not then disclosed to the Purchaser.

Section 7.2. Indemnification by the Company and the Beneficial Owners. The Company and the Beneficial Owners hereby jointly and severally agree to indemnify, defend and hold the Purchaser harmless from and against all claims, liabilities, obligations, costs, damages, losses and expenses of any nature, and all costs and expenses (including reasonable attorneys' fees) incurred in connection therewith (each a "Loss", and collectively, "Losses") arising out of or relating to (a) any breach of the representations, warranties, covenants or agreements of the Company or the Beneficial Owners set forth herein, (b) all liabilities relating to the Purchased Assets attributable or otherwise relating to the period on or prior to the Closing Date other than the Assumed Liabilities (regardless of whether information with respect thereto is set forth on a schedule hereto), (c) failure of the Purchaser to acquire at Closing all of the Purchased Assets, free and clear of any liens, security interests, mortgages, encumbrances and restrictions, other than those arising as a result of actions of the Purchaser, (d) any litigation, arbitration or proceeding relating to the Purchased Assets attributable or otherwise relating to the period on or prior to the Closing Date, and (e) all out of pocket costs and expenses (including reasonable attorneys' fees) incurred in connection with the foregoing.

Notwithstanding the provisions of Section 2.7(c), the Company and the Beneficial Owners acknowledge and agree that insofar as determining whether there has occurred any breach of the representations and warranties contained herein pertaining to employee and employment matters, including, without limitation, compensation, employee benefits, Taxes, insurance, regulatory and legal compliance, litigation, Contract Workers and the like, and the amount of and responsibility for any Losses resulting therefrom for which the Purchaser is

seeking indemnification hereunder, Waterstone and the Company shall be regarded as a single entity in the person of the Company such that the Purchaser shall be entitled to indemnification from the Company and the Beneficial Owners for such Losses irrespective of whether such Losses occur as a result of the acts or omissions of the Company or Waterstone, in addition to any rights and remedies the Purchaser may have against Waterstone.

Section 7.3. Indemnification by the Purchaser: The Purchaser hereby agrees to indemnify, defend and hold the Company and the Beneficial Owners harmless from and against all Losses arising out of or relating to (a) any breach of the representations, warranties, covenants or agreements of the Purchaser set forth herein, (b) all liabilities relating to the Purchased Assets attributable or otherwise relating to the period after the Closing Date, (c) any litigation, arbitration or proceeding relating to the Purchased Assets or the Business attributable or otherwise relating to the period after the Closing Date, and (d) all out of pocket costs and expenses (including reasonable attorneys' fees) incurred in connection with the foregoing.

Section 7.4. Procedures for Indemnification of Third Party Claims.

(a) A party entitled to indemnification hereunder with respect to a third party claim (the "Indemnified Party") will give the party required to provide such indemnification (the "Indemnifier") prompt written notice of any legal proceeding, claim or demand instituted by any third party (in each case, a "Claim") in respect of which the Indemnified Party is entitled to indemnification hereunder.

(b) The Indemnifier shall have the right, by giving notice to the Indemnified Party within ten (10) days after receipt of notice from the Indemnified Party of a Claim stating that the Indemnifier is responsible (but without admitting liability) for such Claim, at its expense, to defend against, negotiate, settle or otherwise deal with any Claim with respect to which it is the Indemnifier and to have the Indemnified Party represented by counsel, reasonably satisfactory to the Indemnified Party, selected by the Indemnifier; provided, that the Indemnified Party may participate in any proceeding with counsel of its choice and at its expense; provided further, that the Purchaser, at any time when it believes in good faith that any Claim with respect to which the Company is defending, is having a material adverse effect on the Business, assets, affairs, condition (financial or otherwise) or prospects of the Purchaser or the Purchased Assets, or could adversely affect or detract from the value of the Purchased Assets or the Business, may assume the defense and settlement of such Claim in good faith, with counsel of its choice, which counsel is reasonably satisfactory to the Company, and be fully indemnified therefor; and provided further, that the Indemnifier may not enter into a settlement of any Claim without the consent of the Indemnified Party unless such settlement requires no more than a monetary payment for which the Indemnified Party is fully indemnified.

(c) The parties will cooperate fully with each other in connection with the defense, negotiation or settlement of any Claim.

(d) The Indemnified Party and the Indemnifier may agree in writing, at any time, as to the existence and amount of a Loss, and, upon the execution of such agreement, such Loss shall be deemed established.

(e) Payments of any Loss shall be paid to the party entitled thereto within twenty business days following the establishment of the Loss.

Section 7.5 Events of Disbursement of Escrow Amount. The parties shall not make any disbursements of the Escrow Amount from the Escrow Account except in accordance with the following terms:

(a) Upon mutual written agreement of the Purchaser and the Company, the Escrow Amount shall be disbursed in accordance with such agreement.

(b) Upon establishment of a Loss for which the Purchaser is entitled to indemnification and payment by the Company pursuant to this section, the parties shall disburse to the Purchaser that portion of the Escrow Amount equal to the amount of the established Loss.

(c) The entire remaining balance of the Escrow Amount and all interest earned thereon shall be disbursed to the Company within fifteen days of the first anniversary of the Closing Date, provided, however, that the parties shall retain in the Escrow Account the portion of the Escrow Amount equal to then pending Losses, if any, and thereafter, disbursements from the Escrow Account shall be made only in accordance with subsections (a) or (b) above or, if the arbitrator makes a determination in favor of the Company with respect to a Loss asserted by the Purchaser, then the entire remaining balance of the Escrow Amount and all interest earned thereon shall be disbursed to the Company within fifteen days of the parties' receipt of such determination.

(d) When disbursements are required to be made under this section, each party shall respond to a request of the other party for disbursement, and execute all necessary documents for such disbursement, no later than two business days after receipt of the request and all necessary documentation from the other party.

Section 7.6. Limitation on Recovery. Except for a breach of the representations in Sections 2.11, 2.12, 2.20 and 2.24 hereof, as to which the first sentence of this Section 7.6 shall not apply, absent fraud or willful misconduct, (i) no party shall be entitled to indemnification unless the aggregate and collective Losses for which it otherwise would be entitled to indemnification under this Agreement exceed \$25,000, in which event the Indemnified Party shall be entitled to indemnification to the extent of all such Losses in excess of \$25,000, and (ii) the aggregate liability of any party hereto under this Article VII or otherwise in respect of breaches of the representations and warranties contained herein shall not exceed fifty percent (50%) of the Purchase Price.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Notices. Any notices or other communications required or permitted to be given hereunder shall be sufficiently given if delivered in person or mailed by registered or certified mail, return receipt requested, or sent by nationally recognized overnight delivery service, addressed as follows:

To the Purchaser: HCPPro, Inc.
200 Hoods Lane
Marblehead, MA 01945
Attn: Bruce T. Guzowski, President & CEO
Fax: 781-631-8401

with a copy to: MacLean Holloway Doherty
Ardiff & Morse
8 Essex Center Drive
Peabody, MA 02160
Attn: Jeffrey C. Doherty, Esq.
Fax: 978-774-7164

To the Company
and the Beneficial
Owner: Beacon Resource Group, Inc.
c/o Mr. Richard Omdahl
11641 North Pinehurst Circle
Mequon, WI 53902-3380

with a copies to: Attorney William R. Soderstrom
Fox, O'Neill & Shannon, S.C.
622 North Water Street, Suite 500
Milwaukee, WI 53202
Fax: 414-273-3947

Section 8.2. Expenses. All legal and other costs and expenses incurred in connection with this agreement and the Transactions shall be paid by the party incurring such costs and expenses, except as otherwise provided herein.

Section 8.3. Certain Taxes. All transfer, documentary, sales, use, real property gains, stamp, registration, and other such Taxes and fees (including any penalties and interest) arising in connection with this Agreement shall be borne and paid by the party responsible for such taxes under applicable law.

Section 8.4. Publicity. The Company and the Purchaser shall cooperate in preparing and issuing a joint press release to announce the closing of the Transactions. Notwithstanding the foregoing, all public announcements, notices or other communications regarding such matters to third parties shall require the prior approval of the Purchaser. The Purchaser shall provide the Company a copy of any proposed press release and an opportunity to comment on it at least two business days before the disclosure. Afterwards, the Purchaser may issue the press release with such changes, if any, to which it has agreed.

Section 8.5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that neither this Agreement nor any right hereunder may be assigned by any party without the written consent of the Purchaser, the Company and the Beneficial Owners, except that the rights of the Purchaser may be transferred to an Affiliate of the Purchaser or to any Person acquiring all or

any material portion of the assets or securities of the Purchaser and the Purchaser may collaterally assign its rights hereunder to its lender or lenders, and except that rights of the Company may be assigned to the Beneficial Owners, including at liquidation of the Company.

Section 8.6. Amendments and Waivers. This Agreement may be modified or amended only by a writing signed by the Purchaser and the Company. No waiver of any term or provision hereof shall be effective unless in writing signed by the party waiving such term or provision.

Section 8.7. Counterparts. This Agreement may be executed in two or more counterparts, and with counterpart signature pages, including facsimile signature pages, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 8.8. Headings. The headings of Articles and Sections herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof.

Section 8.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to the choice of law provisions thereof.

Section 8.10. No Waiver. No failure to exercise and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights provided are cumulative and not exclusive of any rights provided by law.

Section 8.11. Integration. This writing, together with Exhibits and Schedules hereto, embodies the entire agreement and understanding between the parties with respect to this transaction and supersedes all prior discussions, understandings and agreements concerning the matters covered hereby.

Section 8.12. Limitation on Scope of Agreement. If any provision of this Agreement is unenforceable or illegal, such provisions shall be enforced to the fullest extent permitted by law and the remainder of the Agreement shall remain in full force and effect.

Section 8.13. Further Assurances. Following the Closing, the Company will execute and deliver to the Purchaser (and the Beneficial Owners will cause the Company to execute and deliver to the Purchaser) such documents and take such other actions as the Purchaser may reasonably request in order to consummate the Transactions.

Section 8.14. No Third Party Beneficiaries. Nothing in the Agreement shall be construed to confer any right, benefit or remedy upon any Person that is not a party hereto or a permitted assignee of a party hereto.

Section 8.15. Arbitration. Except with respect to any action for specific performance of this Agreement or any other action for injunctive or equitable relief, which actions may be commenced and resolved in a court of competent jurisdiction, and except as otherwise expressly provided herein, any controversy or claim arising out of or relating to this Agreement shall be

settled by referred to binding arbitration in New York City, New York by an arbitrator reasonably satisfactory to the Purchaser and the Company, in accordance with the rules of the American Arbitration Association for Commercial Arbitration, and judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction therefor. The Purchaser, on the one hand, and the Company and the Beneficial Owners, on the other, shall share equally the total expense of such arbitration; but each party shall bear its own legal, accounting and other similar fees and expenses. Such arbitration and determination shall be final and binding on the parties hereto, judgment may be entered upon such determination and award in any court having jurisdiction thereof, and the parties agree that no appeal may be taken therefrom.

Notice of a demand for arbitration of any dispute subject to arbitration by one party shall be filed in writing with the other parties, as provided herein, and with the American Arbitration Association. The parties agree that after any such notice has been filed, they shall, before the hearing thereon, make discovery and disclosure of all matters relevant to such dispute, to the extent and in the manner provided by the Federal Rules of Civil Procedure. The arbitrator's determination with respect to discovery shall be final and conclusive. Discovery and disclosure shall be completed no later than 90 days after filing of such notice of arbitration unless extended by the arbitrator upon a showing of good cause by either the Purchaser or the Company. The arbitrator may consider any material that is relevant to the subject matter of such dispute even if such material might also be relevant to issue or issues not subject to arbitration hereunder.

Section 8.16. Access to Records. The Purchaser shall provide the Company and the Beneficial Owners to, and the right to make copies of, the records specified in Section 1.1(xvi) for a period of six (6) years after the Closing, at reasonable times and after reasonable prior written notice to the Purchaser. In the event Purchaser desires to dispose of such records prior to the expiration of such six (6) year period, Purchaser shall provide the Company and the Beneficial Owners at least forty-five (45) days advance notice, and give the Company and the Beneficial Owners during such forty-five (45) day period the right (exercised by written notice to the Purchaser) to take possession or make copies of such records at the sole cost and expense of the Company and the Beneficial Owners; provided that in the event the Company and the Beneficial Owners fail to provide such notice to the Purchaser, the Purchaser shall be free to dispose of such records.

ARTICLE IX DEFINITIONS

The following terms, as used in this Agreement, have the meanings given to them in the section or place indicated:

<u>Term</u>	<u>Where Defined</u>
Accounts Receivable	Section 2.12
Additional Consideration	Section 1.4
Affiliate	Section 1.3
Agreement	Preamble
Assumed Contracts	Section 1.3
Assumed Liabilities	Section 1.3

Beneficial Owners	Preamble
Business	Introduction
Business Worker	Section 2.21
Business Intellectual Property	Section 2.11
Claim	Section 7.4
Closing	Section 1.6
Closing Date	Section 1.6
Closing Balance Sheet	Section 6.1
Closing Balance Sheet Date	Section 6.1
Closing Subscription Agreements	Section 1.4
Code	Section 2.7
Company	Preamble
Contingent Payment	Section 1.4
Contingent Payment Escrow	
Account	Section 1.5
Contract Worker	Section 2.27
Default	Section 2.5
Disability	Section 1.4
Employee Benefit Plans	Section 2.7
Employment Agreements	Section 6.1
Escrow Account	Section 1.4
Escrow Amount	Section 1.4
Excluded Assets	Section 1.2
Financial Statements	Section 2.4
GAAP	Section 1.4
Indemnified Party	Section 7.4
Indemnifier	Section 7.4
Intellectual Property	Section 2.11
Inventory	Section 2.13
Loss, Losses	Section 7.2
Material Contracts	Section 2.5
Membership Programs	Introduction
Monthly Payment	Section 1.5
Newsletters	Introduction
Net Cash Receipts	Section 1.4
Organizational Documents	Section 2.1
Person	Section 1.3
Purchased Assets	Section 1.1
Purchaser	Preamble
Securities Act	Section 1.3
Sublease	Section 6.1
Subscriber	Section 1.1
Tangible Purchased Assets	Section 2.10
Tax	Section 2.20
Tax Returns	Section 2.20
Terminating Worker	Section 3.5
Tradenames	Introduction
Transferring Worker	Section 3.5

Transactions
Waterstone

Introduction
Section 2.7

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as an instrument under seal of the date first above written.

BEACON RESOURCE GROUP, INC.

HCPRO, INC.

By: *Diane Omdahl*
Name: *Diane Omdahl*
Title: *President*

By: _____
Name:
Title:

Richard Omdahl
Richard Omdahl
Individually

Diane Omdahl
Diane Omdahl
Individually

IN WITNESS WHEREOF, the parties have executed this Agreement as an instrument under seal of the date first above written.

BEACON RESOURCE GROUP, INC.

HCPRO, INC.

By: _____
Name:
Title:

By: Kevin Collins
Name: KEVIN F. COLLINS
Title: CHIEF FINANCIAL OFFICER

Richard Omdahl
Individually

Diane Omdahl
Individually

EXHIBIT A LIST OF PRODUCTS

NEWSLETTERS

Annual Subscriptions

- 33-550-00 Homecare Direction – 8 page monthly
- 33-570-00- Homecare Administrator – 8 page monthly plus insert
- 33-580-00 Homecare Q&A – 4 page twice monthly
- 33-560-00 Homecare E-News – Weekly email for Beacon Institute members

VIDEO PRODUCTS

Clinical and General Training Video Modules

- 31-401-00 SURVEY STRATEGY
- 22-402-00 ETHICS VIDEO-DVD
- 31-402-00 ETHICS VIDEO
- 22-403-00 BLOOD BORNE PATH - ENGLISH-DVD
- 31-403-00 BLOOD BORNE PATH - ENGLISH
- 31-404-00 BLOOD BORNE PATH - SPANISH (obsolete 2/2008)
- 22-405-00 OASIS IN ACTION-DVD
- 31-405-00 OASIS IN ACTION

Regulatory issues for Homecare Professionals (nurses, therapists, etc.)

- 22-410-00 Homebound Status: Core Medicare Coverage-DVD
- 31-410-00 Homebound Status: Core Medicare Coverage
- 22-440-00 Skilled Nursing Service in Focus-DVD
- 31-440-00 Skilled Nursing Service in Focus
- 22-451-00 Diagnosis Coding in the Home Health PPS
- 31-451-00 Cracking the Diagnosis Code--obsolete 2/2008
- 22-480-00 PPS Documentation: Supporting Cast-DVD
- 31-480-00 PPS Documentation: Supporting Cast
- 22-560-00 HIPAA in HC: Protect Privacy-DVD
- 31-560-00 HIPAA in HC: Protect Privacy

Skilled Nursing Video Series Modules

- 22-200-27 DVD: Skilled Nursing Set (All 7 Modules)
- 22-201-00 DVD #1 CARE PLANNING PROCESS
- 22-202-00 DVD #2 CONDITIONS OF PARTICIPATION
- 22-203-00 DVD #3 MEDICARE SVCS, PART I
- 22-204-00 DVD #4 MEDICARE SVCS, PART II
- 22-205-00 DVD #5 MEDICARE SVCS, PART III
- 22-206-00 DVD #6 DOCUMENTATION
- 22-207-00 DVD #7 PUTTING IT ALL TOGETHER
- 31-200-27 VHS: Skilled Nursing Set (All 7 Modules)
- 31-201-00 VHS #1 CARE PLANNING PROCESS
- 31-202-00 VHS #2 CONDITIONS OF PARTICIPATION
- 31-203-00 VHS #3 MEDICARE SVCS, PART I
- 31-204-00 VHS #4 MEDICARE SVCS, PART II
- 31-205-00 VHS #5 MEDICARE SVCS, PART III
- 31-206-00 VHS #6 DOCUMENTATION
- 31-207-00 VHS #7 PUTTING IT ALL TOGETHER

Home Health Aide In-service training Videos Modules

- 22-300-33 ALL 22 HOME HEALTH AIDE DVD'S
- 22-301-01 DVD#1 NUTRITION, PLAN TO EAT HEALTHY
- 22-302-01 DVD#2 NUTRITION, MODIFIED DIETS
- 22-303-01 DVD#3 CARE OF THE DIABETIC PATIENT
- 22-304-01 DVD#4 INFECTION CONTROL
- 22-305-01 DVD#5 PATIENT WITH A PUMP
- 22-306-01 DVD#6 THERAPUTIC COMMUNICATIONS
- 22-307-01 DVD#7 DEMENTIA & APHASIA
- 22-308-01 DVD#8 ENHANCED OBSERVATION & DOCUM
- 22-309-01 DVD#9 CANCER AND THE CAREGIVER
- 22-310-01 DVD#10 IN CASE OF AN EMERGENCY
- 22-311-01 DVD#11 PT W/DECREASED MOBIL PART I
- 22-312-01 DVD#12 PT W/DECREASED MOBIL PART II
- 22-313-01 DVD#13 MOVING YOUR PT, BODY MECHANICS
- 22-314-01 DVD#14 MOVING YOUR PT, EQUIPMENT

22-315-01 DVD#15 PATIENT RIGHTS
22-316-01 DVD#16 HOME SAFETY
22-317-01 DVD#17 FOCUS ON INFECTION CONTROL
22-318-01 DVD#18 FOCUS ON THE DIABETIC PATIENT
22-319-01 DVD#19 HIP SURGERY: RECOVERING AT HOME
22-320-01 DVD#20 PERSONAL CARE: BATHING
22-321-01 DVD#21 PERSONAL CARE: HYGIENE & GROOM
22-322-01 DVD#22 CARING FOR THE CARDIAC PATIENT
31-300-33 ALL 22 HOME HEALTH AIDE VIDEOS
31-301-01 #1 NUTRITION, PLAN TO EAT HEALTHY
31-302-01 #2 NUTRITION, MODIFIED DIETS
31-303-01 #3 CARE OF THE DIABETIC PATIENT
31-304-01 #4 INFECTION CONTROL
31-305-01 #5 PATIENT WITH A PUMP
31-306-01 #6 THERAPUTIC COMMUNICATIONS
31-307-01 #7 DEMENTIA & APHASIA
31-308-01 #8 ENHANCED OBSERVATION & DOCUM
31-309-01 #9 CANCER AND THE CAREGIVER
31-310-01 #10 IN CASE OF AN EMERGENCY
31-311-01 #11 PT W/DECREASED MOBIL PART I
31-312-01 #12 PT W/DECREASED MOBIL PART II
31-313-01 #13 MOVING YOUR PT, BODY MECHANICS
31-314-01 #14 MOVING YOUR PT, EQUIPMENT
31-315-01 #15 PATIENT RIGHTS
31-316-01 #16 HOME SAFETY
31-317-01 #17 FOCUS ON INFECTION CONTROL
31-318-01 #18 FOCUS ON THE DIABETIC PATIENT
31-319-01 #19 HIP SURGERY: RECOVERING AT HOME
31-320-01 #20 PERSONAL CARE: BATHING
31-321-01 #21 PERSONAL CARE: HYGIENE & GROOM
31-322-01 #22 CARING FOR THE CARDIAC PATIENT

ONLINE PRODUCTS

E-Learning Courses

MM300	MM Med Covered Services Track
MM301	MM Qualifying Services
MM302	MM Framework for Covered Services
MM500	MM Skill Nursing Services Track
MM501	MM Skilled Procedures
MM502	MM Observation & Assessment
MM503	MM Teaching & Training Activities
MM504	MM Management & Evaluation
MM700	MM Plan of Care Track
MM701	MM Completing Plan of Care
MM702	MM Building a Powerful Plan of Care
MM999	Complete Mastering Medicare Series (10 courses)

On-line Knowledgebase Articles

32-000-00	Individual Articles
KNOW-01	Knowledgebase 1 month subscription
KNOW-03	Knowledgebase 3 months subscription
KNOW-12	Knowledgebase 1 year subscription

INTERACTIVE CDs

CD Learning Modules

65-008-43	Non-Routine Supplies
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AUDIO PRODUCTS

Audio Conference CDs

52-005-11	Resolve Coverage Conflicts
60-006-01	Managing the Transition to P4P
60-006-02	Enhance Your Processes for P4P
60-006-03	Strengthen Your Clinical Operations
60-006-04	Get a Grip on Outcomes
60-006-05	Recognize COP Hazards

- 60-006-08 Manage Admissions for Bottom Line
- 60-006-10 Managing Care Outside Patients Home
- 60-006-11 Working with Contracted Staff
- 60-006-12 Coordinating with Other In-Home Caregivers
- 60-007-02 Noncoverage Notification Made Clear
- 60-007-03 Uncovering Dependent Services Traps
- 60-007-04 Getting Smart About Visits
- 60-007-06 Medicare Appeals Process in HC
- 60-007-07 Working with Physicians in HC
- 60-007-09 Practical Use of Four Equation Model
- 60-007-10 Diagnosis Coding in PPS Part 1
- 60-007-11 Diagnosis Coding in PPS Part 2
- 60-007-12 Therapy, Supplies & Last Minute Issues
- 60-007-30 4 pack PPS Reform What you must do NOW
- 60-008-00 4 pack PPS
- 60-008-01 OASIS in the New PPS
- 60-008-02 Supply Management & Reporting
- 60-008-03 Diagnosis Coding Fact & Fiction
- 60-008-04 Therapy Services in the NEW PPS
- 60-008-05 Analysis of the Case-mix Structure: An Overview
- 60-008-06 Analysis of Updated Case-mix Components
- 60-008-07 Analysis of the New Case-mix Components
- 60-008-08 Analysis of Wound & Skin Diagnosis & Data Elements
- 62-006-41 Implementing the New HHABN
- 62-006-43 Nonroutine Supplies: What you Really Need to Know

Audio Learning Modules

- 60-005-01 ALM--HC ICU-OASIS & Comprehensive Assessment
- 60-005-04 ALM--HC ICU-OASIS & Outcomes
- 60-005-05 ALM--Understand Cert & Survey Fundamentals
- 60-005-06 ALM--POC, Organization, & Services
- 60-005-07 ALM--Patient Rights, Coordination & HH Aide
- 60-005-08 ALM--Clinical Records, OASIS & Comprehensive Assess
- 60-005-20 ALM 4pk--HC Compliance: Understand & Apply Medicare
- 60-005-96 ALM--Expedited Review Process

PUBLICATIONS**Home Health Publications**

33-510-25	AGENCY REFERENCE SET
33-515-01	BEACON GUIDE TO MC SERV
33-515-03	485 PRIMER & ELEMENTS
33-515-31	COND OF PARTICIPATION
33-515-04	100 COMMON MISTAKES ON HCFA485-obsolete 2/2008
33-510-28	HEADSTART TO QI MANUAL/FORMS
22-515-05	HEADSTART TO QI KIT w/DVD
33-515-05	HEADSTART TO QI KIT
33-515-21	QI VIDEO COMPONENT
33-515-22	HEADSTART TO QI MANUAL
33-510-31	COMPREHENSIVE AGENCY ETHICS KIT
33-515-25	ETHICS HANDBOOK/HH AGENCY
33-810-00.	ETHICS BUNDLE
33-515-12	Home Health Aide A-Z GUIDE
33-520-05	CMS Home Health Services Criteria (new 3/2008)
33-520-06	CMS Home Health Billing (new 5/2008)
33-520-07	OASIS Implementation Manual-Chapter 8 (new 5/2008)
33-520-60	QUICK GUIDE FOR V CODES (10 packs)
33-521-01	INFECTION CONTROL MANUAL
33-521-02	INFECTION CONTROL MANL/FORMS
33-521-55	Infection Control 'Form Sets Only
33-526-00	HIPAA Privacy Standards: Guide HC Admin
33-540-15	JCAHO POLICY MANUAL-MSW on CD
33-540-52	2006 HC Policy Manual Update-obsolete
33-520-63	HHABN Quick Reference (5 pack)
33-520-64	HHABN Quick Reference (5 pack)--SPANISH
33-525-00	HHABN & Exp Review

- 33-540-20 HHABN & Exp Review Policies & Procedures
- 33-595-00 HHABN Comprehensive Toolset
- 33-520-35 CMS Survey Instructions
- 33-590-00 Survey Survival Kit
- 33-525-30 Assisted Living Facilities for Homecare Providers

Homecare Practitioner's Reference Chapters

- 37-770-03 HC Practitioner's Vol 1 Issue 3-Sound SOC Process
- 37-770-04 HC Pract Vol 1 Issue 4-Assess Patients Who Transfer
- 37-770-06 HC Pract Vol 1 Issue 6-R&N Assessment & Teaching
- 37-770-07 HC Pract Vol 1 Issue 7-Reason & Necessary Procedures
- 37-770-09 HC Pract Vol 1 Issue 9-Therapy in the PPS
- 37-770-12 HC Pract Vol 1 Issue 12-The Physicians Role in HC
- 37-772-01 HC Pract Vol 2 Issue 1 -Survive a Survey Part 1
- 37-772-02 HC Pract Vol2-1 Issue 2-Survive a Survey Part 2
- 37-999-99 CE Grading Fee

Hospice Publications

- 39-510-25 Hospice Reference Set
- 39-515-01 Medicare Hospice Management
- 39-515-31 Hospice COP & Interpretive Guidelines

Home Health Aide On-the-Go In-service Lessons

- 37-300-01 OTG Volume 1 Issue 1 - MRSA
- 37-300-02 OTG Volume 1 Issue 2 - HIPAA
- 37-300-03 OTG Volume 1 Issue 3 - Aides & Surveys
- 37-300-04 OTG Volume 1 Issue 4 - Patients in Pain
- 37-300-05 OTG Volume 1 Issue 5 - Preventing Falls
- 37-300-06 OTG Volume 1 Issue 6 - Observing/Reporting
- 37-300-07 OTG Volume 1 Issue 7 - Colostomy/Ileostomy
- 37-300-08 OTG Volume 1 Issue 8 - Elder Abuse
- 37-300-09 OTG Volume 1 Issue 9 - Alzheimer's Disease
- 37-300-10 OTG Volume 1 Issue 10 - Diabetic Patients
- 37-300-11 OTG Volume 1 Issue 11 - Cultural Diversity
- 37-300-12 OTG Volume 1 Issue 12 - Skin Breakdown

37-300-50 HHA On-the-Go Volume 1-- all issues

37-300-98 HHA Participation Records--10 packs

37-302-01 OTG Volume 2 Issue 1 - Violence in the Workplace

37-302-02 OTG Volume 2 Issue 2 - Urinary Tract Infections

37-302-03 OTG Volume 2 Issue 3 - Bowel Continence

37-302-04 OTG Volume 2 Issue 4 - Dyspnea

37-302-05 OTG Volume 2 Issue 5 - Patients & ADL's

37-302-06 OTG Volume 2 Issue 6 - Bladder Continence

37-302-07 OTG Volume 2 Issue 7 - Aphasia

37-302-08 OTG Volume 2 Issue 8 - Behavior Problems

37-302-09 OTG Volume 2 Issue 9 - Hip Surgery

37-302-10 OTG Volume 2 Issue 10 - Depression

37-302-11 OTG Volume 2 Issue 11 - Workplace Injury

37-302-12 OTG Volume 2 Issue 12 - Patient Rights

37-302-50 HHA On-the-Go Volume 2-- all issues

37-303-01 OTG Volume 3 Issue 1 - Aide Assignment

37-303-02 OTG Volume 3 Issue 2 - Arthritis

37-303-03 OTG Volume 3 Issue 3 - Personal Protective Equipment

37-303-04 OTG Volume 3 Issue 4 - Wound Care

37-303-05 OTG Volume 3 Issue 5 - Patient Complaints

37-303-06 OTG Volume 3 Issue 6 - Parkinson's Disease

37-303-07 OTG Volume 3 Issue 7 - Multiple Sclerosis

37-303-08 OTG Volume 3 Issue 8 - Seizure Disorders

37-303-09 OTG Volume 3 Issue 9 - Terminal Illness

37-303-10 OTG Volume 3 Issue 10 - Fire Safety

37-303-11 OTG Volume 3 Issue 11 - Renal Disease

37-303-12 OTG Volume 3 Issue 12 - HIV Infection

37-303-50 HHA On-the-Go Volume 3-- all issues

37-304-01 OTG Vol 4- Issue 1 -Feeding Tubes

37-304-02 OTG Vol 4- Issue 2 - Compression Fractures

37-304-03 OTG Vol 4- Issue 3 - Hepatitis

37-304-04	OTG Vol 4- Issue 4 - Patients with Knee Surgery
37-304-05	OTG Vol 4- Issue 5 - Peritoneal Dialysis
37-304-06	OTG Vol 4 Issue 6-Sleep Apnea
37-304-07	OTG Vol 4 Issue 7-Infusion Therapy
37-304-08	OTG Vol 4 Issue 8-Spinal Surgery
37-304-09	OTG Vol 4 Issue 9- Hypertension
37-304-10	OTG Vol 4 Issue 10-Quadriplegic
37-304-11	OTG Vol 4 Issue 11- Patients with Casts
37-304-12	OTG Vol 4 Issue 12- Adult Asthma
37-304-50	HHA On-the-Go Volume 4-- all issues
37-305-01	OTG Vol 5- Issue 1 -Safe Driving
37-305-02	OTG Vol 5- Issue 2 - Dry Skin
37-305-03	OTG Vol 5- Issue 3 - Congestive Heart Failure
37-305-04	OTG Vol 5- Issue 4 - Vision Loss
37-305-05	OTG Vol 5- Issue 5 - Chronic Obstructive Pulmonary Disease
37-305-06	OTG Vol 5 Issue 6-Aide/Patient Conflicts
37-305-07	OTG Vol 5 Issue 7-Surgical Heart Patients
37-305-08	OTG Vol 5 Issue 8-Updated Nutrition Practices
37-305-09	OTG Vol 5 Issue 9- Safe Transfers
37-305-10	OTG Vol 5 Issue 10-Oral Hygiene
37-305-11	OTG Vol 5 Issue 11- Chemotherapy Treatment
37-305-12	OTG Vol 5 Issue 12- Hearing Loss
37-305-50	HHA On-the-Go Volume 5-- all issues
37-306-01	OTG Vol 6 Issue 1-HHA Professionalism
37-306-02	OTG Vol 6 Issue 2-HHA Vital Signs Basics & Update
37-306-03	OTG Vol 6 Issue 3-HH Social Workers
37-306-04	OTG Vol 6 Issue 4-Aide Role in Therapy Patients
37-306-05	OTG Vol 6 Issue 5-Mgmt of Home Environment
37-306-06	OTG Vol 6 Issue 6-Overview: Medicare & HH
37-306-07	OTG Vol 6 Issue 7-Patient with TB
37-306-08	OTG Vol 6 Issue 8-Flu Season
37-306-09	OTG Vol 6 Issue 9-Effective Documentation
37-306-10	OTG Vol 6 Issue 10-Pain Mgmt Update
37-306-11	OTG Vol 6 Issue 11-Caring for Terminally Ill

37-306-12	OTG Vol 6 Issue 12-Personal Wellness
37-306-50	HHA On-the-Go Volume 6-- all issues
37-307-01	OTG Vol 7 Issue 1-Foot Care
37-307-02	OTG Vol 7 Issue 2-Restless Legs Syndrome
37-307-03	OTG Vol 7 Issue 3-Hand Hygiene
37-307-04	OTG Vol 7 Issue 4-Summer Heat Injuries
37-307-05	OTG Vol 7 Issue 5-Ethical Issues
37-307-06	OTG Vol 7 Issue 6-Dementia
37-307-07	OTG Vol 7 Issue 7-Comfort Measures
37-307-08	OTG Vol 7 Issue 8-Patients Pets
37-307-09	OTG Vol 7 Issue 9-Urostomy
37-307-10	OTG Vol 7 Issue 10-Meal Planning
37-307-11	OTG Vol 7 Issue 11-Pressure Ulcers
37-307-12	OTG Vol 7 Issue 12-Light Housekeeping
37-307-51	OTG Vol 7 Partial Volume (Issues 1-6)
37-307-52	OTG Vol 7 Partial Volume (Issues 7-12)
37-307-50	HHA On-the-Go Volume 7-- all issues

MISCELLANEOUS PRODUCTS

33-520-25	Medicare Coverage Decision Tree (Desk Aid)
33-520-36	GDE PROF ADVISORY COMMITTEE
33-545-02	CERTIFICATION CALCULATORS
33-545-03	CERTIFICATION CALCULATORS (5 pack)

BEACON INSTITUTE MEMBERSHIPS

79-045-00	Corporate Membership
79-075-00	Corporate Membership-renewal
79-145-00	Premium Membership
79-175-00	Premium Membership-Renewal
79-245-00	Standard Membership
79-275-00	Standard Membership-Renewal
79-345-00	Basic Membership**
79-375-00	Basic Membership-Renew

SEMINARS

08SEM	Mastering Medicare in 2008 – presented in 5 locations
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EXHIBIT B
ASSUMED CONTRACTS

East Mequon, LLC, Office Lease
Gordon Fleisch, Copier/Fax Maintenance
NAHC Exhibit Booth
Alacare Home Health & Hospice
AT&T Long Distance
Honeywell Security
Hostaway- Web Hosting
Marriott Hotels- Orlando
Marriott Hotels- Chicago
Sheraton Hotels- Nashville
Flamingo Hotel- Las Vegas
Packerland Matts
Batzner Pest Management
Premium Waters, Water cooler
Love's Office Cleaning
Lu Post
Mary Lou Kopp
Susan Cadwallader

TRADEMARK

REEL: 003918 FRAME: 0764

EXHIBIT C
Wiring Instructions

US Bank
777 E. Wisconsin Avenue
Milwaukee, WI 53202
Routing #075-000-022
For Benefit of: Robert W. Baird & Co
a/c 111-510-716
For further credit to Beacon Resource Group
Client account #6256-8828