

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agility Healthcare Solutions, Inc.		12/23/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Company		
Street Address:	1 River Road		
City:	Schenectady		
State/Country:	NEW YORK		
Postal Code:	12345		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77497220	AGILETRAC	
Serial Number:	77497234	AGILITY HEALTHCARE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(203)373-3328		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-373-3328		
Email:	trademark@corporate.ge.com		
Correspondent Name:	Sean Merrill		
Address Line 1:	3135 Easton Turnpike		
Address Line 2:	General Electric Company - CTO		
Address Line 4:	Fairfield, CONNECTICUT 06828-0001		
ATTORNEY DOCKET NUMBER:	AGILITY ASSIGNMENT-DCH		
NAME OF SUBMITTER:	Diane C. Hughes		
Signature:	/Diane C. Hughes/		

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Date:

02/19/2009

Total Attachments: 3

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 23, 2008 (this "Agreement"), is entered into by and between AGILITY HEALTHCARE SOLUTIONS, INC., a Delaware corporation (the "Assignor"), and GENERAL ELECTRIC COMPANY, a New York corporation (the "Assignee").

WHEREAS, pursuant to a Stock Purchase Agreement, dated as of September 30, 2008, among the Assignor, the Assignee, the stockholders of the Assignor and the other parties signatory thereto (the "Stock Purchase Agreement"), the Assignee acquired all of the outstanding Common Stock and Preferred Stock of the Assignor, which thereby became a wholly-owned subsidiary of the Assignee;

WHEREAS, the sole Director of the Assignor has determined that it is in the best interests of the Assignor to make a liquidating distribution of all of its assets and liabilities to the Assignee, and the Assignee has agreed to accept such liquidating distribution; and

WHEREAS, to effect the liquidating distribution, the Assignor wishes to assign to the Assignee all of Assignor's right, title and interest in and to all of Assignor's assets and liabilities, and Assignee wishes to accept and assume the same, pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Assignment and Assumption. Effective as of the date of this Agreement, Assignor hereby assigns, transfers, conveys and delivers unto Assignee all of the business and operations of Assignor, including, without limitation, all of Assignor's right, title and interest in and to the assets and properties of Assignor of every kind and description, wherever located, real, personal or mixed, tangible or intangible, together with all liabilities and obligations of Assignor, as the same exist on the date hereof or which may arise hereafter, in a liquidating distribution pursuant to Section 332 of the United States Internal Revenue Code of 1986, as amended, and Assignee hereby accepts such assignment and agrees to assume, pay, perform and discharge from and after the date hereof, all of Assignor's liabilities and obligations.

2. Further Assurances. From time to time, each party and its successors and assigns, shall do, execute, acknowledge and deliver all such further acts, deeds, bills of sale, assignments or other instruments of conveyance and transfer, powers of attorney and assurances as the other party may reasonably request to more effectively transfer to and vest in Assignee all of Assignor's right, title and interest in and to the assets, properties, liabilities and obligations of Assignor.

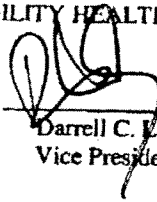
3. General. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its principles or rules of conflicts of laws), as to all matters, including matters of validity, construction, effect, performance and remedies. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[remainder of page intentionally left blank]

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

AGILITY HEALTHCARE SOLUTIONS, INC.

By:



Darrell C. Landry
Vice President and Secretary

GENERAL ELECTRIC COMPANY

By:



Kelly Kramer
Authorized Signatory