

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Order Granting Motion for Authority to Sell Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances (See Security Interests Recorded At Reel/Frame 2874/0414 and 2944/0417)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
US Oncology, Inc.		06/29/2004	CORPORATION: DELAWARE
CMSI Holdings Corp.		06/29/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Iknowmed, Inc.
<b>Street Address:</b>	1608 Fourth Street, Suite 320
<b>City:</b>	Berkeley
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94710
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	Iknowmed
<b>Street Address:</b>	1608 Fourth Street, Suite 320
<b>City:</b>	Berkeley
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94710
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2742528	IKNOWCHART

**CORRESPONDENCE DATA**

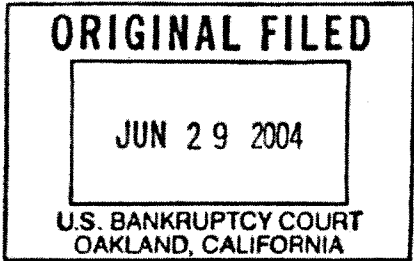
Fax Number: (646)728-2841  
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CH \$40.00 2742528

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ATTORNEY DOCKET NUMBER:	8286-613-005
NAME OF SUBMITTER:	Shreevani R. Suvarna
Signature:	/Shreevani R. Suvarna/
Date:	07/22/2009

Total Attachments: 11  
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Proposed Attorneys for Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

<p>In re  Iknowmed, a California corporation,  Debtor.</p>	<p>No. 04-43279 T  No. 04-43281 T  Chapter 11  Jointly Administered</p>
<p>In re  Iknowmed, Inc., a Delaware corporation,  Debtor.</p>	<p>Date: June 29, 2004  Time: 9:00 a.m.  Courtroom: 201</p>

~~PROPOSED~~ ORDER (A) GRANTING MOTION FOR AUTHORITY TO SELL SUBSTANTIALLY ALL OF DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; AND FOR APPROVAL OF THE ASSUMPTION AND ASSIGNMENT OF CERTAIN LEASES AND EXECUTORY CONTRACTS; AND (B) ESTABLISHING CURE AMOUNTS RELATED TO ASSUMED AND ASSIGNED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

1 This day there came on for consideration Debtors' *Motion For Authority to Sell*  
2 *Substantially all of Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances*  
3 *and for Approval of the Assumption and Assignment of Certain Executory Contracts and*  
4 *Unexpired Leases* ("Sale Motion") filed by Iknowmed, a California corporation and Iknowmed,  
5 Inc., a Delaware corporation, debtors and debtors-in-possession (collectively, the "Debtors")  
6 pursuant to 11 U.S.C. Sections 105, 363, 365, 1107, 1108, and 1146 in the above, jointly  
7 administered Chapter 11 cases. The Court, being fully advised in the premises and having  
8 considered the Motion, the notice thereof, and the agreements reached among the parties, and all  
9 the objections thereto having been withdrawn or overruled, does hereby find as follows:

10 1. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C.  
11 §§ 157 and 1334, and 11 U.S.C. §§ 105, 363, 365, 1107, 1108, and 1146, and the Standing Order  
12 of Reference in this District; this matter is a core proceeding pursuant to 28 U.S.C.

13 §§ 157(b)(2)(B) and (M); proper, timely, adequate, and sufficient notice of the Motion (and the  
14 sale of substantially all of the assets of the Debtors anticipated therein), has been provided in  
15 accordance with the United States Bankruptcy Code (11 U.S.C. 28 U.S.C. § 101 *et seq.*) (the  
16 "Bankruptcy Code") and the Federal Rules of Bankruptcy Procedure, including Rules 2002, 6004,  
17 6006 and 9014 and Orders of this Court including the Order Approving Bidding Cure Claim  
18 Procedures entered on June 17, 2004.

19 *Based on the evidence presented, it appears that (applies to para 2-14)*

20 2. No other or further notice of the Sale Motion or the entry of this Order is  
21 necessary.

22 3. A reasonable opportunity to object or to be heard regarding the requested relief, or  
23 to make a higher and better offer to acquire the Subject Assets<sup>1</sup> of the Debtors, as such Assets are  
24 described in the Sale Motion and the Asset Purchase Agreement ("APA" or "Purchase  
25 Agreement"), has been afforded to all interested persons and entities.<sup>2</sup>

26 <sup>1</sup> Capitalized terms not otherwise defined herein have the meaning ascribed thereto in the Sale Motion.

27 <sup>2</sup> To the extent of any inconsistency between the Motion and the APA, the APA as approved by this Order will  
28 control as to the Assets to be sold and the executory contracts and unexpired leases to be assumed and assigned.

1           4.       The Sale Motion was duly and properly served on all required persons and entities,  
2 including all known parties claiming any interest in the Subject Assets (or any portion thereof)  
3 and parties to executory contracts and unexpired leases to be assumed and assigned, and any and  
4 all such parties in interest have received proper, timely, adequate, and sufficient notice of same  
5 under the circumstances or otherwise had actual notice of these proceedings. The Sale Motion  
6 and notice thereof provided adequate information in sufficient detail to allow creditors and  
7 parties-in-interest to make an informed decision regarding the merits of the sale and the  
8 assumptions and assignments proposed therein.

9           5.       The offer of U.S. Oncology, Inc. or its nominee ("Buyer") to purchase the Subject  
10 Assets pursuant to the APA is the highest and best offer received by the Selling for the Subject  
11 Assets after a period of active solicitation and negotiation by the Debtors to sell the Subject  
12 Assets.

13           6.       The Debtors have full corporate power and authority to consummate the  
14 transactions contemplated by the APA. No consents or approval other than those expressly  
15 provided for in the APA are required for the Debtors to consummate the contemplated  
16 transactions.

17           7.       The APA is the result of arm's-length, good-faith negotiations between the  
18 Debtors and Buyer. Buyer is a purchaser acting in good faith, as that term is utilized in  
19 Section 363(m) of the Bankruptcy Code, and is not an insider, as that term is defined in  
20 Section 101(30) of the Bankruptcy Code. Buyer has no common shareholders with the Debtors.  
21 A sale to USON will not be a merger or continuation of the Debtors' businesses.

22           8.       Buyer is a ready, willing and financially capable buyer for the Subject Assets and  
23 is able to consummate the purchase of the Subject Assets. The transaction is for cash, with no  
24 financing contingencies. Buyer is financially capable of consummating the APA and satisfying  
25 all future obligations under the executory contracts and unexpired leases to be assumed and  
26 assigned. Buyer has provided adequate assurance of future performance, and the executory  
27 contracts and unexpired leases may be assumed and assigned.

28

1           9.       The provisions of the Bankruptcy Code, including, without limitation, the  
2 provisions of sections 363(b), 363(f) and 365 of the Bankruptcy Code, have been complied with  
3 as to the proposed sale and the Subject Assets and the assumption and assignment of the  
4 executory contracts and unexpired leases proposed in the Sale Motion.

5           10.       The Debtors have advanced sound business reasons for seeking to sell the Subject  
6 Assets outside of the ordinary course of business, including reasons for the sale of the Subject  
7 Assets as a whole, rather than sale of portions thereof to different persons, and it is a reasonable  
8 exercise of the Debtors' business judgment to enter into the sale of the Subject Assets as defined  
9 in the APA and to take all additional actions necessary or required to execute, deliver and perform  
10 their obligations under the APA and the terms, conditions and provisions of this Order.  
11 Moreover, good cause exists for selling the Subject Assets by way of motion rather than through a  
12 plan of reorganization or liquidation since, among other reasons, the delays associated with a  
13 disclosure statement and plan may jeopardize the proposed sale to Buyer. The proposed sale  
14 outside of a plan context is warranted in this case in that the proposed sale does not restrict any  
15 creditors' rights to vote on a plan, does not dictate any terms of any future plan, does not provide  
16 for the release of claims by any party, and does not restrict any other party from pursuing any  
17 causes of action it may have against the Debtors. Under the proposed sale, the Debtors have no  
18 obligations to prepare a plan meeting certain terms and conditions. Moreover, any creditor or  
19 party-in-interest may still have an opportunity to object to any plan.

20           11.       The total consideration to be realized by the Debtors pursuant to the Sale Motion  
21 and APA is fair and reasonable, and the transactions contemplated by the Sale Motion and the  
22 APA are in the best interest of the Debtors' estates.

23           12.       A valid business purpose therefore exists for the approval of the transactions  
24 proposed in the Motion and contemplated by the APA pursuant to section 363(b), 363(f) and 365  
25 of the Bankruptcy Code.

26           13.       In the absence of a stay pending appeal, the Debtors and Buyer will be acting in  
27 good faith pursuant to section 363(m) of the Bankruptcy Code in closing the transactions  
28 contemplated by the APA immediately upon entry of this Order, and in all events, no later than

1 to the extent the holders have received notice of this motion  
2 the Closing Date set forth in the APA, or at such other time as the Debtors and Buyer may  
3 mutually agree in accordance with the APA (the "Closing").

4 14. The proposed sale to Buyer at Closing will be a legal, valid and effective transfer  
5 of the Subject Assets for reasonably equivalent value and fair consideration. Upon Closing,  
6 Buyer will acquire all of the Assets free and clear of all mortgages, liens, assessments, claims,  
7 encumbrances, obligations, liabilities, contractual commitments, taxes, charges, claims (including  
8 tort and product liability claims), warranty claims, interest, damages, and other interests or matter  
9 of any kind or nature that could be asserted against a purchaser of assets or assets, except as  
10 otherwise stated in the APA (collectively, "Interests"). ~~Buyer shall not be subject to any liability~~  
11 ~~by reason of the purchase under any state, territorial or federal law, including liability for any~~  
12 ~~matter relating to the Subject Assets as a successor transferee.~~

13 IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

14 A. The Sale Motion should be, and hereby is, granted and approved in all respects  
15 subject to the terms, conditions and provisions of this Order. The APA (including all of the  
16 related documents, exhibits and schedules) are hereby approved in all respects.

17 B. ~~Pursuant to sections 363(b), 363(f) and 365 of the Bankruptcy Code, the APA and~~  
18 ~~the transactions contemplated therein be, and hereby are, approved in all respects, and the Debtors~~  
19 be, and hereby are, authorized, empowered and directed to execute and deliver all documents  
20 necessary to perform their obligations under the APA and this Order, and to take such actions as  
21 are reasonably necessary to effectuate the Closing thereunder.

22 C. The Debtors shall be, and hereby are, authorized, empowered and directed  
23 pursuant to section 363(b), 363(f) and 365 of the Bankruptcy Code to sell the Assets to Buyer free  
24 and clear of all Interests of the persons and entities receiving notice of the Sale Motion and to  
25 assume and assign to Buyer, if requested by Buyer, the executory contracts and unexpired leases  
26 described in the APA and set forth on Exhibit "A" hereto.

27 D. ~~Each and every federal, state and local governmental agency or department be, and~~  
28 hereby is, directed to accept any and all documents and instruments necessary and appropriate to

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1 consummate the transactions contemplated by the APA, including, without limitation, documents  
2 and instruments to be filed or recorded in or with (a) any governmental agency or department  
3 required to transfer to USON the licenses or permits under the Debtors' ownership currently used  
4 in the operation of the assets or necessary for the operations that are associated with the Subject  
5 Assets, and (b) county and state offices wherein termination statements under the Uniform  
6 Commercial Code are authorized to be filed. Any clerk in any location where the Subject Assets  
7 are located shall cancel and remove from the public record any lien, claim, interest, encumbrance,  
8 demand, suit, action and any other judicial or administrative proceeding or investigation.

9 E. Upon Closing, and except as authorized by the APA, Buyer shall be, and hereby is,  
10 granted exclusive control and authority, to the exclusion of the Debtors, their officers, directors,  
11 members, managers, employees, and agents, and any other party, over all egress, ingress, and  
12 access to all of the Debtors' premises, and the security systems and personnel maintained on  
13 those properties and premises, for the purpose of monitoring, protecting and securing the Subject  
14 Assets.

15 F. At Closing, Buyer shall be, and hereby is, authorized to acquire all of the Subject  
16 Assets in accordance with the terms and conditions of the APA free and clear of all Interests of  
17 the persons and entities receiving notice of the Sale Motion, and any and all valid Interests that  
18 may be asserted by any secured lender, or any other parties, in the Subject Assets shall thereupon  
19 be terminated as to the Subject Assets and shall attach to the net sale proceeds described  
20 hereinabove with the same validity, force and extent, and in the same priority, as they held prior  
21 to the sale, without the necessity of any act or filing.

22 G. This Order shall be binding upon, and shall inure to the benefit of, the Debtors, the  
23 creditors' committee, if any, the Debtors' estates, the Debtors' secured and unsecured creditors,  
24 and Buyer, as well as their respective successors and assigns, including, without limitation, any  
25 trustee or examiner hereinafter appointed for the Debtors' estates.

26 H. This Court shall retain jurisdiction over the parties to the APA and this Order, and  
27 any of their successors or assigns, for the purpose of enforcing the provisions of this Order or the  
28 APA, or any agreements superseding, replacing or relating thereto, and for the purpose of



1 resolving any disputes arising therefrom or in relation thereto. The Court further retains  
2 jurisdiction over any attempts by creditors or parties-in-interest of the Debtors to assert claims  
3 against Buyer or the Subject Assets.

4 I. In the absence of a stay pending appeal, and upon the Closing, then, with respect  
5 to the transactions contemplated in the APA and this Order and consummated in accordance  
6 therewith, <sup>It appears that the</sup> Buyer shall be entitled to and receive the protection of section 363(m) of the  
7 Bankruptcy Code with respect to the sale of the Subject Assets approved and authorized herein, in  
8 the event that this Order or any authorization contained herein is reversed or modified on appeal.

9 J. The officers and authorized employees of the Debtors shall be, and they hereby  
10 are, authorized, empowered and directed to execute and deliver any and all documents as may be  
11 reasonably necessary to effectuate the Closing and implement the terms of the APA and this  
12 Order.

13 K. Each and every holder of any Interests shall, at Closing or promptly thereafter,  
14 execute and deliver, and take any action reasonably required to permit the filing and recording of,  
15 any documents that may be necessary to terminate or release the Interests insofar as they attach to  
16 the Subject Assets (but not as to the sale proceeds).

17 L. Upon Closing, the valid Interests of any party that asserts Interests in and to the  
18 Subject Assets will be transferred to the net sale proceeds without the necessity of any act or  
19 filing. Nothing contained in this order shall determine the extent, validity, enforceability or  
20 priority of any such Interests and all parties reserve their rights with respect thereto.

21 M. This is a final order and is enforceable upon entry and to the extent necessary  
22 under Bankruptcy Rules 5003, 9014, 9021 and 9022, and due to the high likelihood of a rapid  
23 decline in the value of the Subject Assets, the Court expressly finds that there is no just reason for  
24 delay in the implementation of this Order and expressly directs entry of judgment as set forth  
25 herein and the stay imposed by Bankruptcy Rules 6004(g), 6006 and/or 7062 is hereby modified  
26 and shall not apply to the proposed sale and the Debtors are hereby authorized and directed to  
27  
28

1 immediately consummate the proposed sale to U.S. Oncology, Inc. without delay in accordance  
2 with this Order and the APA.

3 SO ORDERED AND ADJUDGED this the 29<sup>th</sup> day of June, 2004.

4   
5 UNITED STATES BANKRUPTCY JUDGE

REED SMITH LLP  
A limited liability partnership, formed in the State of Delaware

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# Schedule of Proposed Cure Amounts

1.1(g) Assumed Contracts Detail

Title	Contract Number	Cure Amount	Contract Date	Term Date
First Data Bank Standard License Agreement	Account # 257775	\$ 22,551.00	05/01/2000	05/01/2006
License agreement amendment 6/26/2003				
Software License Agreement	License # 9606191	\$ 6,878.55	1996	perpetual
Software Maintenance Agreement	License # 9606191	\$ 9,360.00	1996	perpetual
Oracle Database Standard Edition	None	\$ 2,000.00	lapsed 6/01/2004	?
Oracle Database Standard Edition	None	\$ 18,470.00	October-03	perpetual
Perforce Software maintenance and Support	Ipaddress 10.7.205.84	\$ 4,500.00		
Citrix - User license		\$ 0		
Citrix - Strong encryption licenses		\$ 0		
J Boss - V4 Only		\$ 0		
Red Hat Linux - V4 Only		\$ 0		
Microsoft Windows Server License for V3 Only		\$ 0		
Merant - Tracker		\$ 0		
Visual Small Talk Enterprise		\$ 0		
java dev environment (Eclipse)		\$ 0		

## SCHEDULE OF PROPOSED CURE AMOUNTS

Contracting Party	Title	Contract Number	Cure Amount	Contract Date	Term Date
First Data Bank	First Data Bank Standard License Agreement	Account # 257775	\$ 22,551.00	05/01/2000	05/01/2006
	License agreement amendment 6/26/2003				
	per physician fee 1.01 - 3/31/2004		\$ 2,178.00	03/01/04	
	per physician fee 4.01 - 6/30/2004		\$ 2,178.00	03/01/04	
	Annual Base fee		\$ 18,195.00	05/01/2000	04/30/2005
Gemstone Dev tools	Software License Agreement	License # 9606191	\$ 6,878.55	1996	perpetual
Gemstone Var Agreement	Software Maintenance Agreement	License # 9606191	\$ 9,360.00	1996	perpetual
	maintenance on var agreement 02 fee		\$ 4,050.00	01/01/2004	04/30/2004
	maintenance on var agreement 02 fee		\$ 1,500.00	01/01/2004	04/30/2004
	maintenance on var agreement 02 fee		\$ 2,778.55	10/01/2004	10/01/2004
	payment on balance 9/26/04		\$ 11,500.00		
Oracle dev	Oracle Database Standard Edition	None	\$ 2,000.00	lapsed 6/01/2004	?
Oracle production	Oracle Database Standard Edition	None	\$ 18,470.00	October-03	perpetual
	on base original license 04/2004		\$ 6,270.00	06/01/2003	06/01/2005
	license renewal for 1-yr production server		\$ 12,200.00	01/01/2004	01/01/2005
Perforce	Perforce Software maintenance and Support	Ipaddress 10.7.205.84	\$ 4,500.00		
	10 users support		\$ 4,500.00	02/01/2004	02/01/2005
	payment on balance 7/26/2004		\$ 1,400.00		
	MF subscription version 1.8		\$ 0		
Citrix - User license			\$ 0		
Citrix - Strong encryption licenses			\$ 0		
J Boss - V4 Only			\$ 0		
Red Hat Linux - V4 Only			\$ 0		
Microsoft Windows Server License for V1 Only			\$ 0		
Merant - Tracker			\$ 0		
Visual Small Talk Enterprise			\$ 0		
Java dev environment (Eclipse)			\$ 0		

## PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, Two Embarcadero Center, Suite 2000, San Francisco, CA 94111. On June 28, 2004, I served the following document(s) by the method indicated below:

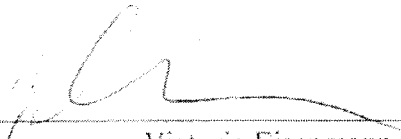
**[PROPOSED] ORDER (A) GRANTING MOTION FOR AUTHORITY TO SELL SUBSTANTIALLY ALL OF DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; AND FOR APPROVAL OF THE ASSUMPTION AND ASSIGNMENT OF CERTAIN LEASES AND EXECUTORY CONTRACTS; AND (B) ESTABLISHING CURE AMOUNTS RELATED TO ASSUMED AND ASSIGNED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

- by transmitting via facsimile on this date from fax number 415.391.8269 the document(s) listed above to the fax number(s) set forth below. The transmission was completed before 5:00 p.m. and was reported complete and without error. The transmission report, which is attached to this proof of service, was properly issued by the transmitting fax machine. Service by fax was made by agreement of the parties, confirmed in writing.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration.
- by placing the document(s) listed above in a sealed envelope(s) and consigning it to an express mail service for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below. A copy of the consignment slip is attached to this proof of service.

**US Trustee**

Office of the United States Trustee  
Attn: Andrew D. Velez-Rivera  
1301 Clay Street, Suite 690N  
Oakland, CA 94612-5202  
Tel: 510/637-3200  
Fax: 510/637-3220

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on June 28, 2004, at San Francisco, California.

  
Victoria Eisenmann