

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hammer Technologies, Inc.		12/30/2009	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Managed Health Care Associates, Inc.		
Street Address:	25-B Vreeland Road, Suite 300		
Internal Address:	P.O. Box 789		
City:	Florham Park		
State/Country:	NEW JERSEY		
Postal Code:	07932		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3028174	NET-RX	
CORRESPONDENCE DATA			
Fax Number:	(412)281-0717		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-454-5000		
Email:	docketingpgh@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	BNY Mellon Center, 50th Floor		
Address Line 2:	500 Grant Street		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	129401.00053		
NAME OF SUBMITTER:	James M. Singer, Reg. No. 45,111		
Signature:	/James M. Singer/		

OP \$40.00 3028174

Date:

01/05/2010

Total Attachments: 11

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Assignment#page5.tif

source=Assignment#page6.tif

source=Assignment#page7.tif

source=Assignment#page8.tif

source=Assignment#page9.tif

source=Assignment#page10.tif

source=Assignment#page11.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and entered into December 30, 2009 by Hammer Technologies, Inc., a Washington corporation doing business as Net-Rx ("Assignor"), in favor of Managed Health Care Associates, Inc., a New Jersey corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated December 22, 2009 (the "Asset Purchase Agreement"), providing for the sale by Assignor to Assignee of certain assets relating to Assignor's reconciliation services business and pricing services business ("Assignor's Business"); and

WHEREAS, Assignor agreed to grant certain rights in intangible assets, including all intellectual property rights owned by Assignor, to Assignee in Section 1.1 of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

COPYRIGHTS

1. Assignor hereby irrevocably conveys, assigns and transfers to Assignee all of Assignor's right, title and interest (including copyrights, goodwill and other intellectual property rights and including any continuation, extension or renewal rights) in and to all copyrights owned by Assignor related to Assignor's Business, whether statutory or common law, registered or unregistered, and registrations for and pending applications to register the same including all reissues, extensions and renewals thereto, and all moral rights thereto under the laws of any jurisdiction, and all copyrighted or copyrightable works, including, without limitation, any software, mask works, databases, data, documentation, including copies and tangible embodiments (in whatever form or medium), Internet websites and the content thereof, and any other works of authorship, together with all moral and economic rights of authors and all other rights associated with any of the foregoing, including without limitation, the registrations, applications and unregistered copyrights shown in Schedule A (the "Scheduled Copyrights") and desires to transfer the Scheduled Copyrights and all other copyrightable material used in Assignor's Business (collectively, the "Works"), including the right to sue for past, present or future infringement or violation thereof.

2. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining copyright protection upon, and confirming Assignee's title to, the Works.

3. Assignor hereby authorizes and requests the United States Register of Copyrights and, as applicable, the corresponding officials of all foreign countries, to record Assignee as the owner of the copyrights in and to the Works and/or to issue in the name of Assignee all registrations of copyrights in and to the Works, in accordance with this Assignment.

TRADEMARKS

4. Assignor hereby irrevocably conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in and to all trademarks, service marks, trade names, logos, corporate names, company names, business names, fictitious business names, trade styles, uniform resource locators (URLs), internet domain names, trade dress, any other names and locators associated with the Internet, other source of business identifiers, whether registered or unregistered and whether or not currently in use, and registrations and applications to register in any applicable jurisdiction, together with all rights associated with any of the foregoing, including, without limitation, the trademarks, service marks, trade names and domain names shown in Schedule B (the "Scheduled Trademarks") and desires to transfer the Scheduled Trademarks and any other trademarks, service marks, trade dress and trade names used in Assignor's Business (collectively, the "Trademarks"), together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past, present, and future infringements thereof.

5. The parties hereto shall reasonably cooperate with each other in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks.

PATENTS

6. Assignor hereby irrevocably conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in and to all patents and patent applications (including, without limitation, provisional applications, utility applications and design applications) and patentable inventions owned by Assignor related to Assignor's Business, including, without limitation, reissues, patents of addition, continuations, continuations-in-part, substitutions, additions, divisionals, renewals, registrations, confirmations, re-examinations, certificates of inventorship, industrial designs, extensions, patent disclosures, draft patent applications and the like, any foreign or international equivalent of any of the foregoing, and any domestic or foreign patents or patent applications claiming priority to any of the above, together with all rights associated with any of the foregoing, including, without limitation, the patents and patent applications, proprietary information, know-how, trade secrets, business methods, technical data, customer lists, inventions (whether or not patentable), invention disclosures, improvements, and processes used in Assignor's Business, and all moral and economic rights of inventors (collectively the "Patents"), including but not limited to those listed in Schedule C, with all said rights to be held and enjoyed by the Assignee for its own use and for the use of its successors, assigns, or other legal representatives, to the full end of the term for which the Patents have been or will be granted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, and Assignor hereby assigns any and all claims and causes for action for infringement of such Patents which have accrued up to and including the date of this Assignment, including all rights to recover damages and injunctive relief in respect to such infringement.

7. Assignor authorizes and empowers Assignee, its successors, assigns, or nominees, to make application for patent or other form of protection for the Patents in Assignee's own name, in any and all countries and to invoke and claim for any application for patent or other form of protection for the Patents filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

8. Assignor agrees that Assignor will, without demanding any further consideration therefore, at the request of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become reasonably necessary for obtaining, sustaining, reexamining or reissuing the Patents, and for maintaining and perfecting Assignee's rights to the Patents.

9. Assignor agrees that Assignor will communicate to Assignee or its representatives any facts known to Assignor respecting the Patents and, when requested by Assignee, will reasonably aid Assignee, its successors, assigns, and legal representatives or nominees, to obtain or enforce proper protection for the Patents in any and all countries.

10. Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and, more particularly, in proof of the right of said corporation or its successors, assigns, or nominees to apply for patent or other proper protection for the Patents, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

TRADE SECRETS

11. Assignor hereby irrevocably assigns and transfers to Assignee all of Assignor's right, title and interest in and to all trade secrets and confidential business information (including, without limitation, ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, proprietary rights, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) owned or licensed by Assignor and related to Assignor's Business (collectively, the "Trade Secrets"), including but not limited to the right to sue and recover any damages and profits, and all other remedies for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

12. Assignor agrees that it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, including, without limitation, the execution and delivery of any and all other instruments and papers that Assignee reasonably requests to consolidate, vest and record in Assignee, full and complete ownership of the Trade Secrets.

GENERAL

13. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

14. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws provisions thereof or any other jurisdiction.

15. This Assignment and the Asset Purchase Agreement contain the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

16. This Assignment may be executed in counterparts or by facsimile, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Assignment shall become effective when each party signatory hereto shall have received counterparts thereof signed and delivered (by facsimile or other electronic means) by the other party hereto.

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

ASSIGNOR

HAMMER TECHNOLOGIES, INC.

By: 

Name: Chad Hammerstrom

Title: President and Chief Executive Officer

ASSIGNEE

**MANAGED HEALTH CARE ASSOCIATES,
INC.**

By: _____

Name: Stephen J. Andrew

Title: Chief Operating Officer and Chief
Financial Officer

Signature Page to Intellectual Property Assignment

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

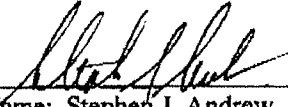
ASSIGNOR

HAMMER TECHNOLOGIES, INC.

By: _____
Name: Chad Hammerstrom
Title: President and Chief Executive Officer

ASSIGNEE

**MANAGED HEALTH CARE ASSOCIATES,
INC.**

By:  _____
Name: Stephen J. Andrew
Title: Chief Operating Officer and Chief
Financial Officer

Signature Page to Intellectual Property Assignment

**TRADEMARK
REEL: 004124 FRAME: 0594**

SCHEDULE A

Registered Copyrights:

None

Software: See list below pertaining to software developed for and used by Net-Rx.

RecRx

Net-Rx Intranet

Net-Rx Website

SugarCRM

Net-Rx Work Order

Profit Optimizer

Price-It

Quick Quote

340B

ContractAssure

Match-It

Transaction-Rx

SCHEDULE B

Trademark/Service mark:

<u>Title</u>	<u>Serial Number</u>
Net-Rx	3,028,174

Unregistered Marks

Rec-Rx

Web Domains

www.net-rx.com

www.pharmacyreconciliation.com

SCHEDULE C

United States Patents

None

United States Patent Applications

None

Other Inventions

None

ACKNOWLEDGMENT

STATE OF _____ :
COUNTY OF _____ : ss.
_____ :

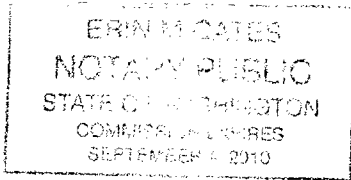
Chad Hammerstrom, being duly sworn, says that he is the President of Hammer Technologies, Inc., a Washington corporation doing business as Net-Rx, and acknowledges that he did sign said instrument on behalf of Hammer Technologies, Inc., pursuant to due authority.

Sworn to and subscribed
before me this 29 day
of December, 2009.

Erin M. Cates

Notary Public

My commission expires: 9-4-10
(SEAL)



ACKNOWLEDGMENT

STATE OF New Jersey :
COUNTY OF Morris : ss.
:

Stephen J. Andrew, being duly sworn, says that he is the Chief Operating Officer and Chief Financial Officer of Managed Health Care Associates, Inc., a New Jersey corporation, and acknowledges that he did sign said instrument on behalf of Managed Health Care Associates, Inc., pursuant to due authority.

Sworn to and subscribed
before me this 29 day
of December 2009

Mary C. O'Keefe
Notary Public

MARY C. O'KEEFE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/7/2012

My commission expires: May 7, 2012
(SEAL)

