

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Integrated Healthcare Solutions LLC		06/24/2010	LIMITED LIABILITY COMPANY: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intelichart LLC		
<b>Street Address:</b>	15105 John J. Delany Drive		
<b>Internal Address:</b>	Suite 116		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28277		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3472992	INTELICHART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)373-3958		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7043772536		
<b>Email:</b>	rcameron@rbh.com		
<b>Correspondent Name:</b>	Robert H. Cameron		
<b>Address Line 1:</b>	101 N. Tryon Street		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28246		
<b>ATTORNEY DOCKET NUMBER:</b>	17613.00022		
<b>NAME OF SUBMITTER:</b>	Robert H. Cameron		

CH \$40.00 3472992

**900165959**

**TRADEMARK  
 REEL: 004234 FRAME: 0776**

Signature:	/robert h cameron/
Date:	06/30/2010
Total Attachments: 4 source=InteliChart Transfer Agreement#page1.tif source=InteliChart Transfer Agreement#page2.tif source=InteliChart Transfer Agreement#page3.tif source=InteliChart Transfer Agreement#page4.tif	

## TRANSFER AGREEMENT

This **TRANSFER AGREEMENT** (this "Agreement"), dated as of June 24, 2010, is by and between **INTEGRATED HEALTHCARE SOLUTIONS, LLC**, a North Carolina limited liability company (the "Transferor"), and **INTELIChart, LLC**, a North Carolina limited liability company (the "Transferee").

### **BACKGROUND STATEMENT**

The Transferor is the developer of a suite of clinical data management software and related products branded as IntelliChart ("InteliChart"). The Transferor and Transferee are affiliates by virtue of each being a wholly-owned subsidiary of Healthcare Systems Holdings, LLC. In connection with a restructuring of the organizational structure of such entities and their affiliates, the parties desire for the Transferor to contribute certain assets to the Transferee on the terms and conditions set forth herein.

### **STATEMENT OF AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Transfer of Assets.** On the terms and conditions set forth herein, effective as of the date hereof, the Transferor hereby contributes, conveys, assigns, transfers and delivers to the Transferee all of the assets of the Transferor that primarily relate to IntelliChart (the "Transferred Assets"). For the sake of clarity, the Transferred Assets include without limitation the assets set forth on **Exhibit A** hereto.
2. **Assumption of Liabilities.** The Transferee hereby accepts the Transferred Assets and assumes all obligations and responsibilities with respect thereto, whether known, unknown, fixed, accrued, contingent or of any other character.
3. **Representations.** The Transferor represents and warrants that (a) the Transferor owns the Transferred Assets, and (b) the Transferred Assets will be owned by the Transferee on identical terms and conditions immediately subsequent to the execution of this Agreement.
4. **Further Assurances.** The Transferor shall take all action and sign and deliver all instruments that the Transferee may reasonably request to vest in the Transferee all right, title and interest in and to the Transferred Assets.
5. **Amendment and Modification.** This Agreement may be amended, modified or supplemented only by written agreement of the parties hereto.
6. **Assignment; No Third Party Rights.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party. Except as otherwise set forth herein, this Agreement and its provisions are for the sole benefit of the parties to this Agreement and their successors and permitted assigns and shall not give any other person any legal or equitable right, remedy or claim.

7. **Applicable Law**. The execution, interpretation and performance of this Agreement shall be governed by the internal laws and judicial decisions of the State of North Carolina, without regard to principles of conflicts of laws.

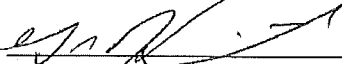
8. **Severability**. If any provision of this Agreement shall be held invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(signatures follow next page)

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

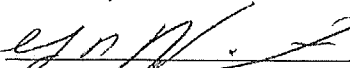
**TRANSFEROR:**

**INTEGRATED HEALTHCARE SOLUTIONS, LLC**

By:   
Name: Gary Hamilton  
Title: Manager

**TRANSFeree:**

**INTELIChart, LLC**

By:   
Name: Gary Hamilton  
Title: Manager

## EXHIBIT A

### TRANSFERRED ASSETS

1. All of the Transferor's right, title and interest in and to the IntelliChart product suite, including without limitation the following:

- Intelichart Integration Engine;
- IntelliChart EMPI;
- IntelliChart Physician Portal;
- IntelliChart Patient Portal; and
- IntelliChart Personal Health Record (PHR).

2. All of the Transferor's right, title and interest throughout the world (including the United States and any foreign rights owned by Assignor) in and to the trademark, service mark and trade name "INTELICHART," whether used in block, stylized or logo format, and alone and/or in connection with other designs, words or phrases, together with all the goodwill of the business symbolized thereby and associated therewith and other assets relating thereto (collectively, the "Trademark"), and all right, title and interest in and to the trademark registration for "INTELICHART", Registration Number 3472992, filed January 16, 2007 and registered July 22, 2008 (the "INTELICHART Registration");

3. All of the Transferor's right, title and interest in and to any and all domain names, URL's, and/or TLD's, registered anywhere in the world containing or incorporating the term "INTELICHART" and/or any similar terms, including, without limitation, the following registrations: intelichart.com, intelichart.net, and intelichart.org, each registered on June 9, 2007 (collectively, the "Domain Names").

4. All of the Transferor's right, title and interest, and the physical possession of, any and all materials used in connection with Transferor's business arising out of or relating in any way to the Trademark, the INTELICHART Registration, and the Domain Names, including, without limitation, customer lists, contracts, licensing materials and correspondence, databases, accounts, books and records (or copies thereof), current, past and future catalogs, brochures, advertising and promotional materials, purchase orders, sales orders and invoices, product demos, and historical data and marketing studies.

5. All of the Transferor's right, title and interest in copyrights in the United States in and to the IntelliChart product suite, together with all other copyright interests accrued by reason of international copyright conventions and any moral rights pertaining thereto, including the right to sue for and recover any profits, penalties, expenses and other damages arising out of or related to any past, present and/or future infringement of the works covered by the copyrights.