

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
Healthcare Performance Partners, LLC		11/02/2009	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	HHP Acquisition, Inc.		
Street Address:	13727 Noel Road, Suite 1400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77834015	LEAN HEALTHCARE EXCHANGE	
CORRESPONDENCE DATA			
Fax Number:	(515)242-2488		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	515-242-2400		
Email:	rjohnson@brownwinick.com		
Correspondent Name:	G. Brian Pingel		
Address Line 1:	666 Grand Avenue - Suite 2000		
Address Line 2:	Ruan Center		
Address Line 4:	Des Moines, IOWA 50309		
ATTORNEY DOCKET NUMBER:	20230/0007		
NAME OF SUBMITTER:	G. Brian Pingel		
Signature:	/G. Brian Pingel/		

CH \$40.00 77834015

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**TRADEMARK
 REEL: 004255 FRAME: 0978**

Date:

08/06/2010

Total Attachments: 6

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of November 2, 2009 (this "Agreement"), by and among HPP ACQUISITION, INC., a Delaware corporation and wholly-owned subsidiary of Broadlane, Inc., a Delaware corporation, ("Buyer"), HEALTHCARE PERFORMANCE PARTNERS, LLC, a Tennessee limited liability company (the "Company"), Charles V. Hagood ("Hagood") and Michael F. Brown ("Brown"), and together with Hagood, each, a "Seller").

RECITALS:

WHEREAS, the Company provides consulting services focused on lean healthcare (the "Business"); and

WHEREAS, each Seller wishes to cause the Company to, and the Company wishes to, sell, convey, assign and otherwise transfer to the Buyer, and the Buyer wishes to purchase and obtain the assignment from the Company of, substantially all of the Company's assets used in connection with or otherwise related to the Business, and assume certain obligations and liabilities relating thereto, on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. Purchase and Sale of Assets; Assumption of Certain Liabilities.

1.1. Transfer of Assets. On the basis of the representations, warranties, covenants and agreements set forth in this Agreement, on the date hereof, Sellers shall cause the Company to, and the Company shall, sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from the Company, all of the assets, rights, properties, claims and contracts of the Company comprising, used in or otherwise related to the Business, as the same may exist on the Closing Date (the "Acquired Assets"), free and clear of all Liens, including the assets, rights, properties, claims and contracts of the Company comprising, used in or otherwise related to the Business set forth below, but subject to the exceptions and exclusions set forth below:

- (a) Contracts other than Excluded Contracts (the "Assumed Contracts");
- (b) Fixtures and Equipment set forth on Schedule 1.1(b);
- (c) Accounts Receivable;

(d) insurance benefits, other than employee benefit plan insurance policies or contracts, of the Company, including rights and proceeds arising from or relating to the Acquired Assets or the Assumed Liabilities; provided, however, that the foregoing shall not be deemed to include an assumption of the Company's insurance policies (including life insurance policies);

(e) claims or causes of action of the Company against any third party, whether choate or inchoate, known or unknown, contingent or noncontingent, including any such claim or cause of action relating to any other Acquired Asset;

(f) intellectual property rights arising from or in respect of the following, whether protected, created or arising under the laws of the United States or any other jurisdiction, consisting of the following (collectively, the "Acquired Intellectual Property"):

(i) patents and applications (whether filed or in process) therefor, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, including those set forth on Schedule 1.1(f)(i) (collectively, "Patents");

(ii) trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, Internet domain names and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, including those set forth on Schedule 1.1(f)(ii) (collectively, "Marks");

(iii) copyrights and registrations and applications therefor, works of authorship and mask work rights, including those set forth on Schedule 1.1(f)(iii) (collectively, "Copyrights");

(iv) discoveries, concepts, ideas, research and development, know-how, formulae, inventions, compositions, manufacturing and production processes and techniques, technical data, procedures, designs, designs in process but not completed, drawings, specifications, databases, and other proprietary and confidential information, including customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals of the Company, in each case excluding any rights in respect of any of the foregoing that comprise or are protected by Copyrights or Patents (collectively, "Trade Secrets");

(v) non-governmental licenses, sublicenses, covenants or agreements of which the Company is the licensee or sublicensee or to which the Company is a party, and which relate to, and are necessary for the conduct of, the Business, including those set forth on Schedule 1.1(h);

(vi) rights and privileges relating to the use of phone numbers currently used by the Company; and

(vii) rights to, and control over all websites owned and/or controlled by the Company including any hosting arrangement with any third party and any and all copyright protected material contained thereon but excluding any hot links back to any of the remaining Company websites:

(g) Books and Records;

(h) Permits, including those set forth on Schedule 1.1(h);

(i) rights of the Company under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with agents of the Company or with third parties (or any portion thereof);

(j) goodwill and other intangible assets, including customer and supplier lists and the goodwill relating to the Acquired Intellectual Property; and

(k) all information, recorded knowledge in any form, surveys, copies of customer lists and records of sales and payment history, manuals, catalogues, research data, proprietary information, know how, trade and business secrets, photos, art work, editorial materials, formats, syndicated market research data, sales data and other similar information.

1.2. Excluded Assets. Notwithstanding Section 1.1, the Acquired Assets shall exclude the following assets, rights, properties, claims and contracts of the Company (the "Excluded Assets"):

(a) any Employee Benefit Plan or similar agreements or arrangements;

(b) the Contracts set forth on Schedule 1.2 (the "Excluded Contracts");

(c) all cash on hand, cash in the Company's bank accounts and cash equivalents; and

(d) any other asset, right, property, claim or contract specifically identified on Schedule 1.2.

1.3. Instruments of Conveyance and Transfer. On the date hereof, the Sellers shall, and shall cause the Company to, (a) deliver or cause to be delivered to the Buyer such bills of sale, endorsements, assignments, and other instruments of conveyance and assignment, all in recordable form, where applicable, as shall be effective to vest in Buyer all right, title and interest of the Company in and to the Acquired Assets, and (b) transfer to the Buyer originals of all contracts, agreements, commitments, books, records, files, certificates, licenses, permits, plans and specifications and other data of the Company that relate to the Business or the Acquired Assets, including electronic files and other records

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

BUYER:

HPP ACQUISITION, INC.

By: 

Name: TOM SHERRY

Title: PRESIDENT

COMPANY:

HEALTHCARE PERFORMANCE
PARTNERS, LLC

By: _____

Name:

Title:

SELLERS:

CHARLES V. HAGOOD

By: _____

Charles V. Hagood

MICHAEL F. BROWN

By: _____

Michael F. Brown

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

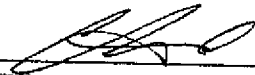
BUYER:

HPP ACQUISITION, INC.

By: _____
Name:
Title:


COMPANY:

HEALTHCARE PERFORMANCE
PARTNERS, LLC

By:  _____
Name:
Title: CEO

SELLERS:

CHARLES V. HAGOOD

By:  _____
Charles V. Hagood

MICHAEL F. BROWN

By:  _____
Michael F. Brown

Schedule 1.1(f)(ii)

Acquired Marks

Trademarks:

HPP Logo

Lean Healthcare Exchange Logo



Domain Names:

www.hpp.bz

www.leanhealthcareperformance.com

www.healthcareperformancepartners.com

www.leanhealthcareexchange.com