

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	03/01/2010		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	eWebHealth, Inc.		03/01/2010
			<b>Entity Type</b>
			CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hyland Software, Inc.		
<b>Street Address:</b>	28500 Clemens Rd.		
<b>City:</b>	Westlake		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44145		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	2572731	ICOPY
	Registration Number:	3756427	EWEBHEALTH
	Registration Number:	3704323	REDEFINING HIM EXCELLENCE
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(440)788-5199		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	440.788.4893		
<b>Email:</b>	abby.moskovitz@hyland.com		
<b>Correspondent Name:</b>	Abby Moskovitz		
<b>Address Line 1:</b>	28500 Clemens Rd.		
<b>Address Line 4:</b>	Westlake, OHIO 44145		
<b>NAME OF SUBMITTER:</b>	Abby Moskovitz		
<b>Signature:</b>	/Abby Moskovitz/		

OP \$90.00 2572731

Date:

11/04/2010

**Total Attachments: 5**

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## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER**, dated as of March 1, 2010 (this “Agreement”), is made and entered into between Hyland Software, Inc., an Ohio corporation (“Parent”), and eWebHealth Inc., a Delaware corporation and wholly owned subsidiary of Parent (“Subsidiary”). Parent and Subsidiary are sometimes referred to collectively in this Agreement as the “Constituent Corporations”.

### **WITNESSETH:**

**WHEREAS**, the Constituent Corporations desire to effect a merger of Subsidiary with and into Parent pursuant to the provisions of the Ohio General Corporation Law (the “OGCL”) and the Delaware General Corporation Law (the “DGCL”);

**WHEREAS**, the Directors of Parent deem it advisable and in the best interests of Parent that Subsidiary merge with and into Parent upon the terms and subject to the conditions herein provided; and

**WHEREAS**, the Directors of Parent and the sole Director of Subsidiary have, by resolution duly adopted, approved this Agreement and directed that it be executed by the undersigned officers;

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, the parties agree that Subsidiary shall be merged with and into Parent and that the terms and conditions of the merger, the mode of carrying the merger into effect and certain other provisions relating thereto shall be as hereinafter set forth.

## ARTICLE I

### The Merger

1.1 Surviving Corporation. Subject to the terms and provisions of this Agreement, and in accordance with the OGCL and the DGCL, at the Effective Time (as defined in Section 1.3 hereof), Subsidiary shall be merged with and into Parent (the “Merger”). Parent shall be the surviving corporation (hereinafter sometimes called the “Surviving Corporation”) of the Merger and shall continue its corporate existence under the laws of the State of Ohio. At the Effective Time, the separate corporate existence of Subsidiary shall cease.

1.2 Effect of the Merger. At the Effective Time, the Merger shall have the effects provided for herein and in the relevant provisions of the OGCL and the DGCL.

1.3 Effective Time. The Merger shall become effective on the date and at the time at which the filing of the Certificate of Merger in the State of Ohio and the Certificate of Ownership and Merger in the State of Delaware have occurred in the manner required to cause the Merger to become effective under the applicable provisions of the OGCL and the DGCL (the “Effective Time”).

1.4 Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of Subsidiary acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purpose of this Agreement, Subsidiary and each of its officers shall be deemed to have granted hereby to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and the possession of such property or rights in the Surviving Corporation and otherwise to

carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are hereby fully authorized in the name of Subsidiary or otherwise to take any and all such actions.

## ARTICLE II

### Treatment of Shares of the Constituent Corporations

2.1 Subsidiary Common Stock. Subsidiary has outstanding 3,784,280 shares of Common Stock, par value \$.0001, and 3,266,719 shares of Preferred Stock, par value \$.001, all of which are owned by Parent.

2.2 No Conversion of Shares. No shares of Subsidiary or Parent shall be converted or substituted by virtue of the Merger. At the Effective Time, all of the issued and outstanding shares of Subsidiary shall be surrendered and extinguished, and each of the issued and outstanding shares of Parent shall continue to represent issued and outstanding shares of Parent.

## ARTICLE III

### Amendment; Termination

3.1 Amendment. This Agreement may be amended only by the Directors of the Constituent Corporations by a writing executed by each of the parties hereto; provided, however, that there shall be no amendments which (a) alter or change any term of the Articles of Incorporation of the Surviving Corporation, except for alterations or changes that could otherwise be adopted by the Directors of the Surviving Corporation; or (b) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of stock of either of the Constituent Corporations.

3.2 Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Subsidiary or Parent.

3.3 Effect of Termination. If this Agreement is terminated pursuant to Section 3.2 hereof, this Agreement shall become null and void and of no further force and effect, and all

obligations of the parties hereto shall terminate and there shall be no liability or obligation of either party hereto or its representatives.

## ARTICLE IV

### Miscellaneous

4.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and the same agreement.

4.2 Designated Agent in Delaware. The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Subsidiary, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, and the Surviving Corporation irrevocably appoints the Delaware Secretary of State as its agent to accept service of process in any such suit or proceedings. A copy of such process shall be mailed by the Secretary of State to:

Hyland Software, Inc.  
25800 Clemens Road  
Westlake, Ohio 44145

4.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto.

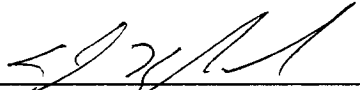
4.4 Waivers. Any waiver by either party of any violation of, breach of, or default under, any provision of this Agreement, or any other agreements provided for herein, by the other party, shall not be construed as, or constitute a continuing waiver of, such provision, or waiver of any other violation of, breach of, or default under, any other provision of this Agreement or such other agreements.

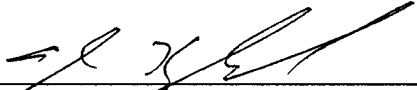
4.5 Severability. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be duly executed by its duly authorized officers as of the day and year first above written.

HYLAND SOFTWARE, INC.

EWEBHEALTH INC.

By:   
\_\_\_\_\_  
Anthony J. Hyland, President

By:   
\_\_\_\_\_  
Anthony J. Hyland, President