

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
CHSI Corporation		09/05/2005	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NDCHEALTH CORPORATION		
<b>Street Address:</b>	NDC Plaza, 1564 Northeast Expwy.		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30329-2010		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2895042	PROFITAIDE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(202)857-6395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2028576000		
Email:	koines.kristen@arentfox.com		
Correspondent Name:	N. Christopher Norton, Esq.		
Address Line 1:	1050 Connecticut Ave., NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	032828.00556		
NAME OF SUBMITTER:	N. Christopher Norton		
Signature:	/Christopher Norton/		
Date:	12/07/2010		

OP \$40.00 2895042

**Total Attachments: 8**

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into this ~~21~~ <sup>22</sup> day of ~~August~~ <sup>September</sup>, 2005, by and between NDCHEALTH CORPORATION, a Delaware corporation ("Purchaser") and CHSI CORPORATION, an Illinois corporation ("Seller").

[REDACTED]

BACKGROUND:

A. Seller is engaged in the business of providing the retail profit improvement programs known as ProfitLeader and ProfitLeader Plus as well as similar programs provided to other customers of Seller, together with any and all upgrades, modifications or enhancements to the same, which retail profit improvement programs utilize the ProfitAide information system that generates and transmits store-specific analyses to pharmacies and provides consultative services to pharmacy customers through pharmacy advisors and services providing transaction reports and market intelligence to monitor business performance and competitive positioning for retail pharmacies to enable quick actions to capitalize on new revenue opportunities, identify lost revenue opportunities in third party billing errors and below market cash pricing by the pharmacy, pinpoint ways to decrease operating costs and measure the success of market share programs by in part benchmarking internal performance to the market ("Seller's Business").

[REDACTED]

C. Pursuant to the terms and conditions contained herein, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of the assets owned or used by Seller in connection with the operation of Seller's Business.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1  
PURCHASE AND SALE OF ASSETS

1.1 Transfer of Assets. Upon the terms and subject to the conditions set forth in this Agreement, Seller hereby sells, conveys, transfers, assigns and delivers to Purchaser, and

Purchaser hereby purchases from Seller, the "Assets" (as defined in this Section 1.1), free and clear of any and all liens, charges, security interests, mortgages, hypothecations, pledges, claims and encumbrances of any kind (each, a "Lien"). For purposes of this Agreement, "Assets" shall mean the following assets, properties and rights of Seller:

● [REDACTED]

● [REDACTED]

(c) all "Intellectual Property Assets" (as defined in Section 3.22 hereof) owned, held or used by Seller in connection with the operation of the Seller's Business;

● [REDACTED]

● [REDACTED]

● [REDACTED]

● [REDACTED]

● [REDACTED]

● [REDACTED]

● [REDACTED]

(k) all goodwill associated with Seller's Business;

(1) the names "ProfitAide", "PharmacyAide", "ProfitLeader" and "ProfitLeader Plus" and any similar names and any logos associated therewith;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.22 Intellectual Property.

(a) The term "Intellectual Property Assets" means all intellectual property owned by or licensed by or to (as licensor or licensee) Seller with respect to Seller's Business, including (i) Seller's name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications relative to Seller's Business and/or Seller (collectively, "Marks"), common law trademarks and servicemarks, trade dress and all goodwill in the foregoing; (ii) all registered and unregistered copyrights in both published works and unpublished works (collectively, "Copyrights"); (iii) all rights in mask works and registrations and applications for registration thereof; [REDACTED]

[REDACTED]

(b) Schedule 3.22 lists all Marks, registered copyrights, registered Net Names and mask work registrations ("Intellectual Property Registrations") that are registered or filed in the name of Seller, alone or jointly with others, enumerating specifically the applicable filing or registration number, title, jurisdiction, date of filing or issuance, and status of any required issuance, renewal, maintenance or other payments. [REDACTED]



[REDACTED]

[REDACTED]

(d) Schedule 3.22(d) contains a complete and accurate list and summary description of all Intellectual Property Assets, including any royalties payable with respect to the Intellectual Property Assets. [REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the undersigned have executed, or have caused their respective duly authorized representatives to execute, this Agreement as of the date hereof.

"Purchaser"

NDCHEALTH CORPORATION



By: \_\_\_\_\_  
Name: Randolph L.M. Hoto  
Title: Executive Vice President

"Seller"

CHSI CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"Busch"

\_\_\_\_\_  
Michael Busch

"Greenfield"

\_\_\_\_\_  
James Greenfield



By: James Greenfield  
Name: JAMES GREENFIELD  
Title: CEO

"Busch"

Michael Busch  
Michael Busch

Permitted to: Let's D isn't keep with  
next

"Greenfield"

James Greenfield  
James Greenfield

**SCHEDULE 3.22(b)**

**List of Marks and IP Registrations**

- ProfitAide® – registered mark 10/19/04 as No. 2,895,042
- ProfitAide – proprietary software copyright 2003
- PharmacyAide – unregistered mark
- ProfitLeader – unregistered mark
- ProfitLeader Plus – unregistered mark
- Web domain – [www.pharmacyaide.com](http://www.pharmacyaide.com)

Registered Marks, Copyrights and web domain names are registered in the name of and owned by CHSI Corporation. CHSI Corporation has common law rights in and to the unregistered marks listed above.