

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>MedRisk, Inc.</td> <td></td> <td>12/12/2011</td> <td>CORPORATION: PENNSYLVANIA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	MedRisk, Inc.		12/12/2011	CORPORATION: PENNSYLVANIA																
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<table border="1"> <tr> <td>Name:</td> <td colspan="3">Acrometis, LLC</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">2701 Renaissance Boulevard</td> </tr> <tr> <td>City:</td> <td colspan="3">King of Prussia</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">PENNSYLVANIA</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">19406</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">LIMITED LIABILITY COMPANY: PENNSYLVANIA</td> </tr> </table>				Name:	Acrometis, LLC			Street Address:	2701 Renaissance Boulevard			City:	King of Prussia			State/Country:	PENNSYLVANIA			Postal Code:	19406			Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
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PROPERTY NUMBERS Total: 1																											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3107215</td> <td>CLAIMEXPERT</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3107215	CLAIMEXPERT																		
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CORRESPONDENCE DATA																											
<p>Fax Number: (866)422-2625 Phone: 610.640.7800 Email: bergert@pepperlaw.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Pepper Hamilton LLP Address Line 1: 400 Berwyn Park, 899 Cassatt Road Address Line 4: Berwyn, PENNSYLVANIA 19312-1183</p>																											
ATTORNEY DOCKET NUMBER:	139182.2.1																										
NAME OF SUBMITTER:	Cara M. Kearney																										
Signature:	/cmk/																										
Date:	03/20/2012																										

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Total Attachments: 14

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 12th day of December, 2011 ("Effective Date"), by and between MedRisk, Inc., a Pennsylvania corporation ("Assignor"), and Acrometis, LLC, a Pennsylvania limited liability company ("Purchaser"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the APA, as defined below.

WHEREAS, in connection with that certain Asset Purchase Agreement, dated as of December 12, 2011, by and between Assignor and Purchaser (the "APA"), Assignor wishes to assign, convey, transfer, grant and set over to Purchaser all of Assignor's worldwide and entire right, title and interest in and to the Intellectual Property set forth in Schedule A attached hereto (the "Assigned Intellectual Property"); and

WHEREAS, Assignor desires to establish an ongoing obligation to assign, convey, transfer, grant and set over to Purchaser all worldwide right, title and interest in and to the Assigned Intellectual Property and Purchaser desires to acquire the same from Assignor.

NOW THEREFORE, Assignor and Purchaser, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as set forth herein.

1. Assignment of Assigned Intellectual Property. Assignor hereby irrevocably assigns, conveys, transfers, grants and sets over to Purchaser, and Purchaser agrees to accept any such assignment, conveyance, transfer, grant and set over of, all of Assignor's worldwide and entire right, title and interest in and to the Assigned Intellectual Property and any and all intellectual property rights inherent in the Assigned Intellectual Property and appurtenant thereto including, without limitation, all domestic and foreign rights. Any assignment of rights shall be held and enjoyed by Purchaser, its successors and assigns from and after the date of such assignment as fully and entirely as the same would have been held and enjoyed by Assignor had such assignment not been made.
2. Instrument of Assignment. Assignor shall execute and deliver to Purchaser any and all required instruments reasonably necessary to carry out the intent of this Agreement and, from time to time after the date hereof, upon the request of Purchaser, such further conveyance instruments (including additional assignments) as may be reasonably necessary or desirable to evidence more fully the transfer of ownership of all the Assigned Intellectual Property to Purchaser, or the original ownership of all the Assigned Intellectual Property on the part of Assignor, to the fullest extent possible. Assignor further agrees to provide reasonable assistance in connection with any proceeding affecting the right, title, interest or benefit of Purchaser in and to the Assigned Intellectual Property and to perform any other acts deemed reasonably necessary to carry out the intent of this Agreement, including providing testimony before any judicial or other proceedings.
3. Past, Present and Future Litigation Rights. In furtherance of this Agreement, Assignor hereby acknowledges that, from and after the date of any assignment made pursuant to this Agreement, Purchaser succeeds to all of Assignor's right, title, interest and standing to

receive all rights and benefits pertaining to the Assigned Intellectual Property, institute and prosecute all suits and proceedings, and take all actions that Purchaser, in its sole discretion, may deem necessary or proper to collect, assert or enforce any claim, right, title or interest of any kind under any and all of the Assigned Intellectual Property, including, without limitation, the right: (i) to sue for all past, present and future infringements, misappropriations or other violations of any rights relating thereto; (ii) to settle, defend, compromise and retain proceeds from any actions, suits or proceedings relating to the transferred and assigned rights, title, interest and benefits; and (iii) to do all other such acts and things in relation thereto as Purchaser, in its sole discretion, deems advisable. For the avoidance of any doubt, Assignor hereby agrees to relinquish exclusively to Purchaser all of Assignor's right, title and interest under any assignment in and to all accrued and future causes of action for injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) resulting from infringements or alleged infringements of the Assigned Intellectual Property, and this Agreement and related assignments expressly include the right to sue for pre-assignment infringements and any injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) in connection with the same.

4. Assignor Representations. Assignor represents and warrants that no consents of any other parties are necessary, or appropriate under any agreements, concerning any of the Assigned Intellectual Property in order for the transfer and assignment of any of the Assigned Intellectual Property under this Agreement to be legally effective. In the event such consents are required under existing licenses or other arrangements, Assignor hereby represents and warrants that such consents have been properly obtained.
5. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Each party hereto submits to the jurisdiction of any state or federal court sitting in the Commonwealth of Pennsylvania, in any action or claim arising out of or relating to this Agreement and agrees that all claims in respect of such action or claim may be heard and determined in any such court. Each party also agrees not to bring any action or claim arising out of or relating to this Agreement in any other court. Each party agrees that a final judgment in any action or claim so brought shall be conclusive and may be enforced by action on the judgment or in any other manner provided at law or in equity. Each party waives any defense of inconvenient forum to the maintenance of any action or claim so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.
6. Invalidity. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.
7. Amendments; Waiver. This Agreement may not be modified, amended or supplemented, nor may performance of any provision of this Agreement be waived, except by an agreement in writing signed by all of the parties hereto. No waiver of any of the terms, covenants, conditions or provisions of this Agreement shall be binding on either party unless consented to in writing by such party. The failure of any party to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Agreement shall not be

construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the parties hereto.

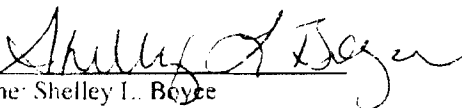
8. Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or other electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page follows on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ASSIGNOR:

MEDRISK, INC.

By: 
Name: Shelley L. Boyce
Title: Chief Executive Officer

PURCHASER:

ACROMETIS, LLC

By: _____
Name: P. Kevin Kilroy
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.


ASSIGNOR:

MEDRISK, INC.

By: _____
Name: Shelley L. Boyce
Title: Chief Executive Officer

PURCHASER:

ACROMETIS, LLC

By:  _____
Name: P. Kevin Kilroy
Title: Chief Executive Officer

SCHEDULE A

Assigned Intellectual Property

U.S. Trademark – “CLAIMEXPERT” – Registration No. 3,107,215

Software Name	# of Users
ClaimExpert Application	42
ClaimExpert Website Application	42
Microsoft Office Suite	12
Mathmatica	1
Statistica	1
Aqua Data Studio	6
MedManager Application	42
Visual Studio 2003	6
Visual Studio 6	6
Visual Studio 2005	6
Visual Studio 2010	6
Enterprise Manager	6
Visual SourceSafe	6
MoveIT	3
Subversion - DotNet	5
Subversion - Java	1
AEGIS	42
ImageMan	42
FaxMan	42
Storage Manager	1
PPO Manager	1
Quartz	1
Hudson	1
Crowd	42

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

MEDRISK, INC.

AND

ACROMETIS, LLC

DATED DECEMBER 12, 2011

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of December 12, 2011, by and between MedRisk, Inc., a Pennsylvania corporation ("Seller"), and Acrometis, LLC, a Pennsylvania limited liability company ("Purchaser").

BACKGROUND

A. Seller, through its CLAIMExpert[®] business unit, provides a software as a service offering for insurance claims management designed to optimize processing and to reduce costs and improve outcomes within the mandate of regulatory compliance (collectively, the "Business").

REDACTED

REDACTED

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, substantially all of Seller's assets related to the Business, and Purchaser desires to assume certain liabilities of the Business, in each case, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants, representations and warranties hereafter set forth, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the terms defined in this Article I shall have the meanings herein specified unless the context otherwise requires.

"Action" shall mean any and all civil, criminal or administrative actions, causes of action, litigation, suits, arbitrations, investigations, inquiries, indictments, proceedings, hearings, charges, complaints, citations, demands, assessments, audits, judgments and claims (including employment-related claims or audits by any taxing authority), regardless of whether a proceeding or lawsuit has been initiated, relating to or asserted by a Person.

"Affiliate" of any Person shall mean any Person, directly or indirectly, controlling, controlled by or under common control with such Person.

"Assignment and Assumption Agreement" shall have the meaning assigned to it in Section 8.8(b) of this Agreement.

"Assumed Liabilities" shall have the meaning assigned to it in Section 2.4 of this Agreement.

"Governmental Authority" shall mean any federal, state, local or foreign governmental or regulatory entity, commission, department, board, authority, agency, bureau, instrumentality, body, official or officer (or any department, agency, authority or political subdivision thereof).

"Hired Employees" shall have the meaning assigned to it in Section 7.2(a) of this Agreement.

"Indemnified Party" shall have the meaning assigned to it in Section 11.4(a) of this Agreement.

"Indemnified Party's Certificate" shall have the meaning assigned to it in Section 11.4(a) of this Agreement.

"Indemnifying Party" shall have the meaning assigned to it in Section 11.4(a) of this Agreement.

"Intellectual Property" shall mean: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto; (b) all United States, international and foreign patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (c) all design rights, trademarks, service marks, (whether or not registered) trademark licenses, trade dress and logos, trade names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; (d) all copyrightable works and all copyrights (whether or not registered), and all applications, registrations and renewals in connection therewith; (e) mask works, (f) all Computer Software, including Seller Software, and licenses, and all source code, data, files and documentation related thereto; (g) all trade secrets and confidential, technical and business information (including, without limitation, ideas, products under development, products contemplated for development, research and development, statistical models, know-how, business plans, business models, business methods, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer information and records, implementation documentation, support materials, communication records, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (h) all copies and tangible embodiments of any of the foregoing (in whatever form or medium, including, without limitation, all copies stored on computers); (i) all other tangible or intangible proprietary information or materials used in the operation of the Business (together with all licenses, authorizations, pending applications, continuations-in-part and extensions for any of the above); and (j) all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing.

"Intellectual Property Assignment Agreement" shall have the meaning assigned to it in Section 8.8(c) of this Agreement.

"Interim Financial Statements" shall have the meaning assigned to it in Section 4.4(a) of this Agreement.

"Inventory" shall have the meaning assigned to it in Section 2.2(c) of this Agreement.

"Transferred Assets" shall have the meaning assigned to it in Section 2.2 of this Agreement.

"Transition Services Agreement" shall have the meaning assigned to it in Section 8.8(f) of this Agreement.

ARTICLE II PURCHASE AND SALE OF ASSETS

2.1 Assets to be Sold. At the Closing, subject to the terms and conditions of this Agreement, Seller shall sell, assign, convey and transfer to Purchaser, and Purchaser shall purchase and acquire from Seller, the Transferred Assets, free and clear of all Encumbrances, and Seller shall retain the Retained Assets.

2.2 Transferred Assets. The term "Transferred Assets" shall mean all of the tangible and intangible assets and properties owned by Seller and used in the operation of the Business and all of the rights and interests of Seller in and to assets and properties not owned by Seller, but used in the operation of the Business, as of the Closing Date, except for the Retained Assets, including, but not limited to, the following assets, properties, rights and interests used in the Business as of the Closing Date:

(a) to the extent transferable or assignable, all Contracts to which Seller is a party (whether written or oral) with respect to the ownership or operation of the Business and which are expressly set forth on Schedule 2.2(a) hereto, including, without limitation, the IP License Agreements, (collectively, the "Specified Contracts");

(b) all Business Intellectual Property, including, without limitation, those items set forth on Schedule 4.11(a) hereto;

(c) all office supplies and consumable materials, supplies, packaging and work in progress used in the operation of the Business as of the Closing Date, including, but not limited to customer forms, letterhead and other forms and documents containing the CLAIMExpert® copyright (the "Inventory");

(d) all machinery and equipment, including, without limitation, all computer hardware and software, servers and office equipment, all property subject to capital leases and all other tangible personal property owned or used in the operation of the Business (collectively, the "Equipment"), including the Equipment set forth on Schedule 2.2(d) hereto;

(e) all rights, claims, credits, causes of action and rights of set-off of Seller relating to or arising out of the Business or the Transferred Assets;

(f) the assets related to Certify Verify, LLC, a former Pennsylvania limited liability company and wholly-owned subsidiary of Seller which was merged with and into Seller, which are set forth on Schedule 2.2(f) (the "Certify Verify Assets");

(g) copies of all Books and Records; and

(h) all goodwill of the Business.

REDACTED

REDACTED

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

SELLER:

MEDRISK, INC.

By: Shelley L. Boyce
Name: Shelley L. Boyce
Title: Chief Executive Officer

PURCHASER:

ACROMETIS, LLC

By: _____
Name: P. Kevin Kilroy
Title: Chief Executive Officer

- Signature Page to Asset Purchase Agreement -

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

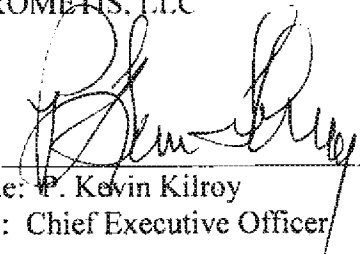
SELLER:

MEDRISK, INC.

By: _____
Name: Shelley L. Boyce
Title: Chief Executive Officer

PURCHASER:

ACROMETIS, LLC

By:  _____
Name: P. Kevin Kilroy
Title: Chief Executive Officer

Schedule 4.11

Intellectual Property

(a)

Registered Business Intellectual Property

U.S. Trademark – “CLAIMEXPERT” – Registration No. 3,107,215

