

RE 1036545/4
3/8/13 01-28-13

03/26/2013



DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION
TRADEMARK

103656490

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

INFLEXION, INC.

- Individual(s)
- Partnership
- Corporation- State: MA
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 14, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: HAZELDEN FOUNDATION

Street Address: 15251 Pleasant Valley Road

City: Center City

State: MN

Country: USA Zip: 55012

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship MN
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)
MY STUDENT BODY - US Reg. No. 2783020
DRUGS4REAL - US Reg. No. 3442203

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Hazelden Foundation

Internal Address: PO Box 11

Street Address: 15251 Pleasant Valley Road, FO-2

City: Center City

State: MN Zip: 55012

Phone Number: 651-213-4438

Docket Number: _____

Email Address: jwaltman@hazelden.org

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 01/29/2013 KNGUYEN1 00000073 2783020
01 FC:8521 40.00 OP
Authorized User Name: _____ 25.00 OP

9. Signature:

Signature

Date

1/22/13

Eric Riensche, Associate Counsel

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of October 11, 2012 (the "Execution Date"), is made by and between Inflexxion, Inc., a Massachusetts corporation with a principal place of business at 320 Needham Street, Suite 100, Newton, MA 02464 ("Inflexxion"), and Hazelden Foundation, a nonprofit corporation with a principal place of business of 15251 Pleasant Valley Road, Center City, MN 55012, d/b/a Hazelden Publishing ("Hazelden"). Inflexxion and Hazelden may each be referred to as a "party" and collectively as the "parties".

WHEREAS, the parties desire to enter into this Agreement, pursuant to which Inflexxion will sell to Hazelden, and Hazelden will purchase from Inflexxion (the "Acquisition"), certain assets relating to Inflexxion's MyStudentBody and Drugs4Real web-based services, as further described below.

NOW, THEREFORE, Inflexxion and Hazelden, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale.

1.1 Agreement to Purchase and Sell. Subject to the terms and conditions of this Agreement, effective as of the Closing Date (as defined in Section 2.1), Inflexxion hereby agrees to sell, convey, assign, transfer and deliver to Hazelden, and Hazelden agrees to purchase and acquire from Inflexxion, all right, title and interest of Inflexxion in and to the Assets (as defined in Section 1.2).

1.2 Assets. Except as otherwise expressly set forth in Section 1.3 hereof, the Assets will consist of the following assets, properties and rights of Inflexxion as of the Closing Date:

(a) All Software, as defined below, marketing materials, web content, operating manuals, user data and pass codes relating to the Sites, as defined below, and all domain names, social media and similar accounts relating to or used in connection with the Sites. For purposes of this Agreement (i) the "Software" means the MyStudentBody and Drugs4Real software in source code and object code formats, and all documentation and notes related to the source code, and (ii) the "Sites" means the MyStudentBody (www.mystudentbody.com) and Drugs4Real (www.drugs4real.com) web sites;

(b) all Assumed Contracts (as defined in Section 3.5);

(c) all Intellectual Property (as defined in Section 3.7);

(d) all goodwill associated with the Assets;

(e) all technical documentation, business records, user records, customer and prospect lists, and accounting and other financial records relating to the Software and the Sites;

(f) all claims of Seller against third parties relating to the Assets, whether known or unknown, choate or inchoate, contingent or non-contingent, and

(g) such other assets of Inflexxion that are used in or with the Assets set forth above that are necessary or desirable for the operation of such Assets and that are listed in Schedule 1.2.

1.3 Excluded Assets. The Assets will not include:

(a) School Revenues (as defined in Section 6.2) received directly by Inflexxion under Assumed Contracts prior to the Closing Date, and between the Closing Date and December 31, 2012, and

(b) grants or other sponsorships received by Inflexxion with respect to the 2012 calendar year that are required to be used for or in connection with the Sites.

1.4 Assumption of Assumed Liabilities. Except as expressly provided in this Section 1.4, Hazelden will not assume any claims, liabilities or obligations of Inflexxion. As the sole exception to the foregoing, Hazelden will assume and agree to discharge or perform:

(a) all costs associated with the hosting, offering, maintaining, supporting, updating, enhancing, marketing, selling, distributing and otherwise operating the Sites after the Closing Date, and

(b) the obligations and liabilities of Inflexxion under the Assumed Contracts, to the extent such obligations and liabilities arise or are required to be performed after the Closing Date (collectively, the "Assumed Liabilities").

1.5 Retained Liabilities. Notwithstanding any other provision of this Agreement, Seller shall retain, and Purchaser shall not assume or be responsible for or liable with respect to, any liabilities or obligations of Seller other than those specifically included in the Assumed Liabilities (collectively, the "Retained Liabilities"), including, without limitation:

(a) any liability arising out of or relating to services or products of Seller to the extent sold, performed or delivered prior to the Closing Date (but specifically excluding those described in Section 1.4(b));

(b) any liability for taxes, including (A) any taxes arising as a result of Seller's operation of its business, including the Sites, prior to the Closing Date, (B) any taxes that will arise as a result of the sale of the Purchased Assets pursuant to this Agreement and (C) any deferred taxes relating to Seller's operating of its business, including the Sites, of any nature;

(c) any Liability incurred during or relating in any way to the period prior to the Closing Date under any Assumed Contract;

(d) any liability with respect to any employee or former employee of Seller (whether under the Seller benefit plans or otherwise) or any consultant retained by Seller;

(e) any liability of Seller other than the Assumed Liabilities;

(f) any liability to indemnify, reimburse or advance amounts to any officer, director, employee or agent of Seller;

(g) any liability arising out of any claim against Seller pending as of the Closing Date;

(h) any liability of Seller arising out of any claim commenced after the Closing Date with respect to the Purchased Assets and arising out of or relating to any occurrence or event happening prior to the Closing Date;

(i) any liability arising out of or resulting from Seller's compliance or noncompliance with any Law or order, injunction, judgment, decree, ruling, assessment or award (an "Order") of any Government Entity;

(j) any liability of Seller under this Agreement or any other document executed in connection with the transactions contemplated by this Agreement; and

(k) any liability of Seller based upon Seller's acts or omissions occurring after the Closing Date.

2. Closing Matters; Purchase Price; Other Payments.

2.1 The Closing. The closing of the Acquisition provided for in this Agreement (the "Closing") will occur on a date to be mutually agreed upon by the parties and will not be later than December 15, 2012 (the "Closing Date"), and will take place at the offices of Hazelden, or at such other place as Hazelden and Inflexxion may mutually agree.

2.2 Purchase Price. On the terms and subject to the conditions set forth in this Agreement, the purchase price for the Assets to be paid by Hazelden (the "Purchase Price") will be comprised of cash payments with a minimum of \$1,500,000 guaranteed to Inflexxion and up to a maximum purchase price of \$3,450,000 contingent on Hazelden receiving up to \$650,000 in Grants (as defined in Section 5.3) for each of the 2013, 2014 and 2015 calendar years from the Sponsors (as defined in Section 5.3) (the "Contingent Revenue"). If the amount of the Grants received by Hazelden from the Sponsors with respect to any of the above-listed calendar years is reduced, the Contingent Revenue payable by Hazelden to Inflexxion will be proportionately reduced. If the amounts of the Grants from the Sponsors is more than \$650,000 per year, Hazelden shall retain any excess amounts. The Purchase Price will be paid as follows:

(a) \$600,000 (less the \$30,000 non-refundable advance paid by Hazelden to Inflexxion upon their execution of the letter of intent for the Acquisition) will be paid on the Execution Date.

(b) \$450,000 will be paid by Hazelden on the first anniversary of the Execution Date. Additionally, during the period between the Execution Date and the first anniversary of the Execution Date, Hazelden will pay Inflexxion Contingent Revenue of up to \$650,000, such payments to be made within thirty (30) days following receipt of the Grants from the Sponsor(s).

(c) \$450,000 will be paid by Hazelden on the second anniversary of the Execution Date. Additionally, during the period between the first anniversary of the Execution Date and the second anniversary of the Execution Date, Hazelden will pay Inflexxion Contingent Revenue of up to \$650,000, such payments to be made within thirty (30) days following Hazelden's receipt of the Grants from the Sponsor(s).

(d) During the period between the second anniversary of the Execution Date and the third anniversary of the Execution Date, Hazelden will pay Inflexxion Contingent Revenue of up to \$650,000, such payments to be made within thirty (30) days following Hazelden's receipt of the Grants from the Sponsor(s).

(e) Each installment payment of the Purchase Price by Hazelden to Inflexxion will include imputed interest at the "Applicable Federal Rate" as announced by the Internal Revenue Service as of the Closing Date.

2.3 Further Assurances. Each party will, on the Closing Date and from time to time thereafter, at the any other party's reasonable request and without further consideration execute and deliver to such other party such instruments, certificates and documents required to effect the Acquisition (in addition to those delivered pursuant to this Section 2 and Section 6 below), as may be reasonably requested to consummate more effectively the Acquisition.

3. Representations and Warranties of Inflexxion. Inflexxion represents and warrants to Hazelden as set forth below. The Schedules referenced below will be arranged in paragraphs corresponding to each representation and warranty set forth in this Section 3; provided, however, that disclosure in any of the Schedules will be deemed to have been set forth in other Schedules where such disclosure under such other Schedule is specifically cross-referenced.

3.1 Authorization, Execution and Enforceability. The execution, delivery and performance of this Agreement and the documents to be executed by Inflexxion in connection with this Agreement as listed in Section 6 (collectively, the "Inflexxion Ancillary Documents") and the consummation of the transactions contemplated by this Agreement and Inflexxion Ancillary Documents have been duly authorized by all necessary corporate action on the part of Inflexxion. This Agreement and each Inflexxion Ancillary Document have been or will be duly executed and delivered by Inflexxion, and constitute the valid and legally binding agreements of Inflexxion, enforceable against Inflexxion in accordance with their respective terms, except as such enforceability may be limited by principles of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

3.2 Absence of Restrictions and Conflicts. Except as disclosed in Schedule 3.2, the execution, delivery and performance of this Agreement and Inflexxion Ancillary Documents, the consummation of the transactions contemplated by this Agreement and Inflexxion Ancillary Documents and the fulfillment of and compliance with the terms and conditions of this Agreement and Inflexxion Ancillary Documents do not, (a) conflict with or result in any breach of any term or provision of the Articles of Organization, as amended, or By-laws of Inflexxion, (b) with or without the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default (or give rise to any right of termination, amendment or cancellation) of any Assumed Contract, or (c) violate any judgment, decree or order of any Governmental Authority, as defined below, to which Inflexxion or its properties is bound or any statute, law, rule or regulation applicable to Inflexxion. No consent, approval, order or authorization of, or registration, declaration or filing with, any court, arbitrator, governmental agency or public or regulatory unit, agency, body or authority of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision thereof (each a "Governmental Authority") with respect to Inflexxion is required in connection with the execution, delivery or performance of this Agreement or Inflexxion Ancillary Documents by Inflexxion or the consummation of the Acquisition by Inflexxion.

3.3 Ownership. Except as specifically set forth in Schedule 3.3, Inflexxion has, and transfers to Hazelden on the Closing Date, good and valid, legal and beneficial title to the Assets, free and clear of all mortgages, liens, pledges, security interests, charges, easements, leases, subleases, licenses and other occupancy arrangements, covenants, rights of way, options, claims, restrictions, or encumbrances of any kind other than the Assumed Liabilities (collectively, "Liens").

3.4 Financial Records. Inflexxion has delivered to Hazelden true and correct copies of its business and financial records for the 2011 and 2012 calendar years relating to the Sites. Such books and records have been maintained on a basis consistent with the past practice of Inflexxion and fairly present the results of operations of the Sites.

3.5 Assumed Contracts. Schedule 3.5 sets forth, as of the Execution Date, (a) a complete and correct list of all customer or end user contracts for the access to and use of the Sites and which currently are outstanding and vendor contracts (b) a complete and correct list of all consents or notices required to be obtained or given under the contracts listed in Schedule 3.5 in connection with the Acquisition. Except as specifically indicated in Schedule 3.5, complete and correct copies of all Assumed Contracts have been delivered to Hazelden. The Assumed Contracts are in full force and effect and are valid and enforceable in accordance with their respective terms with respect to Inflexxion and, to the knowledge of Inflexxion, each other party thereto. Except as set forth in Schedule 3.5, there is not, with respect to the Assumed Contracts, any existing default, or event of default, or event which with or without due notice or lapse of time or both would constitute a default or event of default, on the part of Inflexxion or, to the knowledge of Inflexxion, any other party thereto. As used in this Agreement, the term "Assumed Contracts" will mean all contracts listed in Schedule on Schedule 3.5 (unless otherwise indicated thereon).

3.6 Legal Proceedings. There are no suits, actions, claims, proceedings or investigations pending or, to Inflexxion's knowledge, threatened against, relating to or involving the Assets before any Governmental Authority nor, to Inflexxion's knowledge, is there any basis for any such Proceeding. There is no judgment, decree, injunction, citation, settlement agreement, rule or order of any Governmental Authority outstanding against Inflexxion with respect to the Assets.

3.7 Intellectual Property.

(a) Definition of Intellectual Property. The term "Intellectual Property" means:

(i) the trade names, registered and unregistered trademarks (including common law marks), service marks, and URLs and Internet domain names (including all U.S. federal, state and foreign registrations with respect to any of the foregoing, and applications for registration of any of the foregoing) (collectively, "Marks") relating specifically to the Software or used in or to designate the Sites and listed in Schedule 3.7, including without limitation "My Student Body" and "Drugs4Real";

(ii) all patents (including all reissues, divisions, continuations, continuations in part, and extensions thereof), patent applications, and inventions and discoveries that may be patentable, in any jurisdiction (collectively, "Patents") relating specifically to the Software or the Sites and listed in listed in Schedule 3.7; and

(iii) all copyright rights in and to the Software and the Sites or any portions or elements thereof (including all U.S. and foreign registrations and applications for registration of the foregoing) (collectively, "Copyrights").

(b) Ownership and Use of Intellectual Property. Inflexxion owns, or has the right to use pursuant to licenses, sublicenses, agreements, or permissions, all Intellectual Property currently used in the operation of the Software and the Sites. The consummation of the transactions provided for under this Agreement will not result in the loss or impairment of any such Intellectual Property.

(c) Infringement of Third party Intellectual Property Rights. To Inflexxion's knowledge, the Intellectual Property does not infringe upon, misappropriated or otherwise violate any copyright, patent, trademark, trade secret or other similar intellectual property rights of third parties. Inflexxion has not received any charge, complaint, claim, demand, or notice alleging any such infringement, misappropriation or violation.

(d) Infringement of Intellectual Property. To Inflexxion's knowledge, no third party (including any present or former employee, consultant, or shareholder) has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of Inflexxion.

(e) Licenses of Intellectual Property to Inflexxion. Schedule 3.7 identifies each item of Intellectual Property that any third party owns, including any third party software that is integrated or otherwise used in the Software, and that Inflexxion uses pursuant to licenses, sublicenses, agreements, or permissions.

(f) Royalties and other Payment Obligations. Inflexxion is not obligated to make any payments by way of any commissions, royalties, fees or otherwise to any owner, licensor or other claimant to any Intellectual Property, including any third party software that is integrated or otherwise used in the Software, for the ownership, transfer or use thereof other than as expressly required under any license, sublicense, agreement or permission expressly disclosed in Schedule 3.7.

(g) Data. The data and information collected and used by Inflexxion in making the Sites available to customers and end users (collectively, the "Data") (i) to Inflexxion's knowledge does not violate the privacy rights of any Person, (ii) to Inflexxion's knowledge does not infringe upon, misappropriate, conflict with or violate the rights of any Person, (iii) was collected and acquired in accordance with all applicable laws and agreements, and (iv) when used in the manner in which the Data was used by Inflexxion prior to the date hereof, does not violate any applicable law, regulation or agreement. Inflexxion has taken commercially reasonable steps to maintain the confidentiality and proprietary nature of the Data.

3.8 Open Source Technology. Schedule 3.8 contains a complete and accurate list of all Open Source Technology that is incorporated into, integrated or bundled with, or otherwise used in the Software, and a description of the license terms (and version) under which such Open Source Technology is licensed. For purposes of this Agreement, "Open Source Technology" means software or other subject matter that is distributed under an open source license such as (by way of example only) the GNU General Public License, GNU Lesser General Public License, Apache License, Mozilla Public License, BSD License, MIT License, or Common Public License.

3.9 Customer Relations. Schedule 3.9 contains a complete and accurate list, as of the date hereof, of the names and addresses of the customers of Inflexxion (collectively, the "Customers"). To the knowledge of Inflexxion, no event has occurred that would have a Material Adverse Effect, as defined in Section 3.10, on Inflexxion's relations with any such Customer. Except as set forth in Schedule 3.9, no Customer during the last 12 months has made any threat to cancel or otherwise terminate its contract or to decrease its usage of the Sites. Inflexxion has received no notice and has no knowledge to the effect that any current Customer may terminate or materially alter its business relations with Inflexxion, either as a result of the transactions contemplated by this Agreement or otherwise.

3.10 Compliance with Law. Inflexxion's operation of the Sites is (and has been at all times during the past five (5) years) in compliance with all applicable laws, ordinances, regulations and orders of all Governmental Authorities, except where the failure to be in compliance would not, individually or in the aggregate, have a Material Adverse Effect on Inflexxion's business operations or the Assets. "Material Adverse Effect" means any event, change, occurrence or effect which, individually or together with any other event, change, occurrence or effect, has, or reasonably could have, a material adverse effect upon (a) the condition (financial or otherwise), business, assets, liabilities or results of operations of Inflexxion, or (b) the ability of Inflexxion to perform its obligations under this Agreement or to consummate the Acquisition.

3.11 Brokers, Finders and Investment Bankers. Inflexxion has not employed any broker, finder, investment banker or other similar intermediary or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees or other similar fees in connection with the Acquisition.

3.12 Virus. The Software developed by Seller does not contain any intentionally inserted virus, malware, or other intentionally malicious or destructive code; nor does the Software contain any "back door," "kill-switch" or similar functionality that would permit access to or interference with the Software or the operation of the Sites.

3.13 Software Performance. At the time of the final implementation of the MyStudentBody Software on Hazelden's operating environment in accordance with the Transition Plan, the Software will operate in substantially the same manner and will have substantially the same functionalities as the Software had when operating on Inflexxion's operating environment immediately prior to the Closing Date, and will have substantially the same features and will otherwise substantially conform with the specifications set forth in Exhibit D. With that sole exception, INFLEXION TRANSFERS AND ASSIGNS THE SOFTWARE TO HAZELDEN "AS IS," AND INFLEXION DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE OPERATION, PERFORMANCE AND FUNCTIONALITIES OF THE SOFTWARE, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If the Software fails to materially perform as warranted at the time of final implementation and the essential purpose of this Agreement is being frustrated by such failure, and assuming that Hazelden has complied with its obligations under the Transition Plan, including acquiring and configuring all necessary hardware and software for hosting the Sites and operating the Software, Inflexxion will work with Hazelden to remedy the defect or failure, which may include allowing Inflexxion access to Hazelden's computer system. If Inflexxion cannot, after repeated efforts, remedy such failure, and Hazelden provides Inflexxion written notice of termination, Inflexxion will refund the Purchase Price fee paid to it by Hazelden and this Agreement shall terminate.

4. Representations and Warranties of Hazelden. Hazelden represents and warrants to Inflexxion as follows:

4.1 Authorization, Execution and Enforceability. The execution, delivery and performance of this Agreement and the documents being executed by Hazelden in connection with this Agreement as listed on Schedule 4.1 (collectively the "Hazelden Ancillary Documents") and the consummation of the transactions contemplated by this Agreement and Hazelden Ancillary Documents have been duly authorized by all necessary action on the part of Hazelden. This Agreement and each Hazelden Ancillary Document have been duly executed and delivered by Hazelden and constitute the valid and legally binding agreements of Hazelden, enforceable against it in accordance with their respective terms, except as such enforceability may be limited by principles of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

4.2 Absence of Restrictions and Conflicts. The execution, delivery and performance of this Agreement and Hazelden Ancillary Documents, the consummation of the transactions contemplated by this Agreement and Hazelden Ancillary Documents and the fulfillment of and compliance with the terms and conditions of this Agreement and Hazelden Ancillary Documents do not, (a) conflict with or result in any breach of any term or provision of the Articles of Organization, as amended, or By-laws of Hazelden, (b) with or without the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default (or give rise to any right of termination, amendment or cancellation) of agreement to which Hazelden is a party, or (c) violate any judgment, decree or order of any Governmental Authority to

which Hazelden or its properties is bound or any statute, law, rule or regulation applicable to Hazelden. No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority with respect to Hazelden is required in connection with the execution, delivery or performance of this Agreement or Hazelden Ancillary Documents by Hazelden or the consummation of the Acquisition.

4.3 Brokers, Finders and Investment Bankers. Hazelden has not employed any broker, finder, investment banker or other intermediary or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees or other similar fees in connection with the Acquisition.

5. Additional Covenants and Agreements. Each of the parties hereto will comply with the following additional covenants and agreements to the extent applicable to such party (unless compliance is waived in advance in accordance with this Agreement):

5.1 Public Announcements. Inflexxion and Hazelden will coordinate all public announcements regarding this Agreement or the transactions contemplated by this Agreement.

5.2 Employee Matters. Hazelden may offer employment with Hazelden, to the employees of Inflexxion set forth on Schedule 5.2, on such terms and conditions as will be mutually agreed upon between each such employee and Hazelden, and Inflexxion will waive any non-competition agreement between Inflexxion and such employees in connection with their employment by Hazelden. Inflexxion does not make any representation or warranty with respect to any such employees, including that such employees will agree to be employed by Hazelden or that any such employees have any particular skills or experience. Hazelden will be solely responsible for assessing the capabilities of such employees.

5.3 Applications for Future Grants. In conjunction with the sale of the Assets, for the 2013, 2014 and 2015 calendar years, Hazelden will apply for and may receive the Grants (as defined below) from Shire PLC and Endo Pharmaceutical Inc. (collectively, the "Sponsors"); however there is no assurance that Hazelden will receive the Grants. Hazelden agrees to apply for the Grants if they continue to be offered and if Hazelden is legally permitted to apply, as reasonably determined by Hazelden in consultation with Inflexxion. Hazelden shall not be liable to Inflexxion if Hazelden does not receive the Grants or receives a sum less than in previous years. Inflexxion (and specifically including Inflexxion's President, Dr. Simon Budman) will reasonably assist Hazelden in the preparation and submission of the Grant applications, and solicitation of the Grants. Hazelden may seek additional grants from the Sponsors or may seek grants from other sponsors in its discretion. For purposes of this Agreement, the "Grants" means sponsorship grants from the Sponsors for use in connection with the Sites in the aggregate annual amount of \$650,000.

6. Contemporaneous and Post-Closing Actions.

6.1 Contemporaneous Actions; Certain Agreements. Contemporaneously with the execution of this Agreement, the following actions will be taken and the following agreements will be executed and delivered by the applicable parties thereto:

(a) a Bill of Sale and Assumption Agreement between Hazelden and Inflexxion in the form of Exhibit A hereto (the "Bill of Sale"); provided however, that if the Closing Date is later than the Execution Date, the Bill of Sale will be executed and delivered to Hazelden as of the Closing Date;

(b) the Master Services Agreement in the form of Exhibit B hereto (collectively, the "Master Services Agreement");

(c) Hazelden will deliver to Inflexxion the Closing Purchase Price installment payment in accordance with Section 2.2(a).

The parties will use commercially reasonable efforts to finalize and execute the initial Statement of Work to the Master Services Agreement within thirty (30) days following the date hereof.

6.2 Allocation of Post-Closing School Revenues. At the Closing, all prepayments of service fees under all Assumed Contracts with schools or other customers related to the Purchased Assets ("School Revenues") previously received by Inflexxion for services relating to the Purchased Assets that will be rendered following the Closing Date, as mutually determined and agreed upon by the parties, shall be paid by Inflexxion to Hazelden.

6.3 Transition Services. Following the Closing, Inflexxion will provide Hazelden with certain transition services for the Sites (the "Transition Services"). The Transition Services for the MyStudentBody Software and Site are described in the transition plan attached as Exhibit C (the "Transition Plan"), as such may be updated and modified upon the mutual written agreement of the parties between the date hereof and November 1, 2012, together with such additional, related services, if any, as Inflexxion and Hazelden may agree to in a writing specifically referencing the Transition Services. Promptly following the Closing, the parties will work together to create a transition plan for the Drugs4Real Software and Site, which will include a final implementation date for such Software and Site of not later than January 30, 2013, at which time Inflexxion will cease hosting or otherwise operating the Drugs4Real Software and Site on behalf of Hazelden. In connection with the Transition Services, Inflexxion will work with Hazelden to provide a smooth transition for the users of the Sites. During the course of the Transition Services, Inflexxion may provide Hazelden, and Hazelden shall be entitled to use, certain know-how, trade secrets and confidential information relating to the implementation, operation, maintenance and use of the Software and the Sites. Any delays in Inflexxion's performance of the Transition Services caused by Hazelden's failure to perform any of its obligations under the Transition Plan will not constitute a breach of this Agreement by Inflexxion. The Transition Services are in addition to any services that the parties may mutually agree upon under the Master Services Agreement.

6.4 Software Support. For a period of sixty (60) days following the final implementation of the MyStudentBody Software, Inflexxion will provide Hazelden technical support at no additional cost or fees, to correct any errors, malfunctions, down time or other defects, and to provide other necessary bug fixes related to the installation of the MyStudentBody Software on Hazelden's operating environment. To the extent that Hazelden materially alters the MyStudentBody Software after Closing including adding and/or deleting functionality, adding security features, adding or deleting new software not listed on Schedule 3.8 or Exhibit D, or updates to that software, or if the errors, malfunctions or the like are a result of Hazelden's failure to materially comply with its obligations under the Transition Plan, including acquiring and configuring all necessary hardware and software for hosting the MyStudentBody Site and/or operating the MyStudentSoftware, Hazelden shall be responsible for the costs associated with correcting any resulting bugs, errors, malfunctions, down time or other defects.

6.5 Access to Data. To assist Inflexxion to satisfy any of its remaining obligations under of grants that Inflexxion has previously received in 2012 with respect to the operation of the Sites, during the period commencing on the Closing Date and continuing through March 31, 2012, Hazelden will provide Inflexxion reasonable access to information and data collected through or relating to the Sites.

7. Indemnification.

7.1 Indemnification Obligations of Inflexxion. Subject to the limitations set forth in this Section 7, Inflexxion will indemnify, defend and hold harmless Hazelden and its officers, directors,

employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Hazelden Indemnified parties") from, against and in respect of any and all claims, liabilities, obligations, losses, costs, expenses, and damages whenever arising or incurred (including, without limitation, amounts paid in settlement, costs of investigation and attorneys' fees and expenses), whether or not involving a third-party claim, arising out of or relating to:

(a) events or circumstances occurring or existing with respect to the ownership of the Assets or the operation and maintenance of the Sites on or prior to the Closing Date, except the Assumed Liabilities;

(b) any breach or inaccuracy of any representation or warranty made by Inflexxion in Section 3 of this Agreement, and

(c) any breach of any covenant, agreement or undertaking made by Inflexxion in this Agreement.

The claims, liabilities, obligations, losses, costs, expenses, and damages of Hazelden Indemnified parties described in this Section 7.1 as to which Hazelden Indemnified parties are entitled to indemnification are hereinafter collectively referred to as "Hazelden Losses."

7.2 Indemnification Obligations of Hazelden. Hazelden will indemnify and hold harmless Inflexxion and its officers, directors, employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Inflexxion Indemnified parties") from, against and in respect of any and all claims, liabilities, obligations, losses, costs, expenses, and damages whenever arising or incurred (including, without limitation, amounts paid in settlement, costs of investigation and attorneys' fees and expenses), whether or not involving a third-party claim, arising out of or relating to:

(a) any of the Assets, any of the Assumed Liabilities or the operation of the Sites following the Closing Date (but specifically excluding any claim or other liability for which Inflexxion is responsible under Section 7.1);

(b) any breach or inaccuracy of any representation or warranty made by Hazelden in this Agreement; and

(c) any breach of any covenant, agreement or undertaking made by Hazelden in this Agreement.

The claims, liabilities, obligations, losses, costs, expenses, and damages of Inflexxion Indemnified parties described in this Section 7.2 as to which Inflexxion Indemnified parties are entitled to indemnification are hereinafter collectively referred to as "Inflexxion Losses."

7.3 Indemnification Procedure.

(a) Promptly after receipt by a Hazelden Indemnified party or a Inflexxion Indemnified party (hereinafter collectively referred to as an "Indemnified party") of notice by a third party of any complaint or the commencement of any action or proceeding with respect to which such Indemnified party may be entitled to receive payment from the other party for any Hazelden Losses or Inflexxion Losses (as the case may be), such Indemnified party will promptly notify Inflexxion or Hazelden, as the appropriate indemnifying parties (each, an "Indemnifying party"), of such complaint or of the commencement of such action or proceeding; provided, however, that the failure to so notify the Indemnifying party will not relieve the Indemnifying party from liability for such claim arising otherwise

than under this Agreement and such failure to so notify the Indemnifying party will relieve the Indemnifying party from liability under this Agreement with respect to such claim only if, and only to the extent that, such failure to notify the Indemnifying party results in the forfeiture by the Indemnifying party of material rights and defenses otherwise available to the Indemnifying party with respect to such claim. The Indemnifying party will have the right, upon written notice delivered to the Indemnified party within 20 days thereafter, to assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified party and the payment of the fees and disbursements of such counsel. In the event, however, that the Indemnifying party declines or fails to assume the defense of the action or proceeding or to employ counsel reasonably satisfactory to the Indemnified party, in either case within such 20-day period, then such Indemnified party may employ counsel to represent or defend it in any such action or proceeding and the Indemnifying party will pay the reasonable fees and disbursements of such counsel as incurred; provided, however, that the Indemnifying party will not be required to pay the fees and disbursements of more than one counsel for all Indemnified parties in any jurisdiction in any single action or proceeding. In any action or proceeding with respect to which indemnification is being sought hereunder, the Indemnified party or the Indemnifying party, whichever is not assuming the defense of such action, will have the right to participate in such litigation and to retain its own counsel at such party's own expense. The Indemnifying party or the Indemnified party, as the case may be, will at all times use reasonable efforts to keep the Indemnifying party or the Indemnified party, as the case may be, reasonably apprised of the status of the defense of any action the defense of which it is maintaining, and to cooperate in good faith with each other with respect to the defense of any such action.

(b) No Indemnified party may settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying party, unless such settlement, compromise or consent includes an unconditional release of the Indemnifying party from all liability arising out of such claim and such Indemnified party waives any right to be indemnified by the Indemnifying party with respect to such claim. An Indemnifying party may not, without the prior written consent of the Indemnified party, settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless (i) the Indemnifying party will pay or cause to be paid all amounts arising out of such settlement or judgment concurrently with the effectiveness thereof; (ii) the terms or effect of the settlement will not encumber any of the assets of any Indemnified party or any affiliate thereof, or contain or result in any restriction, interference or condition that would apply to such Indemnified party or its Affiliates or to the conduct of any of their respective businesses; and (iii) the Indemnifying party will obtain, as a condition of such settlement, a complete unconditional release of each Indemnified party.

(c) In the event an Indemnified party will claim a right to payment pursuant to this Agreement, such Indemnified party will send written notice of such claim to the appropriate Indemnifying party. Such notice will specify the basis for such claim. As promptly as possible after the Indemnified party has given such notice, such Indemnified party and the appropriate Indemnifying party will establish the merits and amount of such claim and, within 15 Business Days of the final determination of the merits and amount of such claim, the Indemnifying party will pay to the Indemnified party immediately available funds in an amount equal to such claim as determined hereunder.

7.4 Claims Period.

(a) The period during which a claim for indemnification may be asserted under this Agreement by an Indemnified party (a "Claim Period") will begin on the Closing Date, and will terminate (or not terminate) as follows:

(i) with respect to Hazelden Losses under Section 7.1(a), the Claims Period will not terminate;

(ii) with respect to Hazelden Losses arising under Section 7.1(b), the Claims Period will terminate on the date that is 360 days after the Closing Date, except to the extent that such claims arise under Sections 3.1 (Authorization, Execution and Enforceability) and 3.3 (Ownership) (the "Surviving Matters"), for which the Claims Period will not terminate;

(iii) with respect to Hazelden Losses under Section 7.1(c), the Claims Period will terminate on the expiration of the applicable statute of limitations;

(iv) with respect to Inflexxion Losses under Section 7.2(a), the Claims Period will not terminate;

(v) with respect to Inflexxion Losses arising under Section 7.2(b), the Claims Period will terminate on the date that is 360 days after the Closing Date, except to the extent that such claims arise under Sections 4.1 (Authorization, Execution and Enforceability), for which the Claims Period will not terminate;

(vi) with respect to Inflexxion Losses under Section 7.2(c), the Claims Period will terminate on the expiration of the applicable statute of limitations.

Notwithstanding the foregoing, if prior to the close of business on the last day of the applicable Claims Period, an Indemnifying party will have been properly notified of a claim for indemnity hereunder and such claim will not have been finally resolved or disposed of at such date, such claim will continue to survive and will remain a basis for indemnity hereunder until such claim is finally resolved or disposed of in accordance with the terms hereof.

7.5 Basket. Notwithstanding anything to the contrary set forth herein, Inflexxion will be liable for Hazelden Losses arising under Section 7.1 only if such Hazelden Losses exceed, in the aggregate, \$10,000 (the "Basket Amount"), in which event Hazelden Indemnified parties may claim indemnification for all Hazelden Losses. Notwithstanding the foregoing, Hazelden Losses arising under or pursuant to any Surviving Matters, Section 7.1(c) or any matter constituting fraud by Inflexxion will not be subject to the Basket Amount.

7.6 Cap. Notwithstanding anything to the contrary set forth herein, the maximum liability that Inflexxion may have with respect to Hazelden Losses under Section 7.1 will not exceed, in the aggregate, the greater of \$250,000 or fifteen percent (15%) of the total amount of the Purchase Price, including the Contingent Revenue, actually received by Inflexxion (the "Cap Amount"). Notwithstanding the foregoing, Hazelden Losses arising under or pursuant to any Surviving Matters, a breach of the representation and warranty set forth in Section 3.13 or any breach of any covenant, agreement or undertaking made by Inflexxion will not be subject to the Cap Amount, but in no event will the maximum liability that Inflexxion may have with respect to Hazelden Losses arising under or pursuant to such matters exceed the Purchase Price including the Contingent Revenue actually received by Inflexxion.

7.7 Exclusive Remedy. Each party's sole and exclusive remedy for monetary compensation in connection with any breach of this Agreement by any other party will be the provisions in Section 7 and the remedy set forth in Section 3.13; provided, however, that nothing set forth in this Section 7 will be deemed to prohibit or limit any party's right at any time, on or after the Closing Date, to seek injunctive or equitable relief for the failure of any other party to perform any covenant or agreement contained herein.

8. Miscellaneous.

8.1 Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt or by facsimile transmission against facsimile confirmation or mailed by prepaid first class certified mail, return receipt requested, or mailed by overnight courier prepaid, to the parties at the following addresses or facsimile numbers:

To Hazelden:
Hazelden Publishing
15251 Pleasant Valley Road
Center City, MN 55012
Attention: Publisher, Nick Motu

with a copy to: General Counsel
15251 Pleasant Valley Road
Center City, MN 55012
Attention: General Counsel
Facsimile: 651-213-4511

To Inflexxion:
Inflexxion, Inc.
320 Needham Street, Suite 100
Newton, MA 02464
Attention: President
Facsimile: [insert fax #]

with a copy to:
Thomas H. Durkin, Esq.
Gesmer Updegrove LLP
40 Broad Street
Boston, MA 02109
Facsimile: 617-350-6878

All such notices, requests and other communications will (a) if delivered personally to the address as provided in this Section 8.1, be deemed given upon delivery, (b) if delivered by facsimile transmission to the facsimile number as provided for in this Section 8.1, be deemed given upon facsimile confirmation, (c) if delivered by mail in the manner described above to the address as provided for in this Section 8.1, be deemed given on the earlier of the third Business Day following mailing or upon receipt, and (d) if delivered by overnight courier to the address as provided in this Section 8.1, be deemed given on the earlier of the first business day following the date sent by such overnight courier or upon receipt (in each case, regardless of whether such notice, request or other communication is received by any other person to whom a copy of such notice is to be delivered pursuant to this Section 8.1). Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other parties.

8.2 Attachments. All Schedules and Exhibits attached hereto are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement.

8.3 Knowledge. When used in this Agreement, the phrase "to the knowledge of" any individual or entity (collectively, a "Person"), "known to" any Person or any similar phrase, means (i)

with respect to any Person who is an individual, the actual knowledge of such Person, and (ii) with respect to any other Person, the actual knowledge of the directors or officers of such Person and other individuals that have a similar position or have similar powers and duties as the officers and directors of such Person.

8.4 Captions. The titles, captions and table of contents contained in this Agreement are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Unless otherwise specified to the contrary, all references to Sections are references to Sections of this Agreement and all references to Exhibits and Schedules are references to Exhibits and Schedules to this Agreement.

8.5 Controlling Law; Integration; Amendment; Construction. The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, applicable to contracts executed in and performed entirely within such Commonwealth, without reference to any choice of law principles of such Commonwealth. All legal actions relating to this Agreement will be brought in the state or federal courts having proper jurisdiction over the defendant in such legal action. Except as hereinafter provided, this Agreement supersedes all negotiations, agreements and understandings among the parties with respect to the subject matter hereof. This Agreement, together with any agreements entered into on or subsequent to the date hereof, constitutes the entire agreement among the parties hereto.

8.6 Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties hereto waive any provision of law which renders any such provision prohibited or unenforceable in any respect.

8.7 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

8.8 Waiver. Any agreement on the part of a party hereto to any extension or waiver will be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by one party of the performance of any covenant, agreement, obligation, condition, representation or warranty will not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

8.9 Costs and Expenses. Except as otherwise expressly set forth herein, each party will bear all costs and expenses (including, without limitation, any attorneys and accountants fees) incurred by such party in connection with the transactions contemplated by this Agreement.

8.10 Noncompetition.

(a) Noncompetition. Inflexxion acknowledges that (i) Hazelden would not have entered into this Agreement but for the agreements and covenants contained in this Section 8.10; and (ii) the agreements and covenants contained in this Section 8.10 are essential to protect the value, business and goodwill of the Assets and are reasonable and appropriate in scope; and (iii) the business associated with the Assets is national in scope. To induce Hazelden to enter into this Agreement, Inflexxion covenants and agrees that during the period commencing on the Closing Date and ending on the fifth (5th) anniversary of the Closing date (the "Restricted Period"), Inflexxion and its "Affiliates" (defined as any

other entity controlling, controlled by or under common control with Inflexxion, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, contract or otherwise) shall not, directly or indirectly, (A) engage in any commercial activity that competes with the "Assets" (which for purposes of this Section shall mean the MyStudentBody Software or Site) for the college-student market; (B) render any services to any person or entity for use in competing with Hazelden's commercialization of the Assets; (C) have an interest in any entity engaged in any business that competes with Hazelden's commercialization of the Assets, directly or indirectly, in any capacity, including, without limitation, as a partner, stockholder, officer, director, principal, agent, trustee or consultant or any other relationship or capacity; provided, however, Inflexxion or any of the Affiliates may own, directly or indirectly, solely as an investment, securities of any entity which are publicly traded if Inflexxion or such Affiliate, as the case may be, does not, directly or indirectly, own two percent (2%) or more of any class of securities of such entity; or (D) interfere with business relationships (whether formed heretofore or hereafter) between Hazelden and its affiliates and any of their customers, suppliers or prospects which business relationships relate to the Assets.

(b) Blue Penciling. If any term or other provision of this Section 8.10 is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Section 8.10 shall nevertheless remain in full force and effect. Upon determination that any term or other provision is overbroad, invalid, illegal, or incapable of being enforced, the court or other applicable body making such a determination shall modify this Section 8.10 so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

IN WITNESS THEREOF, Inflexxion and Hazelden have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first hereinabove written.

INFLEXXION, INC.

HAZELDEN FOUNDATION
D/B/A HAZELDEN PUBLISHING

By: _____

By: _____

Name: _____

Name: Mark Mishek

Title: _____

Title: President & CEO

EXHIBIT A
BILL OF SALE

BILL OF SALE AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSUMPTION AGREEMENT (the "Agreement"), dated _____, 2012 and effective as of the Closing Date, is made by and between Inflexxion, Inc., a Massachusetts corporation with a principal place of business at 320 Needham Street, Suite 100, Newton, MA 02464 ("Inflexxion"), and Hazelden Foundation, a nonprofit corporation with a principal place of business at 15251 Pleasant Valley Road, Center City, MN 55012, d/b/a Hazelden Publishing ("Hazelden"), pursuant to the Asset Purchase Agreement (the "Purchase Agreement"), dated _____, 2012, by and between Hazelden and Inflexxion. All capitalized words used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement, and all references to "Schedules" herein shall mean the Schedules attached to the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Inflexxion has agreed to sell, convey, assign, transfer, and deliver to the Hazelden, all right, title and interest of Inflexxion in and to the Assets; and

WHEREAS, pursuant to the Purchase Agreement, Hazelden has agreed to assume and discharge or perform the Assumed Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assets. Inflexxion hereby sells, conveys, assigns, transfers and delivers to Hazelden all right, title and interest in and to the Assets, free and clear of all Liens, except as otherwise specifically set forth in Schedule 3.3, and Hazelden hereby acquires and accepts the same from Inflexxion, free and clear of all such Liens, except as otherwise specifically set forth in Schedule 3.3, to have and to hold all such right, title and interest hereby sold, conveyed, assigned, transferred and delivered unto Hazelden, its successors and assigns, forever.

2. Assumed Liabilities. Hazelden hereby assumes and agrees to discharge or perform the Assumed Liabilities.

3. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Conflicting Terms. To the extent that the terms of this Agreement and the Purchase Agreement conflict, the terms of the Purchase Agreement shall be deemed to supersede the conflicting terms of this Agreement.

5. Counterparts, Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The signatures to this Agreement may be delivered via facsimile or email correspondence and such signatures may be relied upon, and shall have the same force and effect, as the originals of such signatures.

6. Governing Law; Amendment. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts without reference to its choice of law rules. This Agreement may be modified or supplemented only by written agreement of the parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date and year first above written.

INFLEXXION, INC.

HAZELDEN FOUNDATION
D/B/A HAZELDEN PUBLISHING

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[Signature Page to the Bill of Sale and Assumption Agreement]

EXHIBIT B

MASTER SERVICES AGREEMENT

TRADEMARK

REEL: 004990 FRAME: 0443

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is made as of October 11, 2012 ("**Effective Date**"), by and between Inflexxion, Inc. ("**Inflexxion**"), and Hazelden Foundation d/b/a Hazelden Publishing ("**Hazelden**").

Whereas, the parties are simultaneously entering into a Purchase Agreement in connection with which Inflexxion may provide, and Hazelden may avail itself of, certain services described herein through calendar year 2015; now

Therefore, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Services.

1.1 Inflexxion will provide consulting, support, and reporting services ("**Services**") set forth in the Statement of Work for calendar year 2013 attached to this Agreement as Exhibit A, and may provide Services under at least two additional Statements of Work for years 2014 and 2015, and others, all as executed by the parties (each a "**Statement of Work**"), or, if applicable, any Change Order (each a "**Change Order**") which references this Agreement and is executed by the parties. In addition, Hazelden may engage Inflexxion to assist it in pursuing or performing under grants from third party sponsor and the roles of the parties in pursuing or performing under such grants and the payments to Inflexxion in connection therewith will be set forth in a separate Statement of Work to this Agreement. Each such Statement of Work or Change Order will be attached as an Exhibit to, and made a part of this Agreement.

1.2 Inflexxion shall perform such Services as may be required to deliver each of the Deliverables (as defined below) on or before the respective Milestone Dates as may be set forth in each Statement of Work and/or Change Order.

1.3 Acceptance of a Deliverable by Hazelden shall not be unreasonably withheld and will be deemed to have taken place on the first to occur of the following: (i) Hazelden notifies Inflexxion in writing of its acceptance of the Deliverable, or (ii) ten (10) days have elapsed from the date of delivery without Hazelden's having given Inflexxion written notice of rejection of the Deliverable together with a written description of the basis for the rejection. If Inflexxion receives a rejection notice from Hazelden, it will use reasonable efforts to correct the Deliverable and redeliver it to Hazelden for acceptance pursuant to this Section.

1.4 Without limiting the obligations of Inflexxion under this Agreement and all Statements of Work and Change Orders, Hazelden agrees to provide the resources and task management assistance described in the Statements of Work and Change Orders. In the event of any delays in Hazelden's performance of its obligations, any delivery or other Milestone Dates affected by such delays will be extended in proportion to the delay.

2. Consideration. In consideration of the Services, Hazelden will pay Inflexxion the fees ("**Fees**") listed, and at the times set forth, in each Statement of Work and/or Change Order. Hazelden will also reimburse Inflexxion for all reasonable out-of-pocket expenses that are approved in advance by Hazelden ("**Expenses**"). Inflexxion will provide Hazelden with copies of its related records in order to enable Hazelden to verify the amount and nature of such Expenses.

2.2 The Fees and Expenses listed on the Statement of Work and/or Change Order do not include any federal, state, local or other governmental taxes, excise taxes, tariffs or other governmental charges that may be imposed as a result of the Services. Hazelden shall be solely responsible for all such taxes and charges, other than taxes on Inflexxion's gross income.

3. Term.

3.1 This Agreement shall commence on the Effective Date and shall continue thereafter for a term ending December 31, 2015, or until the completion of the Services under any Statement of Work and/or Change Order, whichever is longer, unless sooner terminated as provided herein (the effective date of termination is referred to as the "**Termination Date**").

3.2 Either party may terminate this Agreement or any applicable Statement of Work or Change Order upon a material breach by the other which is not cured within thirty (30) days following written notice of such breach from the nonbreaching party. In the event of a termination under this Section 3.2 Hazelden shall only be obligated to pay Inflexxion for any Services rendered or Deliverables provided to Hazelden prior to the Termination Date and reasonably acceptable to Hazelden, and to reimburse expenses previously approved by Hazelden.

4. Ownership and License.

4.1 All work product that Inflexxion prepares or develops for Hazelden in the performance of the Services ("**Deliverables**") including all product designs, program code, graphics, layouts, prototypes, reports or other property, tangible or intangible, shall belong to Hazelden upon development, and Inflexxion hereby assigns to Hazelden all right, title and interest in and to the Deliverables, including all intellectual property rights therein. At the request and expense of Hazelden, Inflexxion shall execute such documents as are reasonably required to further vest or confirm such ownership in Hazelden. Notwithstanding the foregoing, Inflexxion shall retain an unlimited, perpetual, nonexclusive, worldwide, fully paid, royalty-free right and license to use the ideas or other expertise which it develops or employs in providing the Services and which are generally applicable to Inflexxion's business and services, but not including any ideas, information or expertise as specifically applied or related to the

products or services of Hazelden, including the Deliverables ("**Residual Information**").

4.2 In performing the Services, including developing the Deliverables, Inflexxion may utilize and provide to Hazelden its own, previously existing proprietary software programs, program code, information, methodologies, manuals, ideas, or trade secrets ("**Inflexxion Property**"). Inflexxion shall use reasonable efforts to notify Hazelden in writing of all Inflexxion Property contained in Deliverables or otherwise provided to Hazelden hereunder, but given the nature of the Services Inflexxion may not be able to do so in all instances. Inflexxion shall at all times retain all ownership rights including copyrights in and to the Inflexxion Property; provided, however, that Inflexxion grants Hazelden a fully paid, royalty-free, nonexclusive, transferable, worldwide, irrevocable and perpetual license to use the Inflexxion Property as integrated with, and not separate and apart from the Deliverables, and to authorize third parties to do the same.

4.3 Hazelden shall at all times retain all right, title and interest in and to all materials and information supplied by Hazelden for use in the delivery of the Services ("**Hazelden Property**"); provided, however, Hazelden grants Inflexxion a royalty-free, nonexclusive, license to use the Hazelden Property in providing the Services hereunder.

5. Confidential Information. Any specifications, drawings, sketches, models, samples, data, documentation, or other technical or business information, (hereinafter referred to as "**Confidential Information**") furnished or disclosed to Inflexxion hereunder shall be deemed the property of and, when in tangible form, shall be returned to the Hazelden at the end of Inflexxion's performance hereunder or at the Hazelden's earlier direction. Unless such Confidential Information was previously known to Inflexxion free of any obligation to keep it confidential, or has been or is subsequently made public by the Hazelden or a third party which had the right to do so, it shall be held in confidence by Inflexxion, shall be used only for the purposes of performing the Services and

creating the Deliverables. All Deliverables shall constitute Confidential Information of Hazelden.

6. Warranty; Indemnification.

6.1 Inflexxion warrants to Hazelden that for a period of ninety (90) days following delivery, all Deliverables shall conform in all material respects to the specifications or other requirements set forth in the applicable Statement of Work and/or Change Order. Inflexxion agrees to use reasonable efforts to correct any failure of any Deliverable to satisfy this warranty. Except as stated above, Inflexxion disclaims all warranties, whether express or implied, written or oral, with respect to the Services and the Deliverables, including the implied warranties of merchantability, fitness for a particular purpose, and noninfringement.

6.2 Inflexxion will indemnify, defend and hold harmless Hazelden (including its directors, officers and employees) from and against any and all claims, losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable legal fees and related expenses and court costs) incurred or suffered by Hazelden and which relate to or arise out of claims that the Deliverables infringe any copyright, patent, trade secret, trademark or other intellectual property right, provided that Hazelden notifies Inflexxion promptly in writing of any claim and gives Inflexxion complete authority and information required for the defense and settlement of such claim.

7. Limitation of Liability. IN NO EVENT SHALL (i) EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (ii) INFLEXXION'S LIABILITY TO HAZELDEN FOR ALL MATTERS ARISING OUT OF THIS AGREEMENT OR ANY STATEMENT OF WORK OR CHANGE ORDER EXCEED THE

TOTAL AMOUNTS ACTUALLY PAID TO INFLEXXION THEREUNDER.

8. Independent Contractors. The parties are independent contractors. Nothing in this Agreement shall be deemed to create any form of partnership, principal-agent relationship, employer-employee relationship, or joint venture between or among the parties hereto. All personnel used by Inflexxion shall be considered employees or subcontractors of Inflexxion. Inflexxion is responsible for all such personnel while performing under this Agreement and for the payment of their compensation (including, if applicable, withholding of income taxes, and the payment and withholding of social security and similar payroll taxes), workers' compensation, disability benefits and the like. Neither Inflexxion nor Hazelden shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.

9. Assignment. This Agreement shall not be assigned without the advance written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign this Agreement without such prior consent in connection with a sale of all or substantially all of its assets or a majority of its capital stock.

10. General. All notices shall be in writing and given by personal delivery, certified mail, return receipt requested, or by commercial overnight courier, to the recipient's address as set forth below. Notice shall be deemed given the date of personal delivery, the fifth business day after mailing, or the next business day after delivery to such courier (unless the return receipt or the courier's records evidence a later delivery). This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. In addition to those provisions which specifically provide for survival beyond expiration or termination, all provisions regarding ownership, payment, warranty, liability and limits thereon, and confidentiality shall survive, unless and until the expiration of any time period specified elsewhere in this Agreement with respect to the

provision in question. Neither party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, act of God, or any other cause reasonably beyond its control; but each party shall use all reasonable efforts to minimize the extent of any such delay. This Agreement shall be deemed to have been made in The Commonwealth of Massachusetts, and shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, exclusive of its rules governing choice of law and conflict of laws. All actions under or in connection with this Agreement shall be brought in the state or Federal courts located in Boston, Massachusetts. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce any such provision. The invalidity or unenforceability, in whole or in part, of any provision, term, or condition hereof shall not affect the validity or enforceability of the remainder of such provision, term or condition or of any other provision, term, or condition.

11. Entire Agreement. The Purchase Agreement and any accompanying documents, this Agreement, and any incorporated Statements of Work and Change Orders constitute the entire agreement between Hazelden and Inflexxion. In the event that any provisions in any incorporated Statements of Work or Change Orders conflict with or are otherwise different from the provisions in this Agreement, the provisions in the Statement of Work or Change Order shall prevail. This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

HAZELDEN FOUNDATION D/B/A
HAZELDEN PUBLISHING

By: _____

Name: _____

Title: _____

INFLEXXION, INC.

By: _____

Name: _____

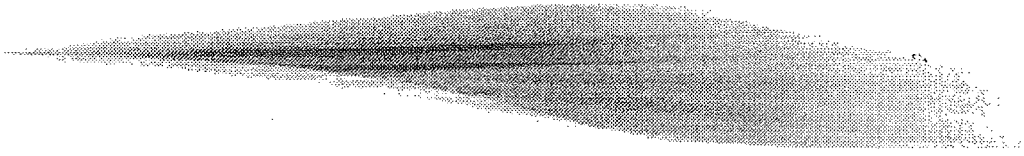
Title: _____

EXHIBIT A
STATEMENT OF WORK
[ATTACHED]

EXHIBIT C
TRANSITION PLAN



100 North Main St
Suite 300
Newton, MA 02459
www.inflexxion.com



October 2012

Transition Plan:

Hazelden Acquisition of MyStudentBody

PREPARED BY:

Amanda Herpin

VERSION:

1.0

TABLE OF CONTENTS

TABLE OF CONTENTS	II
1. INTRODUCTION	3
2. SCOPE OF TRANSITION PLAN	3
Activities that fall within the Transition Plan include:	3
3. TRANSITION PLAN MANAGEMENT	4
4. ROLES & RESPONSIBILITIES	4
Inflexxion's Responsibilities	4
Hazelden's Responsibilities	4
5. TRANSITION TIMELINE	5
Key Milestones For MyStudentBody Transition Period	5
Application Technical Support	6
Target for cut over to Hazelden Infrastructure	6
APPENDIX	7
Team Listing	7
Detailed Task List	9

1. INTRODUCTION

This Transition Plan outlines the high level tasks, timelines, and milestones required to transition the assets purchased by Hazelden from Inflexxion. The MyStudentBody transition will be outlined in this document. The Drugs4Real transition will be discussed after the closing of the Asset Purchase Agreement.

2. SCOPE OF TRANSITION PLAN

Activities that fall within the Transition Plan include:

- Marketing
 - Preparation
 - Public Launch
- Sales
 - Transitioning and training of Sales and Implementation staff
 - Existing Customer and Prospect Transition
- Content management/development
- Technology
 - Planning
 - Preparing Environment for MyStudentBody Application
 - Transfer of MyStudentBody Application
 - Technical Training
 - IT Surrounding Application
 - Misc Technology related tasks
- Operations
 - Legal
 - Processes: Salesforce/Oracle/Order Placing
 - End user Support
 - Customer Implementation / Site Set Up
 - Reporting for Pharma sponsors
- Finance Operations

Note: It is assumed that the documents collected through the due diligence process have been shared with the appropriate parties at Hazelden and will serve as a base of knowledge

3. TRANSITION PLAN MANAGEMENT

There will be designated cross-functional teams at Inflexxion and at Hazelden that will be responsible for carrying out this transition plan. The full teams are listed in the Appendix.

The transition plan will be managed primarily by Amanda Hemm at Inflexxion and Carol Nagele-Vitalis at Hazelden. Any communications should be directed to them or they should be copied. They will manage all issues and risks as they arise, including escalating and alerting the greater team as needed.

Weekly meetings will be established between key players as needed. Examples of this are the weekly technology team meeting and a weekly meeting of Amanda and Carol.

4. ROLES & RESPONSIBILITIES

Inflexxion's Responsibilities

Inflexxion is responsible for providing a functioning web application and supporting business and operational documentation to Hazelden. This includes:

- Code, databases, and assets associated with MyStudentBody.com
- Data associated with MyStudentBody.com from December 15, 2010 to present (MyStudentBody 3.0 and greater)
- Customer contracts, customer and prospect history and communications from SalesForce, and other information that will be helpful in building a book of business
- Marketing plans and collateral
- Content audit and soft copies for MyStudentBody.com content
- Training for sales, marketing, support, and technical staff at Hazelden
- Introductions to Pharmaceutical sponsors
- Coordinated messaging to customers and general public

Hazelden's Responsibilities

Hazelden is responsible for preparing all technical and operational environments needed to assume MyStudentBody in a timely manner that ensures business continuity. This includes:

- Build hosting environment for MyStudentBody.com
- Provide access to key personnel for trainings
- Allow Inflexxion access to information needed to continue monthly, quarterly, and bi-annual reports to the Pharmaceutical sponsors through March 31, 2013
- Allow MyStudentBody-Community College field trial sites access to MyStudentBody through remainder of academic year (June 2013)

- Allow Inflexxion access to data related to MyStudentBody Community College field trial through December 2013.

5. TRANSITION TIMELINE

The transition period of MyStudentBody will begin immediately upon signing and go until December 15, 2012. Beginning December 15, 2012 Hazelden shall assume 100% responsibility of all operations related to MyStudentBody including, but not limited to, sales, marketing, user support, application hosting, site maintenance, legal, and financial operations. Between signing and December 15, 2012 Inflexxion and Hazelden will work closely to transfer knowledge and assets.

Key Milestones For MyStudentBody Transition Period

Date	Task	Notes
Wk of Oct 1	Signing of Asset Purchase Agreement & Master Services Agreement	
Week after signing	Communications plan to announce acquisition to customers, prospects, and general public	This will be a coordinated effort between Inflexxion and Hazelden
Oct 10	Finalize scope document for the "cleaned-up" version of MyStudentBody which will release Nov1.	This will be a coordinated effort between Inflexxion and Hazelden.
Nov 1	Hazelden will have infrastructure ready for MyStudentBody application. This includes acquisition and configuration by Hazelden of all hardware and software will be required by MyStudentBody application	Inflexxion has provided specifications and documentation to aid in development of appropriate environment
Nov 1	Inflexxion will release the current version of MyStudentBody into the Hazelden QA or Development environment.	The scope of work for this version is being determined by Inflexxion and Hazelden.
Nov 1	Training related to application for technical staff begins in Hazelden environment	
Nov 1	Hazelden to begin working on changes needed to reflect changes in ownership	Inflexxion will assist in this work as part of the training
Nov 5	Endo Educational Grant Application will be submitted for MyStudentBody and Drugs4Real	This will be a coordinated effort between Inflexxion and Hazelden

Nov 15	Hazelden will set up their Oracle system to be ready for acceptance of Salesforce data; Inflexxion to provide Salesforce data	At the end of the transition plan the "delta" of the Salesforce Database will be transferred.
ASAP	Sales Training begins	This could begin earlier if appropriate Hazelden resources are identified
Dec 5-10	Hazelden to release MyStudentBody on their Live environment. This is often referred to as the "cut over"	Inflexxion can assist with deployment as the final step of technical training
Dec 15	Hazelden to assume all operations related to MyStudentBody	

Application Technical Support

Inflexxion will provide technical support to Hazelden for the MyStudentBody application during the transition period. This includes assistance with troubleshooting related to application functionality, identification of application bugs and development of fixes for those bugs, and general assistance to Hazelden in working with the My Student Body application, the Ektron content management system, and the underlying database. Support will include resolution of all issues related to My Student Body to ensure that all application functionality present or represented to be present at the time of purchase by Hazelden operates correctly. After the transition period support will be available for an additional fee governed by the Master Services Agreement and related Statements of Work.

Target for cut over to Hazelden Infrastructure

Inflexxion will confirm in writing when the final cut over is complete and this final cut over will constitute final implementation of the MyStudentBody software for purposes of the Asset Purchase Agreement.

If Inflexxion is unable to proceed with the final cut over of the software to the Hazelden infrastructure by December 15, 2012 as a result of Hazelden's failure to perform its obligations in connection with this Transition Plan, Inflexxion may, at the Hazelden's discretion and with 30 days prior written notice, continue to host and operate the MyStudentBody software on behalf of Hazelden at Hazelden's expense through March 31, 2013 at a rate of \$35,000 per month.

In order to meet the March 31, 2013 deadline Hazelden's infrastructure must be in place no later than February 15, 2013. Any additional services required from Inflexxion by Hazelden such as Sales and Marketing support will be included in a separate Statement of Work and priced accordingly, depending upon the level of effort requested.

APPENDIX

Team Listing

Hazelden: Corporate team:

Kris Van-Hoof Haines, Exec Director Media Ventures
Ann Bray, VP Strategic Initiatives and General Counsel
Nick Motu, Publisher and VP Marketing and Communications
Jim Blaha, CFO
Mark Cummings, Finance
Sue Thomas, Business Development
Rich Friedeman, Information Technology

Responsibilities:

- Due diligence items
 - Purchase and master service agreements
-

Hazelden Core Team:

Carol Nagele-Vitalis, business development
Kris Van-hoof Haines, media ventures
Roxanne Vold, sales and marketing
Allison Vandenberg, marketing
Mark Cummings, finance
Sue Thomas, business development

Responsibilities:

- Leads and supports the development of the Business Plan
 - Transition Plan
-

Hazelden Transition Team:

Kris Van-Hoof, project sponsor
Carol Nagele-Vitalis, project management
Sue Thomas, content management
Roxanne Vold, sales
Alison Vandenberg, marketing
Rich Friedeman, IT
Sue Swanson, IT
Mark Cummings, Finance
Lenny Peterson, Operations
Kaci Vold, Operations

Responsibilities:

- Work together with the Inflexxion team to map out the successful transition of the MSB product over to Hazelden.

Inflexxion Senior Leadership Team

The Senior Leadership Team, in cooperation with the Hazelden Corporate and Core teams will be responsible for the purchase and master services agreement and will oversee all strategic and business relationships with Hazelden.

- Simon Budman, CEO
- Andrea Licari, COO
- Deb Ryley, Vice President - Technology
- Mike Waldron, VP of Sales & Marketing
- Thomas J. Moore, CFO
- Steven Butler, CSO

Note: Emil Chiauzzi & Al Villapiano will not be working with the MyStudentBody transition although they are critical member of the Senior leadership team for other projects between Hazelden and Inflexxion.

Inflexxion Project / Transition Team

The Project / Transition team will be the feet on the ground for the collection of the due diligence materials as well as through the transition phase. They will be the most knowledgeable about the intricacies of the operations and web application.

NOTE: Amanda Hemm will be the primary point of contact. Please direct communications through Amanda or at least CC her.

- Amanda Hemm, Product manager
- Tyler Achilles, Product coordinator
- Holly Lyng, Account Executive
- Amy Cavender, Implementation
- Lara Cameron, Director of Marketing
- Aviva Schwartz, Content
- Jeff Vogel, Dir. Of Software
- Allen Xu, Product Architect
- Jay Longley, Director of IT
- Ahmed Elghonamy, DBA
- Andy Troderman, Finance

Detailed Task List

There is a working document that both teams are using to coordinate the tasks needed to complete the MyStudentBody transition. This document is updated at least weekly as work progresses and tasks are more clearly defined. This list was last updated September 26, 2012.

Schedule	Aug	Sept	Oct	Nov	Dec	Jan	Responsible
Task							
Marketing							
Communication plan							
Prepare for launch							
FAQs and Key messages written		15-Sep					Inflexxion
Prior marketing and sales plans shared	13-Aug						Inflexxion
Transition meetings between marketing and communications staff	31-Aug						Hazelden and Inflexxion
Prepare to add Hazelden to site brand and information					31-Dec		Hazelden and Inflexxion
Firm up marketing and communications plan		15-Sep					Hazelden
Create CMS page at hazelden.org/bookstore					31-Dec		Hazelden
Update MSB Style Guide		15-Sep					Inflexxion
Remove Inflexxion branding from collateral soft copies					31-Dec		
Send collateral, conference materials, and handouts							Inflexxion
Determine how to position MSB & Hazelden in terms of NAVIPPRO							Inflexxion/Hazelden
Share letterhead and communication templates		15-Sep					Inflexxion
Existing Customer Transition							
Communication to Hazelden Leadership		late Sept					Hazelden
Communication to Board		late Sept					Hazelden
Sales Kit complete			Oct				Hazelden with information from Inflexxion
Sales and outreach training with sales kit distribution			Oct				Hazelden and Inflexxion
Call key stakeholders about transition				1-Nov			Inflexxion
Email existing clients about transition				1-Nov			Inflexxion
Email existing clients about transition				1-Nov			Hazelden
Article on Hazelden's Intranet				1-Nov			Hazelden
Public Launch							
Joint Press Release Sent		late Sept					Hazelden and Inflexxion
Pitch and Secure Media						2-Jan	Hazelden
Email Announcement to college and prevention lists						7-Jan	Hazelden
Mailer to college and prevention lists						7-Jan	Hazelden
Feature on bookstore home page						2-Jan	Hazelden
Feature in annual education catalog							Hazelden
Facebook and Twitter campaign						7-Jan	Hazelden
Hazelden Social Community Announcement						2-Jan	Hazelden

SEO Campaign launched					7-Jan	Hazelden
Webinar Presentation for new customer generation						Hazelden
Article in Recovery Matters newsletter to B2B and B2C audiences					Jan	Hazelden
Article in outreach newsletters					Jan	Hazelden
Sales						
Sales training				ASAP		Inflexxion and Hazelden
Share sales history & communications - electronic & hard copy	31-Aug					Inflexxion
Hire sales staff					ASAP	Hazelden
Sales Mgr orientation and training					15-Jan	Hazelden
Content management / development						
Finalize Content Inventory			5-Oct			Inflexxion
Identify/organize and transfer all Word Documents to Hazelden (articles, assessments, feedback, surveys, knowledge tests, other site text)			5-Oct			Inflexxion
Transfer all assets (videos, tools, lessons, etc) to Hazelden			5-Oct			Inflexxion
Content entry training (total of 8 -12 hrs)				15-Nov		Inflexxion/Hazelden
Review site and switch Inflexxion information for Hazelden information.					15-Dec	Inflexxion and Hazelden
Review site for any minor content changes. Make changes.					15-Dec	Hazelden
Train Hazelden staff in the use of Ektron.				15-Nov		Inflexxion
Practice using Ektron.					1-Jan	Hazelden
Transfer unused content on nutrition, stress, etc.			5-Oct			Inflexxion
Store the unused content for future use.			30-Oct			Hazelden
Create a content plan for My Student Bloggy for peer leaders/administrators.					15-Dec	Hazelden
Contract with Amy Cavender to implement content plan.					15-Dec	Hazelden
Create a Scope and Sequence document for MSB.					1-Jan	Hazelden
Create a funding toolkit for MSB.					1-Jan	Hazelden
Train new Prevention Product Manager on MSB and related research.					15-Dec	Hazelden
Work with Marketing to create a Webinar on MSB to launch product.					15-Jan	Hazelden
Technology						
Planning						
Contract with vendors to create hosting environment		30-Sep				Hazelden
Contract with Ektron		30-Sep				
Confirm hardware is available		30-Sep				Hazelden
Create scope statement for "cleaning up" site (flexible configurations, remove extraneous code, archive data prior to 12/15/10, etc)		30-Sep				Inflexxion

Make plan for shared libraries and assets– we may want to make mention of this in the legal agreements		30-Sep					Inflexxion
Determine what documentation is needed for maintenance & support		30-Sep					Inflexxion
Audit for other ways to isolate MSB from the rest of Inflexxion if needed		30-Sep					Inflexxion
Preparing Environment for MyStudentBody Application							
Execute "cleaning up" of site			20-Oct				Inflexxion
Prepare build for Hazelden			20-Oct				Inflexxion/Hazelden
Build Development, QA, Staging, and Live environments				1-Nov			
Develop Security plan							Hazelden
Determine backup and restore procedures?							Hazelden
Complete an analysis of the site to identify what needs to be changed upon transfer			1-Oct				Hazelden
Transfer of MyStudentBody Application							
Transfer Domain names to Hazelden					5-Dec		Inflexxion/Hazelden
Code Deployed on Hazelden Dev Environment ("Sandbox")				1-Nov			Inflexxion/Hazelden
Development work to configure MyStudentBody for Hazelden				1-Nov			Inflexxion/Hazelden
Extricate the guest pass form and tech support form from Salesforce				1-Nov			Inflexxion/Hazelden
Remove social media feed				1-Nov			Inflexxion/Hazelden
Replace Inflexxion logo with Hazelden / cobranding				1-Nov			Inflexxion/Hazelden
Change Contact Us and About Us pages				1-Nov			Inflexxion/Hazelden
Update terms of use and privacy policy				1-Nov			Inflexxion/Hazelden
SMTP will need to be configured				1-Nov			Inflexxion/Hazelden
Launch to Live the version of the site that Hazelden will receive and test					1-Dec		Inflexxion
Target window for actual cut over to Hazelden infrastructure					5-Dec		Inflexxion/Hazelden
Technical training for MyStudentBody Application							
Transfer and train on documentation needed for maintenance & support				15-Nov			
Logic workflows				15-Nov			Inflexxion
Use cases / Wireframes / Key pages				15-Nov			Inflexxion
QA Test Plans				15-Nov			Inflexxion
Datamart structure for reports				15-Nov			Inflexxion

Training - databases				15-Nov			
Training - codebase & architecture				15-Nov			
Training - Ektron				15-Nov			Inflexxion
Training - access the site as the Super User to run overall reports from the database, etc.				15-Nov			
IT Surrounding Application							
Plan for forwarding extensions related to MyStudentBody							Hazelden/Inflexxion
Need to account for @mystudentbody.com email addresses							Hazelden/Inflexxion
Misc Technology							
Send enhancements/bugs/roadmap to Sue	30-Aug						Inflexxion
Send reports from Colo center about server usage	30-Aug						Inflexxion
Support from Inflexxion during that transfer							
Google Analytics/Adwords need to be transferred							Inflexxion
Operations							
Legal							
All contracts received and signed	Done						Inflexxion/Hazelden
List all contracts that are not typical	30-Aug						Inflexxion
Review and revise, as needed, the Terms of Use and Privacy Policies				15-Nov			Hazelden
Review and revise, as needed, the Customer Contract templates				15-Nov			Hazelden
Scan all customer contracts into our OnBase system				15-Nov			Hazelden
Review and submit Ekron agreement for Renewal in November				1-Nov			Hazelden
Processes: SalesForce / Oracle / Order Placing							
Determine if Hazelden will be using Sales Force or if we will be manually entering all information into Oracle							
Transfer of Prospects and History							
Transfer of Customer Database and History from SalesForce							Inflexxion/Hazelden
Transfer the Salesforce customer database into our Oracle database							
Set up Subscription Pricing in Oracle--item numbers and discounts							Hazelden
Set up process for notice of new customer to be added into the system. Same as process for Olweus Subscriptions?							
Train staff on entering and managing customer information							
Train Hazelden Sales staff in on the order placement process							Hazelden
Train Hazelden Staff on technical support issues--inform of high volume periods, common customer inquiries.							Hazelden

Create new e-mail folder for Customer Inquiries, determine if we'd like to advertise a phone number on the site. Who will be the primary contact for sales? Who will be main backup?							Hazelden
Establish a refund policy.							Hazelden
Develop a Process Document for Sales Purchases							Hazelden
End user Support							
Send support volume report	15-Aug						Inflexxion
Training for front line support staff (Amy C continue to do this work?)							
Site Set Up / Customer Implementation							
Review and update SOPs related to things like setting up school codes; send NACS listing			5-Oct				Inflexxion
Create a Frequently Asked Questions document: operations					1-Dec		Inflexxion/Hazelden
Reporting							
Learn process for pharma reporting							
Finance Operations							
Determine how to account and manage revenue for customers who pay upfront and yearly			15-Oct				
Build a new Financial Model			15-Oct				
Work with Hazelden IT to change workflow for Services and how to schedule a ship date for a service item			15-Oct				
Determine discount of each customer, year and month in contract					15-Nov		Inflexxion; Hazelden
Determine outstanding amount Based on customer contracts					15-Nov		

EXHIBIT D

FUNCTIONAL SPECIFICATIONS FOR THE SOFTWARE

786611.9

TRADEMARK
REEL: 004990 FRAME: 0463



MyStudentBody Functional, Technical, and Operational Specifications

User Features

MyStudentBody is an online program that provides a comprehensive approach to reducing the risk of drug and alcohol abuse and sexual violence among college students. Through health education courses, self-assessment, tools, and strategies students learn how to minimize behavioral risks. The follow describes the core functionality of the program that is expected by customers.

Public Pages

The pages on MyStudentBody prior to logging into the site are called the public pages. The primary goal of the public pages is to convey marketing messages, contact information, and provide a location for users to log in.

Registration and user authentication

The key features for registration and user authentication include

- Registration – creation of account and collection of demographic information
 - The school code will indicate the permissions level as well as the school that this user is associated with.
There are permission levels for:
 - Students
 - Parents
 - Faculty/Staff
 - Administrators
 - Super administrators
 - Inflexxion Admin (TheAdmin)
 - Inflexxion Development (TheDev)
- Login for returning users
- Forgot password/reset password functionality

Student Overview

The primary reason a student comes to MyStudentBody is to take a course. There are currently three courses: Essentials, Student Conduct, and Wellness & Success (Community College). Each course consists of:

- Welcome video
- Module Selection
- Assessment with tailored feedback
- Pretest & results
- Course Content
- Post-test & results
- Outro video
- Survey
- Certificate of completion
- Follow-up assessment with automatic reminder emails

Additionally students may use the site to

- Take RateMySelf assessments
- Browse student center and advice content
- View certificate/Print certificate/send certificate
- View upcoming events
- View Campus Policies and resources

Administrator Overview

The administrator site on MyStudentBody gives campus administrators tools to help manage their implementation, student users, and report generation.

- Reports
 - Viewing, exporting & printing reports (see Data Management and Reporting Section)
- Manage Students
 - Look up student records
 - Edit some student information such as name or student ID
 - Reset Courses
 - Change User role
 - Bulk registration for students
 - Initiate reset password functionality
- Manage program settings
 - Set course requirements (passing score, # of attempts, select modules)
 - Customization: logo, messaging, resources, events, policies, polls, recommendations
- View and download materials to help implement the program on campus
- Connect to MyStudentBody using webservice to receive course completion information and to bulk register students

Parent Overview

MyStudentBody has a site for parents of incoming students. This site contains:

- Content (articles, lessons, tools, and videos)
- A downloadable guide
- Campus specific information (if customized by campus administrator)

Data management and reporting

What information does MyStudentBody collect?

During site set up, schools provide college characteristics (enrollment, athletics, residence options, degree types awarded, etc.), contact information for our primary contact and campus address. School administrator users can also customize the site with contact information for campus resources such as the health and counseling centers, university security, and hotlines.

MyStudentBody will collect personal data from website users at the time of registration, including names, e-mail addresses, password, school ID, demographic information, security questions and responses, and the last four digits of their social security numbers. Additionally assessment and survey responses and answers to knowledge tests are collected as users go through the course.

How does MyStudentBody use the data collected?

Registration data is used to:

- Enable the user to log into the site and retrieve password
- Identify the student within the course completion reports. Administrators will be able to see students' email address and name in conjunction with their scores on the knowledge tests and their course status (complete, in progress, pass, or fail).
- Demographic information may be used to segment data in the aggregate reports.
- Admins at your institution will **not** be able to connect personally identifiable information (name, email, school ID) with potentially sensitive data such as demographics or responses to surveys or assessments.

Assessment and Survey data is used to:

- Provide tailored motivational feedback to users. Only the user will be able to see their own feedback.
- Populate aggregate reports for administrators. No personally identifiable information will ever be connected with assessment and survey data in the reports.

How does the school use the data?

Schools use the data to:

- Validate completion of a course
- Evaluate traffic and usage of a site
- Create social marketing campaigns and support student programming
- Foster support from higher administrators or task forces

Data is shown to administrators through an online, self-service reporting feature that is built into MyStudentBody-Admin. The reports currently available through this are:

- | | |
|----|--------------------------------------|
| 1. | Course Completion Summary Report |
| 2. | Course Completion Detail Report |
| 3. | Traffic and Demographics Report |
| 4. | Alcohol and Drug Use Report |
| 5. | Alcohol Risk and Consequences Report |
| 6. | Social Norms and Perceptions Report |
| 7. | Student Conduct Report |
| 8. | Satisfaction Survey Report |

How is the data kept for individual schools?

All data collected in MyStudentBody is stored in common databases. There are not unique databases for each school. All data is identified by UserID and SchoolID. Using filters the program is able to segment data for a particular school. When schools run reports they will see data for users associated with their schools. Sharing data with other schools, organizations, or companies is only done as an aggregate value of all MyStudentBody data. For example, in reports we may compare drinking rates at a school compared to all MyStudentBody data. In this case your data would be part of the "all MyStudentBody" value.

Inflexion Administrator and Technical Support Tools

MyStudentBody has a number of internal tools that are used to manage the application and support the users:

- Internal reports generated by reporting services
 - Data reports for pulling data for pharmaceutical sponsors and others
 - Technical support report
 - Course completion information

- Password reset
 - Course reset
- Interface to set up new schools and edit existing accounts
 - School information
 - School codes
 - Start and End dates
 - Individual user look up

MyStudentBody Technical Specification

This section provides an overview of the specifications for the environment that is currently being used to host and operate the MyStudentBody website.

IT Environment

The IT environment currently consists of a primary web server (PLSHEWEB01), a secondary web server (PLSHEWEB02), a primary SQL server (PLSHESQL01) and a secondary SQL server (PLSHESQL02). Technical documentation regarding the physical specification and maintenance are detailed in the zip file Inflexion has provided to Hazelden entitled "PLSHEWEB01.zip".

Application

The following technologies are required for the MyStudentBody application

Microsoft .NET technologies:

- .NET framework 4.0
- ASP.NET 4.0
- Internet Information Services 7.0
- Workflow Foundation 3.5
- SQL Server 2008 R2
- SQL Reporting Service 10
- Linq2SQL

Third party Dependencies:

- Ektron 8.0.1 SP2
- Telerik Control dlls all in Global Assembly Cache (GAC)
 - RadAjax.Net2.dll – Version 1.8.1.0
 - RadCalendar.Net2.dll – Version 2.2.1.0
 - RadCalendar.Net2.dll – Version 2.0.2.0
 - RadChart.Net2.dll - Version 4.0.1.0
 - RadComboBox.Net2.dll – Version 2.8.4.0
 - RadComboBox.Net2.dll – Version 2.6.2.0
 - RadGrid.Net2.dll – Version 5.0.1.0
 - RadInput.Net2.dll – Version 2.1.1.0

- RadInput.Net2.dll – Version 1.5.2.0
- RadMenu.Net2.dll – Version 4.1.1.0
- RadRotator.Net2.dll – Version 2.5.1.0
- RadTabStrip.Net2.dll – Version 3.4.2.0
- RadToolBar.Net2.dll – Version 1.4.2.0
- RadTreeView.Net2.dll – Version 6.2.0.0
- RadTreeView.Net2.dll – Version 6.1.2.0
- RadWindow.Net2.dll – Version 1.9.1.0
- Telerik.Web.Design.dll – File Version 2009.2.701.35
- Telerik.Web.UI.dll - File Version 2009.2.701.35
- Twitterizer- version 2.1.1.0
 - Newtonsoft.Json.dll – Version 3.5
- JQuery – versions 1.6.2.min and 1.2.6.min
- FlowPlayer – Version 3.0
- SWFObject - V2.0

Inflexxion Common Libraries:

- Inflexxion.Security
- InflexxionLog4net
- RemoteSysInformation
- WebHelpers
- CallOnLoadAttribute
- Inflexxion.ManageConnectionStrings

Databases

The database is designed to use Microsoft SQL Server 2008 R2 or later. Using Microsoft SQL Server 2008 R2, the database instance is hosted in a virtual environment using VMWare . The data mart database name is MSBNET_DM. All objects in the database are associated with the dbo database schema. The database is hosted on the default file group, and the data and log files are hosted on separate partitions.

The database is mirrored using Microsoft SQL Server Database Mirroring with High Safety. The principal and the mirrored instances are hosted on separate SAN units.

MyStudentBody Operational Specification

This section provides an overview of the recurring operations that are needed to maintain the MyStudentBody website.

IT Environment

Server maintenance – Microsoft security patches are deployed by Microsoft each month. Inflexxion patches all servers on a rotating schedule throughout the month, deploying on development and staging servers before patching on production servers.

Each server is run on a virtual machine that is backed up nightly by Inflexxion Information Technology.

Application

The only maintenance the application requires is to have the app pool recycled daily. Currently we recycle the app pool at 3 AM.

Databases

Daily database maintenance is scheduled to run daily using SQL Agent. The maintenance job checks the database and objects integrity. Backup of virtual environment of the primary and secondary database servers is managed by Inflexion's IT department.

DISCLOSURE SCHEDULES

SCHEDULES
TO
ASSET PURCHASE AGREEMENT

These Schedules (the "Schedules") are delivered in connection with the execution of the Asset Purchase Agreement, dated as of October 11, 2012 (the "Purchase Agreement"), by and between Inflexxion, Inc., a Massachusetts corporation with a principal place of business at 320 Needham Street, Suite 100, Newton, MA 02464 ("Inflexxion"), and Hazelden Foundation, a nonprofit corporation with a principal place of business of 15251 Pleasant Valley Road, Center City, MN 55012, d/b/a Hazelden Publishing ("Hazelden"). Capitalized terms used in the Schedules and not otherwise defined herein shall have the respective meanings assigned to them in the Purchase Agreement.

Any information set forth in these Schedules that is not specifically required to be disclosed pursuant to the Agreement to which such section of these Schedules references or relates is provided for informational purposes only.

List of Schedules

Schedule 3.2	Absence of Restrictions and Conflicts
Schedule 3.3	Ownership
Schedule 3.5	Assumed Contracts
Schedule 3.7	Intellectual Property
Schedule 3.8	Open Source Technology
Schedule 3.9	Customer Relations
Schedule 5.2	Employees

Schedule 3.2

Absence of Restrictions and Conflicts

The execution, delivery and performance of this Agreement and Inflexxion Ancillary Documents, the consummation of the transactions contemplated by the Agreement and Inflexxion Ancillary Documents and the fulfillment of and compliance with the terms and conditions of the Agreement and Inflexxion Ancillary Documents conflict with the following Assumed Contracts, violate the following judgments or orders of a Governmental Authority or require the following consents or approvals of a Governmental Authority:

None.

Schedule 3.3
Ownership

The Assets are subject to the following Liens, and/or Inflexxion's rights in and to the Assets are subject to the following limitations:

The Assets include the Open Source Technology listed in Schedule 3.8. Except for the Open Source Technology, the Assets are not subject to any Liens.

Schedule 3.5
Assumed Contracts

Following is a complete and correct list of all Assumed Contracts which currently are outstanding and a complete and correct list of all consents or notices required to be obtained or given under the Assumed Contracts in connection with the Acquisition. Except as specifically indicated below, complete and correct copies of all Assumed Contracts have been delivered to Hazelden. Also set forth below with respect to the Assumed Contracts, is any existing default, or event of default, or event which with or without due notice or lapse of time or both would constitute a default or event of default, on the part of Inflexxion or, to the knowledge of Inflexxion, any other party thereto.

The following is a list of all the schools that have entered in to contracts with Inflexxion for the use of MyStudentBody as of the Execution Date. Copies of these contracts have been provided to Hazelden.

1. Agnes Scott College
2. Albion College
3. Austin College
4. Bowdoin College
5. Bridgewater State University
6. Butler University
7. California State University San Marcos
8. Canisius College
9. Carleton College
10. Coffeyville Community College
11. Colgate University
12. Concordia University Chicago
13. Dartmouth College
14. Denison University
15. DePauw University
16. Dominican College
17. East Central University
18. Elms College
19. Fashion Institute of Technology
20. Florida Gulf Coast University
21. Georgetown College
22. George Washington University
23. Georgia Institute of Technology
24. Georgia State University
25. Hamline University
26. Illinois Wesleyan University
27. Indiana State University
28. Indiana University Southeast
29. Ivy Tech Community College Sellersburg

30. Kennesaw State University
31. King's College
32. Lafayette College
33. Life University
34. Louisiana State University Baton Rouge
35. Massachusetts College of Liberal Arts
36. Massachusetts Maritime Academy
37. Middlebury College
38. Morrisville State College
39. National University of Ireland Galway
40. Neumann University
41. New Mexico Military Institute
42. Northwestern State University
43. Ohio Wesleyan University
44. Pepperdine University
45. Piedmont College
46. Pittsburgh Technical Institute
47. Rivier University
48. Saint Joseph's University
49. Saint Joseph College
50. Saint Olaf College
51. Saint Thomas Aquinas College
52. Salve Regina University
53. Shawnee State University
54. Shepherd University – They have given a verbal commitment and should be signing an updated contract shortly
55. Shorter University
56. Siena College
57. Skidmore College
58. Southeast Missouri State University
59. Southern Polytechnic State University
60. State University of New York Oswego
61. Stetson University
62. Stevenson University
63. The Boston Conservatory
64. Tufts University
65. United States Coast Guard Academy
66. University of California Santa Barbara
67. University of Georgia
68. University of Louisiana at Monroe
69. University of Massachusetts Amherst
70. University of Massachusetts Lowell
71. University of North Carolina Charlotte
72. University of San Diego
73. University of San Francisco
74. University of Tampa

75. University of Tennessee Chattanooga
76. University of the Cumberland
77. University of West Georgia
78. University of Wisconsin La Crosse
79. Wake Forest University
80. Warren Wilson College
81. Weber State University
82. Western Technical College
83. Western Wyoming Community College
84. Wilkes University
85. William Penn University

With respect to the foregoing contracts, there is not any existing default, or event of default, or event which with or without due notice or lapse of time or both would constitute a default or event of default, on the part of Inflexxion or, to the knowledge of Inflexxion, any other party thereto

Inflexxion has provided Hazelden with copies of the contracts with the following schools for MyStudentBody that will expire prior to the Closing Date. These customers have indicated they will not be renewing their contracts with Inflexxion:

1. Florida State University
2. Merrimack College
3. Salem State University
4. Sweet Briar College

There are a number of schools that will be participating in the MyStudentBody Community College Field Trial. As part of their field trial agreement with Inflexxion they will be able to use MyStudentBody on their campus for the Spring 2013 semester. These schools include:

1. Lone Star College North Harris
2. Middlesex Community College
3. Lewis and Clark Community College
4. University of Wisconsin Colleges
5. Arizona Western Community College
6. Wor-Wic Community College
7. Henderson Community College
8. Howard Community College
9. Carl Sandburg College
10. Prairie State College

There are no vendor contracts included in the Assumed Contracts.

Schedule 3.7

Intellectual Property

Following is a list of all Marks; Patents, and Registered Copyrights; each item of Intellectual Property that any third party owns, including any third party software that is integrated or otherwise used in the Software, and that Inflexxion uses pursuant to licenses, sublicenses, agreements, or permissions other than software commercially available at retail, and a description of any commissions, royalties, fees or otherwise that are payable to any owner, licensor or other claimant to any Intellectual Property, including any third party software that is integrated or otherwise used in the Software, for the ownership, transfer or use thereof.

See Schedule 3.8 regarding Open Source Technology that is included in the Assets.

MY STUDENT BODY

Word Mark
Goods and Services IC 044. US 100 101. G & S: Providing a web site featuring information in the field of health, namely, an interactive website on the global information network containing clinical information on alcohol abuse and addiction for college **students**. FIRST USE: 20020500. FIRST USE IN COMMERCE: 20020800

Mark Drawing Code (1) TYPED DRAWING

Serial Number 76442848

Filing Date August 16, 2002

Current Basis 1A

Original Filing Basis 1B

Published for Opposition April 8, 2003

Change In Registration CHANGE IN REGISTRATION HAS OCCURRED

Registration Number 2783020

Registration Date November 11, 2003

Owner (REGISTRANT) Inflexxion, Inc. CORPORATION MASSACHUSETTS 320 Needham Street, Suite 100 Newton MASSACHUSETTS 02464

Attorney of Record Zick Rubin, Esq.

Type of Mark SERVICE MARK

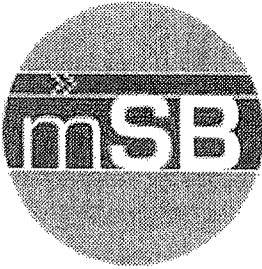
Register PRINCIPAL

Affidavit Text SECT 15. PARTIAL SECT 8 (6-YR).

Live/Dead Indicator LIVE

Word Mark	MSB
Goods and Services	IC 044. US 100 101. G & S: Providing a web site featuring information in the field of health, namely, an interactive website on the global information network containing clinical information on health and drug issues for college students. FIRST USE: 20020400. FIRST USE IN COMMERCE: 20021007
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	78360425
Filing Date	January 30, 2004
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	November 2, 2004
Registration Number	2920910
Registration Date	January 25, 2005
Owner	(REGISTRANT) Inflexxion, Inc. CORPORATION MASSACHUSETTS 320 Needham Street, Suite 100 Newton MASSACHUSETTS 02464
Attorney of Record	Zick Rubin
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

CANCELLATION PENDING; NO SECTION 8 DECLARATION OF CONTINUED USE FILED.



Word Mark MSB

Goods and Services IC 044. US 100 101. G & S: Providing a web site featuring information in the field of health, namely, an interactive website on the global information network containing clinical information on health and drug issues for college **students**. FIRST USE: 20040100. FIRST USE IN COMMERCE: 20040200

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 24.15.10 - Arrows, more than one; More than one arrow
24.15.25 - Other arrows
26.01.21 - Circles that are totally or partially shaded.

Serial Number 78413040

Filing Date May 4, 2004

Current Basis 1A

Original Filing Basis 1A

Published for Opposition May 24, 2005

Registration Number 2985287

Registration Date August 16, 2005

Owner (REGISTRANT) Inflexxion, Inc. CORPORATION MASSACHUSETTS 320 Needham Street, Suite 100 Newton MASSACHUSETTS 02464

Attorney of Record Zick Rubin

Description of Mark The color(s) gold, red, white and gray is/are claimed as a feature of the mark. The colors white appears in the letters, the colors gray and red appear in the horizontal band, and the color gold appears in the rest of the circle.

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

CANCELLATION PENDING; NO SECTION 8 DECLARATION OF CONTINUED USE FILED.

Word Mark DRUGS4REAL
Goods and Services IC 041. US 100 101 107. G & S: Interactive, multimedia alcohol and drug prevention education website. FIRST USE: 20070914. FIRST USE IN COMMERCE: 20070914
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Trademark Search Facility Classification Code NUM-4 The number 4 or the word Four SHAPES-MISC Miscellaneous shaped designs
Serial Number 78434503
Filing Date June 14, 2004
Current Basis 1A
Original Filing Basis 1B
Published for Opposition December 28, 2004
Registration Number 3442203
Registration Date June 3, 2008
Owner (REGISTRANT) Inflexxion, Inc. CORPORATION MASSACHUSETTS 320 Needham Street, Suite 100 Newton MASSACHUSETTS 02464
Attorney of Record Zick Rubin
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

COPYRIGHTS

Registration Number/Date: TX0005788453 / 2003-05-20
Title: MyStudentBody.com / Erick M. Pelton
Description: 1 v. + CD-ROM
Copyright Claimant: Inflexxion, Inc. (employer for hire)
Date of Creation: 2002
Date of Publication: 2002-08-08
Names: Pelton, Erik M.
Inflexxion, Inc.

URL's

Drugs4real.com

Mystudentbody.com

Mystudentbody.info

Mystudentbody.net

Mystudentbody.org

Schedule 3.8
Open Source Technology

Following is a complete and accurate list of all Open Source Technology that is incorporated into, integrated or bundled with, or otherwise used in the Software, and a description of the license terms (and version) under which such Open Source Technology is licensed.

Below are the Open Source products that are used in MyStudentBody with versions and license form, if it applies.

- JQuery, V 1.6.2, MIT/GPL Version 2 Licenses
- FlowPlayer, V 3.0, GNU GENERAL PUBLIC LICENSE
- GrayBox, V2.1, GNU LESSER GENERAL PUBLIC LICENSE
- Log4Net, V1.2, Apache License Version 2.0
- SWFObjec, V2.0, under MIT license
- Twitterizer, V2.1
- Google Analytics, Term of Service: <http://www.google.com/analytics/tos.html>

Below are the Open Source products that are used in Drugs4Real with versions and license form, if it applies.

- JQuery, V 1.4.2 MIT License
- Log4Net, V1.2, Apache License
- SWFObjec, V1.5 MIT license
- Google Analytics
- NHibernate 1.0 Licensed under LGPL
- Castle Project Dynamic Proxy Apache License

Schedule 3.9
Customer Relations

Following is a complete and accurate list, as of the Execution Date, of the names and addresses of the customers of Inflexxion who use or access the Sites. There are no paying customers for the Drugs4Real site. While there are a number of registered users of this site, Inflexxion does not collect names or addresses for these users.

Account Name	Primary Contact	Billing Street	Billing City	State	Zip
Agnes Scott College	Joy Griggs	141 East College Avenue	Decatur	GA	30330
Albion College	Ken Snyder	611 E. Porter St., KC 4835	Albion	MI	49224
Austin College	Julia Ridnour	900 N. Grand Avenue	Sherman	TX	75090
Bowdoin College	Meadow Davis	4675 College Station Health Services Tillinghast Hall 010	Brunswick	ME	04011
Bridgewater State University	Ann Doyle	4600 Sunset Ave.	Bridgewater	MA	02325
Butler University	Sarah Barnes Diaz	333 S. Twin Oaks Valley Rd	Indianapolis	IN	46278
California State University San Marcos	Jennie Goldman	2001 Main Street	San Marcos	CA	92096- 0001
Canisius College	Terri Magnione	1 North College Street	Buffalo	NY	14208
Carleton College	Marit Lysne	400 W. 11th St.	Northfield	MN	55057
Coffeyville Community College	Delia Northup	13 Oak Dr.	Coffeyville	KS	67337
Colgate University	Jane Jones	7400 Augusta Street	Hamilton	NY	13346
Concordia University Chicago	Andrew Pollom	Rope Ferry Rd.	River Forest	IL	60305
Dartmouth College	Brian Bowden	100 West College Street	Hanover	NH	03755
Denison University	Catherine Champagne	408 S. Locust Street, Suite 210	Granville	OH	43023
DePauw University	Julia Sutherland	470 Western Highway	Greencastle	IN	46135
Dominican College	Eileen Piccininni	1100 E. 14th St	Orangeburg,	NY	10962
East Central University	Holli Witherington	291 Springfield Street	Ada	OK	74820
Elms College	Jon Todd	210 West 27th Street	Chicopee	MA	01013- 2839
Fashion Institute of Technology	Karoline Stankiewicz	12101 FGCU Lake Parkway East	New York	NY	10001- 05992
Florida Gulf Coast University	Priya Thomas	400 East College Street	Fort Myers	FL	33965
Georgetown College	Mike Brown	2021 K Street NW, Suite 800	Georgetown	KY	40324
George Washington University			Washington	DC	20006
Georgia Institute of Technology	Tammy Turner	Student Health Promotion PO Box 3975	Atlanta	GA	30332
Georgia State University	Kevin Modgliin	1536 Hewitt Avenue	Atlanta	GA	30303
Hamline University	Heidi Faul	Counseling and Consultation Services, 1312 Park Street	St. Paul	MN	55104
Illinois Wesleyan University	Bob Rogers		Bloomington	IL	61701
Indiana State University	Aimee Janssen- Robinson	1775 Patriot Lane	Terre Haute	IN	47802

Indiana University Southeast Ivy Tech Community College Sellersburg	MeriBeth Adams-Wolf	4201 Grant Line Road	New Albany	IN	47150-06405
Kennesaw State University	MeriBeth Adams-Wolf	8204 Highway 311	Sellersburg	IN	47172
King's College	Terry Faust	1000 Chastain Road	Kennesaw	GA	30144
Lafayette College	Theresa DaKay	133 North River Street	Wilkes-Barre	PA	18711
Life University	Jeffrey Goldstein	107 Markle Hall	Easton	PA	18042
Louisiana State University Baton Rouge	Andre Clanton	1269 Barclay Circle	Marietta	GA	30060
Massachusetts College of Liberal Arts	Julie Hupperich	Suite 2, Infirmary Road	Baton Rouge	LA	70803
Massachusetts Maritime Academy	Emily Schiavoni	375 Church Street	North Adams	MA	01247
Middlebury College	Kathleen Shine-O'Brien	101 Academy Drive	Buzzards Bay	MA	02532
Morrisville State College	Augustus Jordan	Centeno House	Middlebury	VT	05753
National University of Ireland Galway	Shannon Wiley	P.O. Box 901 State Rte. 20	Morrisville	NY	13408
Neumann University	Cindy Dring	University Road	Galway	County Galway	
New Mexico Military Institute	Mike D'Angelo	1 Neumann Dr.	Aston	PA	19014
Northwestern State University	Daniel Musgrave	101 West College Blvd	Roswell	NM	88201
Ohio Wesleyan University	Frances Conine	College Avenue	Natchitoches	LA	71497
Pepperdine University	Jill Auxter	61 Sandusky St. Student Counseling Center 24255 Pacific Coast Highway	Delaware	OH	43015
Piedmont College	Robert Scholz		Malibu	CA	90263-04392
Pittsburgh Technical Institute	Kel Lee Cutrell	P.O. Box 10	Demorest	GA	30535
Rivier University	Nancy Feather	635 Smithfield Street	Pittsburgh	PA	15222
Saint Joseph's University	Pamela Graesser	420 Main Street	Nashua	NH	03060
Saint Joseph College	Katie Bean	5600 City Avenue	Philadelphia	PA	19131
Saint Olaf College	Beth Cocola	1678 Asylum Avenue	West Hartford	CT	06170
Saint Thomas Aquinas College	Pamela McDowell	1520 St. Olaf Avenue	Northfield	MN	55057
Salve Regina University	Dr. Muggeo	125 Route 340	Sparkill	NY	10976 02840-04192
Shawnee State University	Paul Cardoza	100 Ochre Point Avenue	Newport	RI	04192
Shepherd University	Linda Koenig	940 Second St.	Portsmouth	OH	45662
Shorter University	Barbara Byers	P.O. Box 5000	Shepherdstown	WV	25443
Siena College	Mary Shotwell Smith	315 Shorter Avenue	Rome	GA	30165
Skidmore College	Joy Galarneau	515 Loudon Road	Loudonville	NY	12211
Southeast Missouri State University	Jennifer McDonald	815 North Broadway	Saratoga Springs	NY	12831
Southern Polytechnic State University		One University Plaza 1100 South Marietta Parkway	Cape Girardeau	MO	63701
State University of New York Oswego	Kellie Blosser		Marietta	GA	30060
Stetson University	Pattie Miller	229 Sheldon Hall	Oswego	NY	13126
Stevenson University	Lynn Stadelman	421 N. Woodland Blvd 1525 Greenspring Valley Rd.	DeLand	FL	32723
The Boston Conservatory	Janine Bennett		Owings Mills	MD	21117
	Beth Grampetro	8 The Fenway	Boston	MA	02215

Tufts University	Ian Wong	124 Professors Row	Medford	MA	02155
United States Coast Guard Academy	Schon Russell	31 Mohegan Ave	New London	CT	06320
University of California Santa Barbara	Debbie Fleming	c/o Office of Student Life, 2201 SAASB	Santa Barbara	CA	93106-05010
University of Georgia	Deanna Walters		Athens	GA	30602
University of Louisiana at Monroe	Russell Hollis	700 University Avenue	Monroe	LA	71209
University of Massachusetts Amherst	April McNally	University Health Services 150 Infirmary Way	Amherst	MA	01003
University of Massachusetts Lowell	Annie Ciaraldi	1 University Ave	Lowell	MA	01854
University of North Carolina Charlotte	Angela Allen	9201 University City Blvd.	Charlotte	NC	28223
University of San Diego	Melissa Halter	5998 Alcalá Park 2130 Fulton Street, UC 309,	San Diego	CA	92110
University of San Francisco	Kamal Harb	140 Phalan Hall	San Francisco	CA	94117
University of Tampa	Gina Firth	401 W. Kennedy Blvd.	Tampa	FL	33606
University of Tennessee Chattanooga	Trisha Henderson	615 McCallie Avenue, University Center	Chattanooga	TN	37403
University of the Cumberland	Debbie Harp	7528 College Drive	Williamsburg	KY	40769
University of West Georgia	Ronald King	1600 Maple Street	Carrollton	GA	30118
University of Wisconsin La Crosse	John Palmer	112 Wilder Hall Counseling Center, 1725 State Street	La Crosse	WI	54601
Wake Forest University	Lavi Wilson	1834 Wake Forest Road	Winston-Salem	NC	27109
Warren Wilson College	Paul Perrine	P.O. Box 9000	Asheville	NC	28815
Weber State University	Hanalee Hawkins	1128 University Circle	Ogden	UT	84408
Western Technical College	Ge Vang	304 North Sixth Street	La Crosse	WI	54601
Western Wyoming Community College	Brett Zerger	PO Box 428	Rock Springs	WY	82901
Wilkes University	Melissa Gaudio	1015 Philadelphia Ave	Wilkes-Barre	PA	18766
William Penn University	Frank Sims	201 Trueblood Avenue	Oskaloosa	IA	52577

Schedule 5.2
Employees

In connection with the Acquisition, Hazelden may offer employment with Hazelden to the following employees of Inflexxion:

Amy Cavendar

Holly Lyng