

07-11-2003



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Form PTO-1594 (Rev. 10/02) 7-8-03
OMB No. 0651-0027 (exp. 6/30/2005)

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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Visiting Nurse Service of Greater Woonsocket, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

Execution Date: 07/28/1999

2. Name and address of receiving party(ies)

Name: Simione Central Holdings, Inc.

Internal

Address: _____

Street Address: 6600 Powers Ferry Road

City: Atlanta State: GA Zip: 30326

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2076854

Additional number(s) attached Yes No

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

Name: Scott E. Taylor

Internal Address: 2800 One Atlantic Center

Street Address: 1201 West Peachtree Street

City: Atlanta State: GA Zip: 30309-3450

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Scott E. Taylor

Name of Person Signing

Signature

6-12-03
Date

Total number of pages including cover sheet, attachments, and document: **9**

07/10/2003 ECOOPER 00000054 2076854

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40.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002775 FRAME: 0197

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated as of July 28, 1999, is made by and among Simone Central Holdings, Inc., a Delaware corporation ("Buyer") and Visiting Nurse Service of Greater Woonsocket, Inc. ("Seller"). Buyer and Seller are sometimes referred to herein collectively as the "Parties."

RECITALS

WHEREAS, Seller owns a business known as Outcomes Planner which consists of Outcomes Planner® software and materials constituting a system and various properties, assets and rights related to the Outcomes Planner® system and includes, in addition to utilizing the system for its own activities, licensing, selling and otherwise making such system and components thereof available to others; and which provides home care clinical path outcome measurement programs for management of diseases and other health care needs and deficiencies (the "Business"); and

WHEREAS, Seller desires to sell, convey, transfer, assign and deliver the Business and all of Seller's right, title and interest in and to such of Seller's assets as are used primarily in the Business to Buyer; and

WHEREAS, Buyer desires to acquire such Business and assets as are used primarily in the Business from Seller.

NOW, THEREFORE, in consideration of the foregoing premises, and the respective representations, warranties, covenants and agreements set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I

DEFINED TERMS

As used in this Agreement, and unless the context otherwise requires, capitalized terms shall have the meanings set forth below.

1.1 "AAA" shall have the meaning set forth in Section 8.5.

1.2 "Acquired Assets" shall have the meaning set forth in Section 2.1.

1.3 "Action" shall mean any action, suit, or legal, administrative or arbitral proceeding by or before any Governmental Authority.

1.4 "Affiliate" shall mean, with respect to any Person, the subsidiaries, officers, directors, shareholders and partners of such Person and any other Person which directly or indirectly controls, is controlled by or is under common control with such Person.

1.5 "Agreement" shall mean this Agreement and all Schedules and Exhibits hereto, as the same may from time to time be amended in accordance with Sections 6.1(i) and 12.9.

1.6 "Assumed Liabilities" shall have the meaning set forth in Section 2.3.

1.7 "Business" shall have the meaning set forth in the preamble.

1.8 "Buyer" shall have the meaning set forth in the preamble.

1.9 "Buyer Indemnities" shall have the meaning set forth in Section 8.1.

1.10 "Claim Notice" shall have the meaning set forth in Section 8.3(a).

1.11 "Closing" shall have the meaning set forth in Section 3.1.

1.12 "Closing Date" shall mean the date on which the Closing actually takes place.

1.13 "Code" shall mean the Internal Revenue Code of 1986 and all regulations promulgated thereunder, as the same have from time to time been amended through the Closing Date.

1.14 "Confidential Information" shall have the meaning set forth in Section 6.1(j).

1.15 "Consent" shall mean any consent, approval or authorization of, notice to, or designation, registration, declaration or filing with, any Person.

1.16 "Contract" shall mean any contract, lease, agreement, mortgage, license, commitment or understanding, written or oral, to which Seller is a party or to which Seller's properties or assets may be subject which involve or relate to the Business including, without limitation, the Customer Contracts, the Personal Property Leases and the Real Property Leases.

1.17 "Customer Accounts" shall mean all of Seller's customer accounts arising from or related to the Business.

1.18 "Customer Contracts" shall have the meaning set forth in Section 2.1(f).

1.19 "Governmental Authority" shall mean any federal, state, local or foreign government or any subdivision, agency, instrumentality, authority, department, commission, board or bureau thereof or any federal, state, local or foreign court or tribunal.

1.20 "Indemnified Party" shall have the meaning set forth in Section 8.3(a).

1.21 "Indemnifying Party" shall have the meaning set forth in Section 8.3(a).

1.22 "Intellectual Property" shall mean (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all rights to research and development, all innovations, all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (b) all trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (d) all mask works and all applications, registrations, and renewals in connection therewith; (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (f) all computer software (including source code, databases and related documentation); (g) all other proprietary rights relative to any of the foregoing; and (h) all copies and tangible embodiments thereof (in whatever form or medium).

1.23 "IRS" shall mean the Internal Revenue Service.

1.24 "Laws" shall mean all federal, state, local or foreign laws, ordinances, rules and regulations including, without limitation, Environmental Laws.

1.25 "Legal Claim" shall have the meaning set forth in Section 8.3(b).

1.26 "Lien" shall mean any mortgage, pledge, hypothecation, lien, security interest, financing statement, charge or other similar encumbrance.

1.27 "Losses" shall have the meaning set forth in Section 8.1.

1.28 "Order" shall mean any judgment, award, order, writ, injunction or decree issued by any Governmental Authority or by any arbitrator.

1.29 "Permits" shall mean all permits, licenses, approvals, franchises, notices, certifications or other authorizations or consents issued by any Governmental Authority.

1.30 "Permitted Encumbrances" shall mean (a) any liens or taxes, assessments or governmental charges or claims, the payment of which is not required at or prior to the Closing, and (b) statutory liens of landlords and liens of carriers, warehousemen, mechanics, materialmen and other liens imposed by law incurred in the ordinary course of business for sums not delinquent at or prior to the Closing.

1.31 "Person" shall mean any individual, partnership, joint venture, association, limited liability company, corporation, trust, unincorporated organization, Governmental Authority, or other entity.

1.32 "Purchase Price" shall have the meaning set forth in Section 2.5.

1.33 "Regulatory Agreements" shall mean all Contracts with Governmental Authorities relating to the Business to which Seller is a party or which are otherwise binding upon the Seller or to which the Acquired Assets are subject.

1.34 "Restricted Business" shall mean any Person engaged in any activity similar or related to the Business.

1.35 "Retained Liabilities" shall have the meaning set forth in Section 2.4.

1.36 "Seller" shall have the meaning set forth in the preamble.

1.37 "Seller Indemnities" shall have the meaning set forth in Section 8.2.

ARTICLE II

PURCHASE AND SALE OF ASSETS

2.1 Assets to be Purchased by Buyer. Upon the terms and conditions of this Agreement, at the Closing, Seller shall and does hereby sell, convey, transfer, assign and deliver to Buyer, and Buyer shall and does hereby purchase from Seller, all of Seller's right, title and interest in and to the following assets if such are used primarily in the Business (and such limiting phrase shall likewise limit all provisions of this Agreement describing the assets notwithstanding any words or phrases which might mean or imply a different meaning; provided, however, that any assets listed herein or on a schedule hereto are all used primarily in the Business) (collectively, the "Acquired Assets"):

a) Tangible Personal Property. The machinery, operating equipment and supplies, office equipment and supplies, furniture, computer hardware and software and other tangible personal property owned by Seller on the Closing Date used in or relating to the Business listed on Schedule 2.1(a) hereto;

b) Leased Tangible Personal Property. All rights and incidents of interest of Seller in and to (i) the leases relating to tangible personal property leased by Seller from third parties and used in or relating to the Business, including, without limitation, those listed on Schedule 2.1(b) hereto (the "Personal Property Leases"), and (ii) the tangible personal property leased pursuant thereto (the "Leased Personal Property");

c) OMITTED;

d) Inventory. All of the finished goods, current and good purchased parts, all forms, diagrams, flowcharts and documents constituting the printed version of the

Outcomes Planner, and all notes, annotations, and correspondence relating thereto, and all tests, studies, documentation and data supporting the accuracy and efficacy of the Outcomes Planner owned by Seller on the Closing Date used in or relating to the Business, including, without limitation, those items which are set forth on Schedule 2.1(d) hereto;

e) Work in Progress. All work in progress, including, without limitation, work in progress which has not yet been billed to a customer, owned by Seller on the Closing Date relating to the Business which are set forth on Schedule 2.1(e) hereto;

f) Customer Accounts. All of Seller's right, title and interest in and to (i) its Customer Accounts, including, without limitation, the accounts listed on Schedule 2.1(f) hereto, and (ii) the outstanding Contracts and files relating to the Customer Accounts (the "Customer Contracts");

g) Intellectual Property. All of Seller's right, title and interest in and to the Intellectual Property, including, without limitation, the intellectual property listed on Schedule 2.1 (g) hereto;

h) Governmental Permits. All Permits issued or granted to Seller by any Governmental Authority relating to the Business, including, without limitation, the Permits listed on Schedule 2.1(h) hereto;

i) Records and Lists. All books, files, documents, sales literature, customer and prospect lists, customer records, operating records, employee personnel files, computer programs, instructions, trade booths, advertising materials, dealer and distributor lists, RFP responses and other records of Seller used in or relating to the Business or relating to the Acquired Assets, but such records shall in all events exclude any such records specifically created by Seller in the course of using the Outcomes Planner® system or materials or the like in Seller's own primary health care business;

j) Going Concern Value and Goodwill. The value of the Business as a going concern and the business' goodwill;

k) Rights to Recovery. Any unbilled costs and fees, accounts, notes and other receivables and claims, causes of action, choses in action, rights of recovery, rights of set off and rights of recoupment relating to the Business as of the Closing, including without limitation all causes of action and rights of recovery against any third party for infringement of the Intellectual Property;

l) Contractual Rights. All of Seller's right, title and interest in and to the Contracts not previously set forth under this Section 2.1, including, without limitation, the distributor agreements and other Contracts listed on Schedule 2.1(l) hereto;

Pages 5 through 24 intentionally omitted

12.13 Interpretation. Should any provision of this Agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties, directly or through their agents, have participated in the preparation hereof.

12.14 Bulk Sales Law. Buyer waives compliance with any applicable "bulk sales law" or similar law by Seller, and Seller shall indemnify and hold Buyer harmless against any liability under any such law and any Losses resulting from non-compliance therewith or Seller's application of the proceeds of the transactions contemplated by this Agreement.

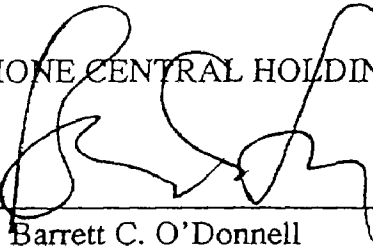
12.15 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first above written.

BUYER

SIMIONE CENTRAL HOLDINGS, INC.

By:



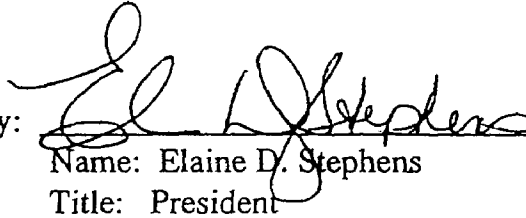
Barrett C. O'Donnell

President and Chief Executive Officer

SELLER

VISITING NURSE SERVICE OF GREATER WOONSOCKET,
INC.

By:



Name: Elaine D. Stephens

Title: President

SCHEDULE 4.14

Intellectual Property:

**Service Mark Registered 7/8/97 with United States Patent and Trademark
Office**

Registration No. 2,076,854

See Schedule 2.1(g) Seller claims all intellectual property rights thereto.