

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARESTEPS.COM, INC., d/b/a AXONAL HEALTH SOLUTIONS, INC.		04/30/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	American Healthways, Inc.
Street Address:	3841 Green Hills Village Drive
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37215
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2340915	AXONAL HEALTH SOLUTIONS
Registration Number:	2332461	HEALTHAUGUR
Registration Number:	2340914	MEDICAL MANAGEMENT IQ

CORRESPONDENCE DATA	
Fax Number:	(615)742-0410
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	615-742-7760
Email:	trademarks@bassberry.com
Correspondent Name:	Robert L. Brewer
Address Line 1:	315 Deaderick Street
Address Line 2:	Suite 2700
Address Line 4:	Nashville, TENNESSEE 37238

ATTORNEY DOCKET NUMBER:	011211-235
-------------------------	------------

NAME OF SUBMITTER:	Robert L. Brewer
--------------------	------------------

CH \$90.00 2340915

Total Attachments: 5

source=assignment#page1.tif

source=assignment#page2.tif

source=assignment#page3.tif

source=assignment#page4.tif

source=assignment#page5.tif

AGREEMENT AND PLAN OF MERGER

among

AMERICAN HEALTHWAYS, INC.,
C-STEPS ACQUISITION COMPANY

and

CARESTEPS.COM, INC.

Dated as of April 30, 2001

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement"), is dated as of the 30th day of April, 2001, by and among AMERICAN HEALTHWAYS, INC., a Delaware corporation ("American Healthways"), C-STEPS ACQUISITION COMPANY, a newly formed Delaware corporation and wholly owned subsidiary of American Healthways ("Merger Sub"), and CARESTEPS.COM, INC., a Delaware corporation ("CareSteps").

RECITALS

A. The Boards of Directors of American Healthways and CareSteps each have determined that a business combination between American Healthways and CareSteps is in the best interests of their respective companies and shareholders and accordingly have agreed to effect the merger provided for herein upon the terms and subject to the conditions set forth herein.

B. American Healthways, Merger Sub and CareSteps desire to make certain representations, warranties and agreements in connection with the merger.

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE 1. THE MERGER

1.1 *The Merger.* Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.3), Merger Sub shall be merged with and into CareSteps in accordance with this Agreement and the separate corporate existence of Merger Sub shall thereupon cease (the "Merger"). CareSteps shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation") and shall be a wholly owned subsidiary of American Healthways. The Merger shall have the effects specified in Section 259 of the Delaware General Corporation Law ("DGCL").

1.2 *The Closing.* Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") shall take place (a) at the offices of Bass, Berry & Sims, 315 Deaderick Street, Suite 2700, Nashville, Tennessee, at 9:00 a.m., local time, on the first business day immediately following the day on which the last to be fulfilled or waived of the conditions set forth in Article 7 shall be fulfilled or waived in accordance herewith or (b) at such other time, date or place as American Healthways and CareSteps may agree, but in any case, such date shall not be later than June 1, 2001, provided that the conditions set forth in Article 7 shall have been fulfilled or waived in accordance herewith. The date on which the Closing occurs is hereinafter referred to as the "Closing Date."

1.3 *Effective Time.* If all the conditions to the Merger set forth in Article 7 shall have been fulfilled or waived in accordance herewith and this Agreement shall not have been terminated as provided in Article 8, the parties hereto shall cause a certificate of merger meeting the requirements of the relevant provisions of the DGCL to be properly executed and filed in accordance with such provisions on the Closing Date. The merger shall become effective at the time of filing of the certificate of merger or at such later time which the parties hereto shall have agreed upon and designated in such filing as the effective time of the Merger (the "Effective Time"). Each of the parties will use its best efforts to cause the Merger to be consummated as soon as practicable following the fulfillment or waiver of the conditions in Article 7.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

ATTEST:

AMERICAN HEALTHWAYS, INC.

By: *Annette Suggs*

By: *Thomas G. Cigarran*
Name: Thomas G. Cigarran
Title: President

ATTEST:

C-STEPS ACQUISITION COMPANY

By: *Annette Suggs*

By: *Henry D. Herr*
Name: Henry D. Herr
Title: Vice President + Secretary

ATTEST:

CARESTEPS.COM, INC.

By: _____

By: _____
Name: _____
Title: _____

2185012.8

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

ATTEST: AMERICAN HEALTHWAYS, INC.

By: _____

By: _____
Name: Thomas G. Cigarran
Title: President

ATTEST: C-STEPS ACQUISITION COMPANY

By: _____

By: _____
Name: _____
Title: _____

ATTEST: CARESTEPS.COM, INC.

By: Karen S. Gulski

By: _____
Name: Jeffrey S. Ruz
Title: CEO

2185012.8

- (d) None.
- (e) Employment Agreement between CareSteps.com, Inc. and Eric Gadelmann, dated March 8, 2000.
Employment Agreement between CareSteps.com, Inc. and Jeffrey Rice, dated December 7, 1999.
Employment Agreement between CareSteps.com, Inc. and Mark Ridinger, dated December 7, 1999.
CareSteps has development agreements with ACS in the form of a Letter Agreement dated June 27, 2000, Master Network Services Agreement and an ongoing services agreement (Service Agreement Number 1: Web Hosting Services) dated September 29, 2000 (signed November 2, 2000). See also Disclosure Letter sections 4.18(a)(iii) and 4.9(b).
CareSteps has a development and service relationship with Navigant Consulting/Peterson consulting under a verbal agreement. Navigant provides programming support on an 'as needed' basis to CareSteps for hourly billing rates.
- (f) Please see attached Exhibit A for a list of CareSteps contracts.

Section 4.18(a)
CareSteps Proprietary Assets

- (i)
- Patent: Jeffrey Rice and Mark Ridinger filed a patent application entitled Interactive Information Service for Providing Patient-Specific, Best Medical Practices Information on September 9, 1999. Patent Application No.: 09/393026.
 - Trademarks:
 - United States Trademark #2,340,915 for "Axonal Health Solutions" filed on April 12, 1999 and registration date of April 11, 2000. Serial Number 75682841.
 - United States Trademark #2,340,914 for "Medical Management IQ" filed on April 12, 1999 and registration date of April 11, 2000. Serial Number 75682840.
 - United States Trademark #2,332,461 for "HealthAugur" filed on April 12, 1999 and registration date of March 21, 2000. Serial Number 75682839.
- (ii) CareSteps holds unregistered United States copyrights on its CareSteps.com application content, including disease descriptions, medical best practice descriptions, and other CareSteps.com reports.