

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marie Savard		11/12/2004	INDIVIDUAL: UNITED STATES
Savard Systems, LLC		11/12/2004	Limited Liability Company: PENNSYLVANIA

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: 4		
Property Type	Number	Word Mark
Registration Number:	2267334	SAVARD SYSTEMS
Registration Number:	2267341	SAVARD SYSTEMS HEALTHRECORD
Registration Number:	2267339	HEALTH AT A GLANCE
Registration Number:	2542869	PATIENT POWER

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
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NAME OF SUBMITTER:

Robert L. Brewer

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into on the 12th of November, 2004 (the "Effective Date"), by and between Savard Systems, LLC, a Pennsylvania limited liability company ("Savard"), and Marie Savard, the sole member of Savard ("Member") (Savard and Member shall be referred to collectively as, the "Assignor") and American Healthways, Inc., a Delaware corporation ("Assignee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement, date as of the date hereof, by and between Assignor and Assignee (the "Agreement").

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, transfer, convey, assign, grant and deliver to Assignee, all right, title and interest in and to the Assets, including without limitation, the Savard System and all Intellectual Property (as defined below) associated with the Savard System or related thereto; and

WHEREAS, Assignor now desires to transfer all right, title and interest in and to the Savard System and any Intellectual Property rights associated therewith or related thereto to Assignee, including without limitation, the exclusive, unrestricted right to market, promote, service, maintain, license, sell, offer for sale, develop, and create derivative works based upon, the Savard System, and to otherwise use the Savard System throughout the world, and Assignee desires to acquire any and all of Assignor's right, title and interest in and to the Savard System and any and all Intellectual Property rights related thereto.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the foregoing premises and mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's worldwide right, title and interest in and to the Savard System and all patents, patent applications, registered and unregistered trademarks, trade names, service marks, and logos, registered and unregistered copyrights, technology, know-how, trade secrets, processes, formulas, techniques, works of authorship, moral rights, websites, domain names, and all other intellectual property related to, used in connection with or necessary in the operation of the Savard System, including without limitation those described on Exhibit A hereto (collectively, the "Intellectual Property"), together with the exclusive, unrestricted right to market, promote, service, maintain, develop and otherwise use the Savard System and the Intellectual Property in any and all fashions whatsoever throughout the world, the same to be held and enjoyed by Assignee, its successors and assigns as the same would have been held and enjoyed by the said Assignor had this Assignment not been made, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. This Assignment is not intended in any way to supersede, modify or qualify any provision of the Agreement.

3. From time to time, at Assignee's request, whether on or after the Effective Date and without further consideration, Assignor shall execute and deliver, or cause to be executed and delivered, such further instruments of conveyance, transfer and assignment as may be necessary to convey, transfer and assign the Savard System and all Intellectual Property rights related thereto.

4. This Assignment shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Delaware, without regard to the rules of conflicts of law that would require the application of the law of any other jurisdiction.

5. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

SAVARD SYSTEMS, LLC

By: [Signature]
Name: SAVARD Systems LLC
Title: founder

MEMBER:

[Signature]
Marie Savard

ASSIGNEE:

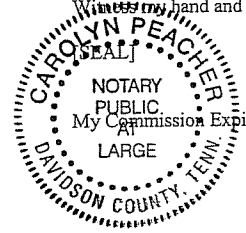
AMERICAN HEALTHWAYS, INC.

By: [Signature]
Name: Ben R. Ledde Jr.
Title: President and CEO

STATE OF Tennessee)
COUNTY OF Davidson) ss

On this 17th day of November, 2004, before me, CAROLYN PEACHER personally appeared Marie Savard + Ben Ledde of above mentioned company personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



[Signature]
Notary Public

My Commission Expires: 3-25-06

Exhibit A

SAVARD SYSTEM

All copyrights, service marks and trademarks (including *Patient Power*, *Savard Systems* and *Health-At-A-Glance*) and tradenames related to the health records maintenance system known as the "Savard System," including, without limitation, any and all rights (tangible or intangible, including copyrights) in any books, documentation, video, software, hardware and any other media (including any related inventory, records binders, and electronic files, forms, templates and databases) which comprise any portion of, or are otherwise related to, the Savard System (including, without limitation, *How to Save Your Own Life* (subject to the qualification below), *The Savard Health Record*, the *Emergency Health Wallet Card*, the *Savard Z-card*, and the Savard System "stickers" for doctor files), including any rights to use, sublicense, distribute and reproduce the foregoing and to receive or charge royalties related thereto.

Notwithstanding the foregoing, the copyrights and associated rights in and to *How to Save Your Own Life* previously licensed to Warner Books, Inc. shall not be part of the Intellectual Property assigned at the Effective Time, but shall nonetheless be deemed to be included as part of the Intellectual Property assigned under this Assignment and the Agreement effective immediately upon the reversion of the Member's rights granted under section 1 of that certain Agreement dated May 6, 1999, as amended from time to time, by and between Warner Books, Inc. and Member.