

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
HLTH Domain Corporation		11/16/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Emdeon Business Services LLC		
Street Address:	One Century Place		
Internal Address:	26 Century Blvd.		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37214		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78678813	EMDEON	
Serial Number:	78959930	EMDEON SPECTRUM	
CORRESPONDENCE DATA			
Fax Number:	(949)823-6994		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(949) 760-9600		
Email:	kgodfrey@omm.com		
Correspondent Name:	O'MELVENY & MYERS LLP (K. Godfrey)		
Address Line 1:	610 Newport Center Drive, 17th Floor		
Address Line 4:	Newport Beach, CALIFORNIA 92660-6429		
ATTORNEY DOCKET NUMBER:	911,997-999		
NAME OF SUBMITTER:	Kristin M. Godfrey		
Signature:	/kmg/		

CH \$65.00 78678813

Date:

02/16/2007

Total Attachments: 5

source=EXECUTION COPY#page1.tif

source=EXECUTION COPY#page2.tif

source=EXECUTION COPY#page3.tif

source=EXECUTION COPY#page4.tif

source=EXECUTION COPY#page5.tif

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made this 16th day of November, 2006 by and between HLTH Domain Corporation ("Assignor"), a Delaware corporation and wholly owned subsidiary of Emdeon Corporation ("Parent"), a Delaware corporation, and Emdeon Business Services LLC ("Assignee"), a Delaware limited liability corporation.

Each of Assignor and Assignee is hereinafter referred to as a "Party," and collectively, as the "Parties."

RECITALS

WHEREAS, Assignor is the owner of the trademark registrations and applications listed on Schedule I hereto (hereinafter referred to as the "Marks") and has a bona fide intent to use the Marks in connection with the goods and services provided by the portion of Assignor's and Parent's business to which the Marks pertain; and

WHEREAS, pursuant to the terms, conditions and provisions of the Amended and Restated Agreement and Plan of Merger, dated as of November 15, 2006, by and between, *inter alios*, Parent and Assignee (the "Agreement and Plan of Merger"), Assignor has agreed to assign and transfer to Assignee and Assignee desires to acquire all of Assignor's right, title and interest in and to the Marks, including any and all goodwill associated therewith, along with the portion of Assignor's business to which the Marks pertain, and Assignee has a bona fide intent to use the Marks in connection with the goods and services provided by the acquired portion of Assignor's and Parent's business to which the Marks pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Based on and subject to the terms and conditions set forth in this Agreement and the Agreement and Plan of Merger, Assignor does hereby assign, convey, transfer and deliver to Assignee, and its successors, assigns and legal representatives or nominees, Assignor's entire right, title and interest, for all countries, jurisdictions and political entities of the world, in and to the Marks, including, but not limited to, all benefits, privileges, causes of action, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) sue for past, present, and, future infringement and to collect damages therefor, and (c) grant licenses or other interests to and in all of the Marks. The foregoing includes, and Assignor does hereby assign, convey, transfer, and deliver to Assignee, any and all goodwill symbolized by and/or associated with the Marks.

2. Assignor agrees that upon request it will, at any time without charge to Assignee, sign all papers, take all rightful oaths, and do all acts which may be necessary to vest title to the Marks in Assignee, or, at the expense of Assignee, in its successors, assigns and legal representatives or nominees, including, but not limited to, any acts which may be necessary to claim said rights in the United States.

3. Except as set forth in the Agreement and Plan of Merger, Assignor hereby disclaims all representations and warranties concerning the Marks.

4. This Agreement shall be governed and construed in accordance with the Agreement and Plan of Merger.

5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties will have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

HLTH DOMAIN CORPORATION

By: 

Name: Kevin M. Cameron

Title: Chief Executive Officer

EMDEON BUSINESS SERVICES LLC

By: _____

Name:

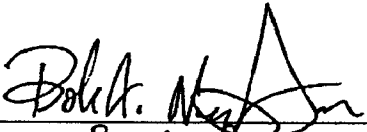
Title:

IN WITNESS WHEREOF, the Parties will have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

HLTH DOMAIN CORPORATION

By: _____
Name: Kevin M. Cameron
Title: Chief Executive Officer

EMDEON BUSINESS SERVICES LLC

By: 
Name: BOB A. NEWPORT, JR.
Title: CFO

SCHEDULE I

TRADEMARKS AND SERVICE MARKS

Country	Mark	Int'l Class	Appl. No.	Filing Date	Reg. No.	Reg. Date	Owner
United States	EMDEON	9, 35, 36	78/678,813	7/26/2005			HLTH Domain Corporation
United States	EMDEON SPECTRUM	35	78/959,930	8/24/2006			HLTH Domain Corporation