

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
Carescience, Inc.		03/30/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Premier, Inc.		
Street Address:	2320 Cascade Pointe Boulevard		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28208		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3224683	CARESCIENCE	
Registration Number:	3336973	CARESCIENCE	
Registration Number:	3246850	CARESCIENCE	
Registration Number:	3576869	SELECT PRACTICE	
CORRESPONDENCE DATA			
Fax Number:	(704)805-5069		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-343-2042		
Email:	jhunter@mcguirewoods.com		
Correspondent Name:	Jayne Conway Hunter		
Address Line 1:	201 NORTH TRYON STREET		
Address Line 2:	BOX 26		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	PREMIER		
NAME OF SUBMITTER:	Jayne Conway Hunter		

OP \$115.00 3224683

Signature:	/Jayne Conway Hunter/
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Date:	03/12/2009
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Total Attachments: 12
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STOCK PURCHASE AGREEMENT

between

QUOVADX, INC.,

CARESCIENCE, INC.

and

PREMIER, INC.

Dated as of March 30, 2007

STOCK PURCHASE AGREEMENT

This **STOCK PURCHASE AGREEMENT** (this "Agreement"), dated as of March 30, 2007, between Quovadx, Inc., a Delaware corporation ("Seller"), CareScience, Inc., a Pennsylvania corporation ("Company"), and Premier, Inc., a Delaware corporation ("Purchaser") (Seller, Company and Purchaser, individually hereinafter referred to as "Party" and collectively hereinafter referred to as the "Parties").

WITNESSETH:

WHEREAS, Seller presently owns all of the capital stock of Company;

WHEREAS, Seller desires to sell all of the shares of the common stock of Company, no par value (the "Common Stock"), owned by it (collectively, the "Shares"), and Purchaser desires to purchase such Shares, all as more specifically provided herein so that Purchaser will become the owner of all of the issued and outstanding capital stock of Company on a fully diluted basis; and

WHEREAS, certain terms used in this Agreement are defined in Article XI;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF SHARES; CONSIDERATION

1.1 Purchase and Sale of Shares.

On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall purchase from Seller, and Seller shall sell, transfer, assign, convey and deliver to Purchaser all of the Shares owned by Seller to Purchaser, free and clear of all Encumbrances. At Closing, Seller shall deliver to Purchaser the certificates representing the Shares owned by Seller, duly endorsed (or accompanied by duly executed stock powers) for transfer to Purchaser.

1.2 Consideration.

The aggregate consideration for the Shares shall be an amount in cash equal to Thirty-Four Million and No/100 Dollars (\$34,000,000) subject to adjustment as provided in Section 1.4 (the "Purchase Price").

1.3 Payment of Purchase Price and Other Amounts.

On the Closing Date, Purchaser shall:

(a) pay to Seller by wire transfer to an account designated by Seller an amount of One Million Twenty-Five Thousand Seven Hundred Fifteen and No/100 Dollars (\$1,025,715), which amount shall be used by Seller to pay certain Employee Liabilities owing

governed in whole or in part by Sections 355 or 361 of the Code or (B) engaged in any reportable transaction within the meaning of Sections 6111 and 6112 of the Code and Treasury Regulation 1.6011-4(b)(i).

(o) Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (A) change in method of accounting for a taxable period ending on or prior to the Closing Date; (B) "closing agreements" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-United States income Tax law) executed on or prior to the Closing Date; (C) installment sale or open transaction disposition made on or prior to the Closing Date; or (D) prepaid amount received on or prior to the Closing Date.

(p) The net operating losses of Company as of December 31, 2006 are as set forth on Schedule 3.15(p) (the "Company NOLs"), of which Seller and/or Company will not use any Company NOLs in connection with its operations for any period after January 1, 2007.

(q) Schedule 3.15(q) lists each jurisdiction where Company or Seller (on behalf of Company or otherwise on account of the Business) filed (or plans to file) any Tax Return for taxable years ended 2004, 2005 and 2006, indicates what type of Tax Return was filed (or is planned to be filed) in each such jurisdiction, and describes what type of Tax was paid (or is planned to be paid) in each such jurisdiction. No other Tax Returns are required to be filed in any other jurisdiction by Company or Seller on account of the Business.

3.16 Environmental Matters.

Each of Seller (but only with respect to the Business) and Company has materially complied and is in material compliance with all Environmental Laws. Except as would not reasonably be expected to result in material Liability under Environmental Laws, to Company's Knowledge, there has been no Release of Hazardous Materials at, on, under or from the properties set forth in Schedule 3.10(a). Company has delivered to Purchaser copies of any non-privileged environmental reports, studies, analyses, tests, or monitoring in Company's possession pertaining to the environmental condition of the properties listed in Schedule 3.10(a) or concerning Company's compliance with Environmental Laws. Neither Company nor Seller has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled or released any Hazardous Materials in a manner that has given or is reasonably expected to give rise to any material Liability, including without limitation, pursuant to any Environmental Laws. Neither Company, Seller or, to Company's Knowledge, any of its predecessors, has assumed the Liabilities of any Person relating to Hazardous Materials or any Environmental Laws.

3.17 Intellectual Property.

(a) Schedule 3.17(a) sets forth a list of all Intellectual Property that is material to or otherwise necessary for the operation of the Business (collectively, the "Business Intellectual Property"). Company owns, or will own as of the Closing Date, and has, or will have as of the Closing Date, good title to, or a valid license to, each item of Business Intellectual Property, free and clear of all Encumbrances other than Permitted Encumbrances. With respect to each item of Business Intellectual Property, Schedule 3.17(a) sets forth (i) the nature of the

Business Intellectual Property (e.g., patent, trademark, software, etc.), (ii) whether the Business Intellectual Property is owned or licensed by Seller, Company or another Person, (iii) if licensed, the name of the licensor and a reference to the license agreement, (iv) with respect to Business Intellectual Property that is owned by Company, whether the Business Intellectual Property is registered or if an application for registration has been filed, and (v) if registered or an application for registration has been filed, the jurisdiction where such Business Intellectual Property is registered or filed, and the registration or other number assigned by the jurisdiction for such registration or filing.

(b) Neither Seller, Company or any other Seller Affiliate has licensed, sub-licensed or otherwise granted any Person the right to use any of the Business Intellectual Property, except for licenses, subscriptions or similar rights granted in the Ordinary Course of Business.

(c) To Company's Knowledge, all Secret Information material to the Business is documented and such documentation is sufficient in detail and content to identify and explain it and to allow its use without reliance on the knowledge or memory of any individual. Seller and Company have taken reasonable precautions to protect the secrecy, confidentiality and value of all Secret Information. Except as would not have a Material Adverse Effect, all Employees and Former Employees with responsibility for the development or implementation of Intellectual Property for Seller or Company have executed written agreements with Seller or Company that (i) assign to Seller or Company all rights to any inventions, improvements or discoveries arising from their services for Seller or Company and (ii) require the Employee or Former Employee, as applicable, to maintain the confidentiality of the Secret Information and to use the same only for the benefit of the Business (collectively, the "NDA/Inventions Agreements"). All NDA/Inventions Agreements will be transferred to Company prior to Closing.

(d) With respect to the Business Intellectual Property that is owned by Company and that has been registered or for which an application for registration has been filed (collectively, the "Registered Intellectual Property"), no registration relating thereto has lapsed, expired, been abandoned or canceled, or, to Company's Knowledge, is the subject of cancellation proceedings. None of the Registered Intellectual Property is subject to any maintenance fees, filings or other actions falling due within ninety (90) days after the Closing Date.

(e) Company owns or possesses adequate rights or enforceable licenses (free of Encumbrances other than Permitted Encumbrances) to use all Business Intellectual Property currently used by Company, or that is necessary for the operation of the Business.

(f) Company has not infringed on or misappropriated, and Company is not now infringing on or misappropriating, any Intellectual Property right belonging to any Person. No claim is pending or, to Company's Knowledge, threatened to the effect that any Business Intellectual Property is invalid or unenforceable or that Seller, Company or any other Seller Affiliate is infringing on or misappropriating (or has infringed on or misappropriated) any Intellectual Property rights of any Person. To Company's Knowledge, no Person is infringing upon or violating any of the Business Intellectual Property. To Company's Knowledge, no Person claims to have any Intellectual Property rights that interfere with any of the Business Intellectual Property.

(g) Seller and/or Company have taken reasonable steps to safeguard the information technology systems utilized in the operation of the Business, including the implementation of procedures to ensure that such information technology systems are free from disabling codes or instructions, timer, copy protection device, clock, counter or other limiting design or routing and any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," or other software routines or hardware components that in each case permit unauthorized access or the unauthorized disablement or unauthorized erasure of data or other software by a third party, and to date there have been no successful unauthorized intrusions or breaches of the security of the information technology systems used in the operation of the Business.

(h) Except for restrictions imposed by applicable Law or by any Contract with a customer or vendor of Company or Seller (but only with respect to the Business), or by other Company policy, Company has the right to sell, use and disclose to third parties all data in any databases used by Company or Seller (but only with respect to the Business) or otherwise possessed or controlled by Seller or Company.

(i) Schedule 3.17(i) lists the name of each Person (excluding employees of Company or of Seller) who has a copy of any source code to any of the Business Intellectual Property owned by Company or Seller (but only with respect to the Business). Schedule 3.17(i) also lists the name of each customer of the Business who has contractual rights to access any such source code upon the occurrence of certain events.

(j) Schedule 3.17(j) sets forth the following information for all Software used by the Company: (i) name of Software, (ii) number of licenses for each Software, (iii) expiration date for each Software license, and (iv) whether the Software license is held by Company or Seller.

3.18 Insurance.

(a) Schedule 3.18(a) sets forth a true and complete list of all material insurance policies held by Seller for the benefit of Company and sets forth the name of each insurer, amount of coverage, type of insurance, policy number and any material pending claims under such policies.

(b) For each policy of insurance required to be identified in Schedule 3.18(a), all premiums due with respect thereto are currently paid and neither Company nor Seller has received any written notice that such policy has been or shall be canceled or terminated or will not be renewed on substantially the same terms as are now in effect or the premium on such policy shall be materially increased on the renewal thereof other than general rate increases.


3.19 Customers and Vendors.

(a) Schedule 3.19(a) sets forth a complete and accurate list of the following information for each customer of the Business: (i) name of customer, (ii) revenue generated, by product and/or service, from each such customer for fiscal year 2005 and fiscal year 2006, (iii) the amount payable, by product and/or service, by such customer to Company pursuant to existing terms of such customer's Contract for fiscal years 2007, 2008, 2009, 2010, 2011 and

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

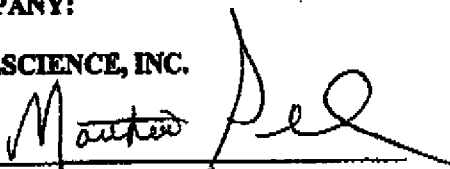
SELLER:

QUOVADX, INC.

By: 
Name: Harvey A. Wagner
Title: President and
Chief Executive Officer

COMPANY:

CARESCIENCE, INC.

By: 
Name: Matthew Pulliam
Title: Treasurer

PURCHASER:

PREMIER, INC.

By: _____
Name:
Title:

[Signature Page to Stock Purchase Agreement]

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

SELLER:

QUOVADX, INC.

By: _____

Name:

Title:

COMPANY:

CARESCIENCE, INC.

By: _____

Name:

Title:

PURCHASER:

PREMIER, INC.

By: Richard A. Norling

Name: Richard A. Norling

Title: CEO

**SCHEDULE 3.17(a)
to
STOCK PURCHASE AGREEMENT**

Intellectual Property; Business Intellectual Property

1. Company has registered the following trademarks.

Mark	Country	Status	Registration Number	Class/Goods/ Services	Date of Registration
CARESCIENCE (and design)	U.S	Registered	2,534,223	<p><u>Int'l Class 35:</u> Computer services, namely, providing information on a global computer network in the areas of health care and clinical operations management.</p> <p><u>Int'l Class 41:</u> Educational services, namely, conducting classes, seminars, and conferences in the field of health care and clinical operations management.</p> <p><u>Int'l Class 42:</u> Providing an interactive computer database in the field of health care; providing temporary use of on-line non-downloadable software for use as an interactive query tool used by health care providers, including physicians, nurses and physician assistants, to obtain information about specific health conditions and treatments for use in clinical operations management; providing temporary use of on-line non-downloadable software for use as an interactive query tool used by consumers to obtain information about specific health conditions and treatments for use in clinical operations management; providing temporary use of on-line non-downloadable software for use as an interactive query tool used by hospital administrators and physicians to analyze internal databases relative to specific health conditions, treatments and outcomes for use in clinical operations management; providing temporary use of on-line non-downloadable software</p>	1-29-2002

				<p>for use as an interactive query tool used by hospital administrators and other health care professionals to obtain customized information and analyses utilizing public health care databases for use in clinical operations management; providing temporary use of on-line non-downloadable software for use as a gateway portal to link the user to interactive query tools, health care information services and educational resources for use in clinical operations management; providing temporary use of on-line non-downloadable software for use in creating a data index and allowing the user to obtain data from various distributed health care resources for use in clinical operations management. providing temporary use of on-line non-downloadable software for use by managers in the pharmaceutical and biotechnology industries and by hospital administrators to analyze clinical test site selection, drug development markets and opportunities, and formulary management for use in clinical operations management; providing temporary use of on-line non-downloadable software for use by health care professionals and health care organizations to collect, analyze and exchange data, evaluate third party vendors, and contract with other organizations and vendors for use in clinical operations management.</p>	
CARESCIENCE.COM	U.S	Registered	2,544,148	<p><u>Int'l Class 35:</u> Computer services, namely, providing information on a global computer network in the areas of health care and clinical operations.</p> <p><u>Int'l Class 41:</u> Educational services, namely, conducting classes, seminars, and</p>	3-5-2002

				<p>conferences in the field of health care and clinical operations management.</p> <p><u>Int'l Class 42:</u> Providing an interactive computer database in the fields of health care and clinical operations management information; providing temporary use of on-line non-downloadable software for use in clinical operations management.</p>	
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Note: Careleader and CareStandard were also registered trademarks but have been abandoned.

2. Registration is pending for the following trademarks.

Mark	Country	Status	Application Number	Class/Goods/ Services	Date of Application
CARESCIENCE	U.S	Registration Pending	78/841/953	<u>Int'l Class 35:</u> Computer services, namely, providing information on a global computer network in the area of clinical operations management; providing an interactive computer database in the field of clinical operations management information	3-21-2006
CARESCIENCE	U.S	Registration Pending	78/841/947	<u>Int'l Class 41:</u> Educational services, namely, conducting classes, seminars, and conferences in the field of health care and clinical operations management.	3-21-2006
CARESCIENCE	U.S	Registration Pending	78/841/955	<u>Int'l Class 42:</u> Providing an interactive computer database in the field of health care; providing temporary use of on-line non-downloadable software for use as an interactive query tool used by health care providers, including physicians, nurses and physician assistants, to obtain information about specific health conditions and treatments for use in clinical operations management; providing temporary use of on-line non-downloadable software for use as an interactive query tool used by consumers to obtain	3-21-2006

				<p>information about specific health conditions and treatments for use in clinical operations management; providing temporary use of on-line non-downloadable software for use as an interactive query tool used by hospital administrators and physicians to analyze internal databases relative to specific health conditions, treatments and outcomes for use in clinical operations management; providing temporary use of on-line non-downloadable software for use as an interactive query tool used by hospital administrators and other health care professionals to obtain customized information and analyses utilizing public health care databases for use in clinical operations management; providing temporary use of on-line non-downloadable software for use as a gateway portal to link the user to interactive query tools, health care information services and educational resources for use in clinical operations management; providing temporary use of on-line non-downloadable software for use in creating a data index and allowing the user to obtain data from various distributed health care resources for use in clinical operations management. providing temporary use of on-line non-downloadable software for use by managers in the pharmaceutical and biotechnology industries and by hospital administrators to analyze clinical test site selection, drug development markets and opportunities, and formulary management for use in clinical operations management; providing temporary use of on-line non-downloadable software for use by health care professionals and health care organizations to collect, analyze and exchange data, evaluate third party</p>	
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				vendors, and contract with other organizations and vendors for use in clinical operations management. Int'l Class 44: Providing an interactive computer database in the field of health care.	
CARESCIENCE SELECT PRACTICE QUALITY CARE LOGO	U.S.	Registration Pending	77/132,116	Class 35: Health care consulting services in the field of business practices, clinical processes, staff education, human resources, patient care and quality of service.	3-15-2007
CARESCIENCE SELECT PRACTICE QUALITY CARE LOGO	U.S.	Registration Pending	77/132,118	Class 41: Awards program in the field of recognizing health care providers for superior achievement in quality and patient care.	3-15-2007
CARESCIENCE SELECT PRACTICE QUALITY CARE LOGO	U.S.	Registration Pending	77/132,122	Class 42: Collecting, analyzing, summarizing, managing and reporting data and information for others in the field of health care quality and performance via local and global computer networks; database development and management services for others in the field of health care.	3-15-2007

3. Company has registered the following domain names.

Domain Name	Expiration	Registration
carescience.com	10-5-2009	http://www.networksolutions.com/whois/results.jsp?whoistoken=1
caducis.com	10-22-2009	http://www.networksolutions.com/whois/results.jsp?whoistoken=5
projectosier.com	9-27-2008	http://www.networksolutions.com/whois/results.jsp?whoistoken=8
carescript.com	10-5-2007	http://www.networksolutions.com/whois/results.jsp?whoistoken=14

4. See Schedule 3.5(c).

5. See Schedule 3.17(j).