PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Corporate Systems, Inc.	10/08/2004
PPL Holdings, LLC	10/08/2004

RECEIVING PARTY DATA

Name:	P2P Link, LLC	
Street Address:	308 Farmington Avenue	
City:	Farmington	
State/Country:	CONNECTICUT	
Postal Code:	06032	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	09506432

CORRESPONDENCE DATA

Fax Number: (615)744-5682

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 615-726-5682

kfrey@bakerdonelson.com Email:

Correspondent Name: Kelly L. Frey

211 Commerce Street, Suite 1000 Address Line 1: Nashville, TENNESSEE 37201 Address Line 4:

NAME OF SUBMITTER: 10/18/2004

Total Attachments: 19

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PATENT

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ASSIGNMENT OF PATENT/PATENT APPLICATION

This Assignment of Patent/Patent Application (the "Assignment") is made as of October 8, 2004 by Corporate Systems, Inc., a Nevada Corporation having a principal place of business at 1200 Corporate Systems Center, Amarillo, TX 79102 ("Assignor") and P2P Link LLC, a Delaware Limited Liability Company with an office at 308 Farmington Ave, Farmington, Connecticut 06032 ("Assignee").

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor hereby transfers, grants, conveys and assigns to Assignee all right, title and interest it may have in and to the patents and/or patent applications set forth on the attached Schedule 1, made a part of this Assignment, and (a) all income, royalties, damages and payments now and later due and payable with respect to the patents including, without limitation, damages and payments for past, present or future infringements and (b) the right to sue for past, present and future infringements. Assignor hereby authorizes and requests the Director of the US Patent and Trademark Office to issue any patents resulting from the patent application set out in attached Schedule 1, or any divisions, continuations or continuations-in-part, renewals, substitutes, reissues, or re-examinations thereof, to Assignee.

Assignor makes no representation or warranty with respect to the protectability from use by others of the patents, and Assignee, by its acceptance of this Assignment, acknowledges that his Assignment constitutes only a quitclaim of Assignor's rights, title and interest, if any, in and to the patents and contains no representation or warranty with respect to such right, title or interest.

Assignor covenants that it will execute any other documents and perform any other acts that may be necessary to fully vest in Assignee the rights conveyed by this Assignment. When information is brought by Assignee to Assignor's attention that others are infringing on the rights granted to Assignee under this Assignment, Assignor shall (at Assignee's cost and expense) cooperate with and assist Assignee in protecting those rights.

This Assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

Page 1 of 4

This Assignment shall be deemed to have been executed and delivered in the State of, and shall be governed by and construed in accordance with the internal laws, as opposed to rules governing conflicts of laws, of the State of
Dated as of the date first above appearing.
Corporate Systems, Inc.
By: Shary Miss Printed Name: Johnny Mize Title: President + CES
State of Texas County of Potter ss. (Town/City, Date)
On this, the 13th day of 5 potential, 2004, before me, 10 miles, who acknowledged himself to be the President of Corporate Systems, Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President,
In witness whereof I hereunto set my hand. EMILIE E DAVIS MY COMMISSION EXPIRES April 3, 2006 (Signature of Notary Public)
Notary Public Date Commission Expires:

ACCEPTANCE

The undersigned, P2P Link LLC, accepts the above Assignment of Patent/Patent Application.

P2P Link LLC

By: Many Beth C. Miller
Title: President

SCHEDULE 1

Worker's Compensation Information Processing System:

U.S. patent applications serial no. 09/506,432 International patent applications no. PCT/US01/05138

ASSIGNMENT OF PATENT/PATENT APPLICATION

This Assignment of Patent/Patent Application (the "Assignment") is made as of October 8, 2004 by PPL Holdings LLC, a Delaware Limited Liability Company with an office at 308 Farmington Ave, Farmington, Connecticut 06032 ("Assignor") and P2P Link LLC, a Delaware Limited Liability Company with an office at 308 Farmington Ave, Farmington, Connecticut 06032 ("Assignee").

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor hereby sells, transfers, grants, conveys and assigns to Assignee all right, title and interest it may have in and to the patents and/or patent applications set forth on the attached Schedule 1, made a part of this Assignment, and (a) all income, royalties, damages and payments now and later due and payable with respect to the patents including, without limitation, damages and payments for past, present or future infringements and (b) the right to sue for past, present and future infringements. Assignor hereby authorizes and requests the Director of the US Patent and Trademark Office to issue any patents resulting from the patent application set out in attached Schedule 1, or any divisions, continuations or continuations-in-part, renewals, substitutes, reissues, or re-examinations thereof, to Assignee.

Assignor makes no representation or warranty with respect to the protectability from use by others of the patents, and Assignee, by its acceptance of this Assignment, acknowledges that his Assignment constitutes only a quitclaim of Assignor's rights, title and interest, if any, in and to the patents and contains no representation or warranty with respect to such right, title or interest.

Assignor covenants that it will execute any other documents and perform any other acts that may be necessary to fully vest in Assignee the rights conveyed by this Assignment. When information is brought by Assignee to Assignor's attention that others are infringing on the rights granted to Assignee under this Assignment, Assignor shall (at Assignee's cost and expense) cooperate with and assist Assignee in protecting those rights.

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Page 1 of 4

This Assignment shall be deemed to have been executed and delivered in the State of Connecticut, and shall be governed by and construed in accordance with the internal laws, as opposed to rules governing conflicts of laws, of the State of Connecticut.

Dated as of the date first above appearing.

PPL Holdings LLC

Michael Frechette

President

State of Connecticut
County of Hankson

ss. (Town/City, Date)

On this, the 14 day of September, 2004, before me, Devel Quello the undersigned officer, personally appeared Michael Frechette, who acknowledged himself to be the President of PPL Holdings LLC, a limited liability company, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President.

In witness whereof I hereunto set my hand.

(Signature of Notary Public)

Commissioner of the Superior Court

Notary Public

Date Commission Expires:

BEVERLY A. DELILLA NOTARY PUBLIC MY COMMISSION EXPIRES NOV. 30, 2008

ACCEPTANCE

The undersigned, P2P Link LLC, accepts the above Assignment of Patent/Patent Application.

P2P Link LLC

By: Many Seth C. Miller
Title: President

SCHEDULE 1

Worker's Compensation Information Processing System:

U.S. patent applications serial no. 09/506,432 International patent applications no. PCT/US01/05138

LICENSE

This Agreement Effective as of the 8th day of October, 2004 by and between P2P Link LLC, a Delaware Limited Liability Company having a principle place of business at 308 Farmington Ave, Farmington, CT 06032 (referred to as "Licensor") and Corporate Systems, Inc., a Nevada corporation having a place of business at 1200 Corporate Systems Center, Amarillo, Texas 79120 (referred to as "Licensee").

RECITALS

Licensor is owner by assignment of even date herewith of that certain patent application relating to a Workers' Compensation Information Processing System, described in U.S. Patent Application for Letters Patent Serial No. 09/506,432, including any and all improvements and all issues, divisions, continuations, continuations-in-part, renewals, extensions, substitutes, reissues, or re-examinations thereof (hereinafter the "Licensed Patent").

GRANT OF LICENSE

Licensor grants to Licensee and its affiliates on the terms and conditions hereinafter stated a fully paid up, non-exclusive, non-transferable License (which License shall not be further sublicensed) to use the Licensed Patent throughout the United States of America, its territories, dependencies and possessions and in any countries for which it has applied for patent protection (the "Territory") for the full term of the Licensed Patent and any renewals or extensions thereof.

This grant of license is limited, such that Licensee shall not use the Patent in the development, sale, distribution or operation of an internet-based transaction hub that enables medical providers to securely transfer detailed medical billing data and supporting/related documentation with respect to workers compensation and/or auto injury in digital form by electronic means to third party claims payers for use in claims management and reimbursement decisions, or providing consulting services related to such a hub, of any kind, in any Manner within the Territory.

WARRANTIES

The Licensor makes no warranty of any kind whatsoever, either express or implied to Licensee and assumes no liability in respect of any infringement of Licensed Patent or other rights of third parties due to Licensee's operation under the license herein granted to Licensee, or as to the ability of Licensee to understand and utilize the Licensed Patent licensed hereunder. Licensee shall indemnify and shall hold Licensor harmless against and from any and all claims of third parties for damages or injury of any nature

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whatsoever, including but not limited to claims arising in connection with the Licensed Patent or the use, fulfillment, manufacturing, or sale of the products and services involving the Licensed Patent by Licensee, except for claims resulting from the negligence or willful misconduct of Licensor.

LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE LICENSED PATENT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In the event Licensee or any of its customers are charged with, or are actually sued for, infringement of a patent granted to a third party in the Territory by reason of the manufacture, use or sale of any products or services under this License, the Licensee shall promptly notify Licensor in writing of such claim or action with sufficient detail of the alleged infringement and provide copies of all relevant documents.

CONFIDENTIALITY

Licensor and Licensee acknowledge that each ("Confidant") may acquire the other's ("Discloser") proprietary, trade secret or confidential information, so identified in writing as confidential or which, from the circumstances, ought to be treated as confidential ("Confidential Information"). Confidant agrees to use its best efforts to limit access to Confidential Information to its employees. Furthermore, Confidant agrees to take steps, consistent with steps Confidant takes to protect its own confidential information, against unauthorized disclosure. Confidant's obligations hereunder shall not apply to any Confidential Information which is (i) otherwise publicly available through no fault of the Confidant, (ii) rightfully in Confidant's possession prior to disclosure hereunder, and is not under any confidentiality obligation, (iii) rightfully received from a third party, and is not under any confidentiality obligation, (iv) independently developed by Confidant, (v) disclosed with the written permission of Discloser, (vi) disclosed pursuant to a court order, (vii) revealed by inspection of any products or services sold incorporating the Patent, (viii) disclosed in any of the Patents that have issued or been published.

TERMINATION

In the event of any adjudication of bankruptcy, appointment of a receiver, assignment for the benefit of creditors, liquidation, or levy of execution directly involving Licensee, this Agreement shall thereupon terminate at the option of the Licensor.

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ASSIGNMENT

This Agreement and Licensee's and its affiliates' rights, duties, and obligations under the Agreement are not transferable, delegable or assignable by Licensee without the prior written consent of the Licensor. Any attempt by Licensee to transfer, delegate or assign the Agreement or any of its rights, duties or obligations under the Agreement without such prior consent is void.

NOTICES

Any notice or other communication required or permitted to be made or given to either party hereto pursuant to this Agreement shall be sent to such party by registered or certified mail postage prepaid, addressed to it at its address set forth below, or to such other address as it shall designate by written notice given to the other party, and shall be deemed to have been made, given or provided on the date of mailing. The addresses are as follows:

P2P LINK LLC Attention: Mary Beth C. Miller 308 Farmington Ave. Farmington, CT 06032 With a copy to:
Baker Donelson Bearman
Caldwell & Berkowitz PC
211 Commerce Street, Suite 1000
Nashville, TN 37201
Attention: Kelly L. Frey, Esquire

Corporate Systems, Inc. 1200 Corporate Systems Center Amarillo, Texas 79120 With a copy to:

MISCELLANEOUS

Subject to the terms and conditions of this License, Licensee, on behalf of itself and its affiliates, covenants and agrees not to (i) initiate, engage or assist in any proceeding to invalidate or render unenforceable any claim of the Licensed Patent and/or (ii) attempt to design around, reverse engineer or otherwise circumvent the claims of the Licensed Patent.

For purposes of this License, affiliate shall mean, with respect to each party, any corporation or other legal entity that directly or indirectly controls, is controlled by or is under common control with, the party, but only for so long as said control continues.

Nothing contained herein shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark or other designation of either party hereto (including any contraction, abbreviation or simulation of any of the foregoing); and each party hereto agrees not to use or refer to this Agreement or any provision thereof in any promotional activity associated with the licenses hereunder, without the express written approval of the other party.

A waiver of a breach or default under the Agreement shall not be a waiver of any other or subsequent breach or default. The failure or delay by either party in enforcing compliance with any term or condition of the Agreement shall not constitute a waiver of such term or condition unless such term or condition is expressly waived in writing.

This Agreement shall be exclusively governed by, and construed in accordance with, and the legal relations between the parties hereto shall be determined, in accordance with the law of the State of Connecticut, except that the Federal Laws of the United States of America shall apply to questions regarding the validity, infringement or enforceability of United States Patent rights relating in any way to this License. Any controversy or claim, including any action related to an arbitration award, arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

In the event of a breach or threatened breach by a party of any of the provisions of the Agreement, the other party, in addition to any other remedies available to it under law, shall be entitled to an injunction restraining the breaching party from the performance of acts that constitute a breach or threatened breach of the Agreement.

The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation hereof. If any section hereof is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such section in every other respect and the remainder hereof shall continue in effect so long as this

N KLF 475964 v2 2826129-000001 09/08/04 Agreement still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be either renegotiated or terminated.

This Agreement shall not be binding upon the parties until it has been signed hereinbelow by or on behalf of each party, in which event it shall be effective as of the date first above written. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed as aforesaid.

This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided herein.

The Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this Agreement on the date first above written.

P2P LINK LLC

By: Mand: Mary Beth C. Miller
Title: President

Corporate Systems, Inc.

By:
Name:
Title:

Agreement still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be either renegotiated or terminated.

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P2P LINK LLC

By:

Name: Mary Beth C. Miller

Title: President

Corporate Systems, Inc.

By:

Name: Johnny Mize

LICENSE

This Agreement Effective as of the 8th day of October, 2004 by and between P2P Link LLC, a Delaware Limited Liability Company having a principle place of business at 308 Farmington Ave, Farmington, CT 06032 (referred to as "Licensor") and PPL Holdings LLC, a Delaware Limited Liability Company having a place of business at Hartford Plaza, Hartford, Connecticut, 06115, (referred to as "Licensee").

RECITALS

Licensor is owner by assignment of even date herewith of that certain patent application relating to a Workers' Compensation Information Processing System, described in U.S. Patent Application for Letters Patent Serial No. 09/506,432, including any and all improvements and all issues, divisions, continuations, continuations-in-part, renewals, extensions, substitutes, reissues, or re-examinations thereof (hereinafter the "Licensed Patent").

GRANT OF LICENSE

Licensor grants to Licensee and its affiliates on the terms and conditions hereinafter stated a fully paid up, non-exclusive, non-transferable License (which License shall not be further sublicensed) to use the Licensed Patent throughout the United States of America, its territories, dependencies and possessions and in any countries for which it has applied for patent protection (the "Territory") for the full term of the Licensed Patent and any renewals or extensions thereof.

This grant of license is limited, such that Licensee shall not use the Patent in the development, sale, distribution or operation of an internet-based transaction hub that enables medical providers to securely transfer detailed medical billing data and supporting/related documentation with respect to workers compensation and/or auto injury in digital form by electronic means to third party claims payers for use in claims management and reimbursement decisions, or providing consulting services related to such a hub, of any kind, in any Manner within the Territory.

WARRANTIES

The Licensor makes no warranty of any kind whatsoever, either express or implied to Licensee and assumes no liability in respect of any infringement of Licensed Patent or other rights of third parties due to Licensee's operation under the license herein granted to Licensee, or as to the ability of Licensee to understand and utilize the Licensed Patent licensed hereunder. Licensee shall indemnify and shall hold Licensor harmless against and from any and all claims of third parties for damages or injury of any nature

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whatsoever, including but not limited to claims arising in connection with the Licensed Patent or the use, fulfillment, manufacturing, or sale of the products and services involving the Licensed Patent by Licensee, except for claims resulting from the negligence or willful misconduct of Licensor.

LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE LICENSED PATENT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In the event Licensee or any of its customers are charged with, or are actually sued for, infringement of a patent granted to a third party in the Territory by reason of the manufacture, use or sale of any products or services under this License, the Licensee shall promptly notify Licensor in writing of such claim or action with sufficient detail of the alleged infringement and provide copies of all relevant documents.

CONFIDENTIALITY

Licensor and Licensee acknowledge that each ("Confidant") may acquire the other's ("Discloser") proprietary, trade secret or confidential information, so identified in writing as confidential or which, from the circumstances, ought to be treated as confidential ("Confidential Information"). Confidant agrees to use its best efforts to limit access to Confidential Information to its employees. Furthermore, Confidant agrees to take steps, consistent with steps Confidant takes to protect its own confidential information, against unauthorized disclosure. Confidant's obligations hereunder shall not apply to any Confidential Information which is (i) otherwise publicly available through no fault of the Confidant, (ii) rightfully in Confidant's possession prior to disclosure hereunder, and is not under any confidentiality obligation, (iii) rightfully received from a third party, and is not under any confidentiality obligation, (iv) independently developed by Confidant, (v) disclosed with the written permission of Discloser, (vi) disclosed pursuant to a court order, (vii) revealed by inspection of any products or services sold incorporating the Patent, (viii) disclosed in any of the Patents that have issued or been published.

TERMINATION

In the event of any adjudication of bankruptcy, appointment of a receiver, assignment for the benefit of creditors, liquidation, or levy of execution directly involving Licensee, this Agreement shall thereupon terminate at the option of the Licensor.

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P2P LINK LLC

Attention: Mary Beth C. Miller

308 Farmington Ave.

Farmington, CT 06032

With a copy to:

Baker Donelson Bearman

Caldwell & Berkowitz PC

211 Commerce Street, Suite 1000

Nashville, TN 37201

Attention: Kelly L. Frey, Esquire

PPL Holdings LLC Attention: Mike Frechette Hartford Plaza

Hartford, Connecticut 06115

With a copy to:

Hartford Fire Insurance Company

Corporate Law Department

Ho-1-09

Hartford Plaza

Hartford, CT 06115

Attention: Rick Borden, Esquire

MISCELLANEOUS

Subject to the terms and conditions of this License, Licensee, on behalf of itself and its affiliates, covenants and agrees not to (i) initiate, engage or assist in any proceeding to invalidate or render unenforceable any claim of the Licensed Patent and/or (ii) attempt to design around, reverse engineer or otherwise circumvent the claims of the Licensed Patent.

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Nothing contained herein shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark or other designation of either party hereto (including any contraction, abbreviation or simulation of any of the foregoing); and each party hereto agrees not to use or refer to this Agreement or any provision thereof in any promotional activity associated with the licenses hereunder, without the express written approval of the other party.

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P2P LINK LLC

By:

Many Beth C. Miller

Title: President

PPL Holdings LLC

By:

ame: Michael Frechette

Title: President

RECORDED: 10/18/2004