

Docket No. C1151-7000

RECORDATION FORM COVER SHEET PATENTS ONLY

FORM PTO-1595 U.S. (modified)

DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Electronic Health Information, Inc.Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 13, 2002

2. Name and address of receiving party(ies)

Name: **ChartOne, LLC**

Internal Address:

Street Address: **31 North Washington Street, #5
North Attleboro, MA 02760**Additional name(s) & addresses(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No.(s) B. Patent No.(s)

09/589,647Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
Concerning document should be mailed:

Name: **Matthew B. Lowrie**
 Address: **Lowrie, Lando & Anastasi, LLP
 One Main Street, 11th Floor
 Cambridge, MA 02142**

6. Total number of applications and patents involved: **[1]**7. Total fee (37 CFR 3.41) **\$40.00**☐ Enclosed☒ Authorized to be charged to deposit accountThe Commissioner is authorized to charge any
deficiencies in the enclosed payment to:8. Deposit Account No: **50/2762**

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Matthew B. Lowrie

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **[9]**

Mail documents to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services
 Director of the U.S. Patent and Trademark Office
 PO Box 1450, Alexandria, VA 22313-1450**

700144614

**PATENT
 REEL: 015576 FRAME: 0817**

CH \$40.00 602762 09689647

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is dated June 13, 2002, by and among ChartOne, Inc., a Delaware corporation ("Buyer Parent"), ChartOne, LLC, a Delaware limited liability company ("Buyer"), Electronic Health Information, Inc., a Delaware corporation ("EHI"), Med-Cor Health Information Solutions, Inc., a California corporation ("Med-Cor"; EHI and Med-Cor are sometimes hereinafter referred to individually as a "Seller" and collectively as "Sellers") and William Del Biaggio III, an individual (the "Special Indemnitor").

RECITALS

WHEREAS, Sellers are engaged in the business of providing outsourcing services for the traditional and electronic release, fulfillment, tracking and delivery of patient medical records information to acute and ambulatory healthcare clients, insurance companies, governmental agencies and other requestors of information, providing skilled clerical labor for healthcare providers' medical records and business office to complete project-based work such as file room record purges, loose element filing, file room moves, and other clerical projects; providing traditional offsite storage, electronic management, electronic tracking and delivery of paper records (including patient medical records and other healthcare-related records); obtaining patient medical records (at the request of the patient) and maintaining the record electronically in a secure data center; photographing clients' medical records and returning copies to clients in microfilm form; imaging paper-based material for customers in the healthcare industries, storing this material on various computer servers located on customer sites or in company-managed data centers, and providing these customers and all other authorized users of this material, access to these records through secure LAN, WAN and thin client browser-enabled methods (the "Business");

WHEREAS, EHI owns all of the issued and outstanding capital stock of Med-Cor;

WHEREAS, each Seller desires to sell, and Buyer desires to purchase, the Assets (as hereinafter defined) for the consideration and on the terms set forth in this Agreement;

WHEREAS, in connection with such purchase and sale, Buyer Parent and Buyer have required that the Special Indemnitor make certain covenants and agreements as set forth herein to ensure the performance by Sellers of Sellers' indemnification obligations and certain other agreements contemplated herein; and

WHEREAS, the Special Indemnitor is a shareholder of EHI who beneficially owns 33.6% of the issued and outstanding capital stock of EHI.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

(iii) reference to any gender includes each other gender;

(iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(v) reference to any Legal Requirement means such Legal Requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Legal Requirement means that provision of such Legal Requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(vi) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(viii) "or" is used in the inclusive sense of "and/or";

(ix) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and

(x) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

(b) Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted and all accounting determinations hereunder shall be made in accordance with GAAP.

(c) Legal Representation of the Parties. This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

2. SALE AND TRANSFER OF ASSETS; CLOSING

2.1 ASSETS TO BE SOLD

Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, but effective as of the Effective Time, Sellers shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Sellers, free and clear of any Encumbrances (except for (i) Encumbrances with respect to any PBF Bank Indebtedness assumed by Buyer and (ii) Encumbrances with respect to equipment leases and capital leases assumed by Buyer), each Seller's respective right, title and interest in and to all of the following assets and properties (but excluding the Excluded Assets):

- (a) the Tangible Personal Property listed in Schedule 2.1(a);
- (b) the Accounts Receivable of the Business;
- (c) the Seller Contracts and accounts of customers of the Business, in each case, listed in Schedule 2.1(c);
- (d) all Governmental Authorizations and all pending applications therefor or renewals thereof listed in Section 3.14(d) of the Disclosure Letter, in each case to the extent transferable to Buyer;
- (e) all data and Records related to the operations of the Business, including client and customer lists and Records, referral sources, production reports and Records, equipment logs, operating guides and manuals, financial and accounting Records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and Records and, subject to Legal Requirements, copies of all personnel Records for Hired Active Employees;
- (f) all of the intangible rights and property of Sellers relating to the Business, including, Software listed on Schedule 2.1(f), the Intellectual Property Assets of the Business, including those listed in Section 3.22(d) of the Disclosure Letter and the domain name registration and URL for "www.ehealth.com," the web site and content thereof as of the Closing Date located at "www.ehealth.com" (other than the content thereof at the link captioned "Login to Electronic Record System" ("www.ehealth.com/login.asp") (the "Excluded Web Site Content")), and all goodwill associated with any of the foregoing and of the Business;
- (g) [intentionally omitted];
- (h) all rights of Sellers relating to accrued revenue, deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof listed on Schedule 2.1(h); and
- (i) the Lockbox no. 5396726 at Commerce Bank (the "Lockbox Account") and all deposits therein (the "Lockbox Deposits") at the Effective Time.

All of the property and assets to be transferred to Buyer hereunder are herein referred to collectively as the "Assets."

Notwithstanding the foregoing, the transfer of the Assets pursuant to this Agreement shall not include the assumption of any Liability related to the Assets unless Buyer expressly assumes that Liability pursuant to Section 2.4(a).

2.2 EXCLUDED ASSETS

Notwithstanding anything to the contrary contained in Section 2.1 or elsewhere in this Agreement, the following assets of Sellers (collectively, the "Excluded Assets") are not part of the sale and purchase contemplated hereunder, are excluded from the Assets and shall remain the property of Sellers after the Closing:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first
n above.

BUYER:

CHARTONE, LLC
a Delaware limited liability company

By: 

Name: George Hartog

Title: Manager

BUYER PARENT:

CHARTONE, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

SELLERS:

ELECTRONIC HEALTH INFORMATION, INC.
a Delaware corporation

By: _____

Name: _____

Title: _____

as have executed this Agreement as of the date first

BUYER:

CHARTONE, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

BUYER PARENT:

CHARTONE, INC.,
a Delaware corporation

By: 

Name: Brian D. Cahill

Title: CEO

SELLERS:

ELECTRONIC HEALTH INFORMATION, INC.
a Delaware corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BUYER:

CHARTONE, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

BUYER PARENT:

CHARTONE, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

SELLERS:

ELECTRONIC HEALTH INFORMATION, INC.
a Delaware corporation

By: _____

Name: CHARLES DEE URSIGN

Title: PRESIDENT

MED-COR HEALTH INFORMATION
SOLUTIONS, INC.
a California corporation

By: 

Name: CHARLES de G. O'JOHN

Title: PRESIDENT

SPECIAL INDEMNITOR:

By: _____

William Del Biaggio III

MED-COR HEALTH INFORMATION
SOLUTIONS, INC.
a California corporation


By: _____

Name: _____

Title: _____

SPECIAL INDEMNITOR:

By: _____


William Del Biaggio III