PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Order Granting Motion for Authority to Sell Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances (See Security Interest Recorded At Reel/Frame 012991/0288)

CONVEYING PARTY DATA

Name	Execution Date
Mayfield Associates Fund III	06/29/2004
Essex Woodlands Health Ventures IV, L.P.	06/29/2004
Mayfield VIII	06/29/2004
Iknow Trust II	06/29/2004
Donald Simborg	06/29/2004
Tyco International Finance Alpha GmbH	06/29/2004
Johnson & Johnson Development Corporation	06/29/2004
Unger-Luchsinger Family Trust D/T/D 12/19/90, The	06/29/2004

RECEIVING PARTY DATA

Name:	Iknowmed, Inc,
Street Address:	1608 Fourth Street, Suite 320
City:	Berkeley
State/Country:	CALIFORNIA
Postal Code:	94710

Name:	Iknowmed
Street Address:	1608 Fourth Street, Suite 320
City:	Berkeley
State/Country:	CALIFORNIA
Postal Code:	94710

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5950168

CORRESPONDENCE DATA

Fax Number:	(646)728-2841
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.	
Phone:	617.951.7000
Email:	tmfilings@fishneave.com
Correspondent Name:	Shreevani R. Suvarna
Address Line 1:	Ropes & Gray LLP
Address Line 2:	One International Place
Address Line 4:	Boston, MASSACHUSETTS 02110-2624

ATTORNEY DOCKET NUMBER:	8286-613-005
NAME OF SUBMITTER:	Shreevani R. Suvarna

Total Attachments: 11
source=IKnowMedSaleMotion#page1.tif
source=IKnowMedSaleMotion#page2.tif
source=IKnowMedSaleMotion#page3.tif
source=IKnowMedSaleMotion#page4.tif
source=IKnowMedSaleMotion#page5.tif
source=IKnowMedSaleMotion#page6.tif
source=IKnowMedSaleMotion#page7.tif
source=IKnowMedSaleMotion#page8.tif
source=IKnowMedSaleMotion#page9.tif
source=IKnowMedSaleMotion#page10.tif
source=IKnowMedSaleMotion#page11.tif

Douglas G. Boven (State Bar. No. 047493)
Katherine W. Wittenberg (State Bar. No. 184350)
REED SMITH LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111

Mailing Address:
P.O. Box 7936
San Francisco, CA 94120-7936

Telephone: 415.543.8700
Facsimile: 415.391.8269

Proposed Attorneys for Debtors and Debtors in Possession

ORIGINAL FILED
JUN 29 2004
U.S. BANKRUPTCY COURT
OAKLAND, CALIFORNIA

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

In re Iknowmed, a California corporation, Debtor.	No. 04-43279 T No. 04-43281 T Chapter 11 Jointly Administered
In re Iknowmed, Inc., a Delaware corporation, Debtor.	Date: June 29, 2004 Time: 9:00 a.m. Courtroom: 201

~~[PROPOSED]~~ ORDER (A) GRANTING MOTION FOR AUTHORITY TO SELL SUBSTANTIALLY ALL OF DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; AND FOR APPROVAL OF THE ASSUMPTION AND ASSIGNMENT OF CERTAIN LEASES AND EXECUTORY CONTRACTS; AND (B) ESTABLISHING CURE AMOUNTS RELATED TO ASSUMED AND ASSIGNED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

This day there came on for consideration Debtors' *Motion For Authority to Sell Substantially all of Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances and for Approval of the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* ("Sale Motion") filed by Iknowmed, a California corporation and Iknowmed, Inc., a Delaware corporation, debtors and debtors-in-possession (collectively, the "Debtors") pursuant to 11 U.S.C. Sections 105, 363, 365, 1107, 1108, and 1146 in the above, jointly administered Chapter 11 cases. The Court, being fully advised in the premises and having considered the Motion, the notice thereof, and the agreements reached among the parties, and all the objections thereto having been withdrawn or overruled, does hereby find as follows:

1. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and 11 U.S.C. §§ 105, 363, 365, 1107, 1108, and 1146, and the Standing Order of Reference in this District; this matter is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(B) and (M); proper, timely, adequate, and sufficient notice of the Motion (and the sale of substantially all of the assets of the Debtors anticipated therein), has been provided in accordance with the United States Bankruptcy Code (11 U.S.C. 28 U.S.C. § 101 *et seq.*) (the "Bankruptcy Code") and the Federal Rules of Bankruptcy Procedure, including Rules 2002, 6004, 6006 and 9014 and Orders of this Court including the Order Approving Bidding Cure Claim Procedures entered on June 17, 2004.

Based on the evidence presented, it appears that: (2-14) (applies to paras

2. No other or further notice of the Sale Motion or the entry of this Order is necessary.

3. A reasonable opportunity to object or to be heard regarding the requested relief, or to make a higher and better offer to acquire the Subject Assets[1] of the Debtors, as such Assets are described in the Sale Motion and the Asset Purchase Agreement ("APA" or "Purchase Agreement"), has been afforded to all interested persons and entities.[2]

---

[1] Capitalized terms not otherwise defined herein have the meaning ascribed thereto in the Sale Motion.

[2] To the extent of any inconsistency between the Motion and the APA, the APA as approved by this Order will control as to the Assets to be sold and the executory contracts and unexpired leases to be assumed and assigned.

4. The Sale Motion was duly and properly served on all required persons and entities, including all known parties claiming any interest in the Subject Assets (or any portion thereof) and parties to executory contracts and unexpired leases to be assumed and assigned, and any and all such parties in interest have received proper, timely, adequate, and sufficient notice of same under the circumstances or otherwise had actual notice of these proceedings. The Sale Motion and notice thereof provided adequate information in sufficient detail to allow creditors and parties-in-interest to make an informed decision regarding the merits of the sale and the assumptions and assignments proposed therein.

5. The offer of U.S. Oncology, Inc. or its nominee ("Buyer") to purchase the Subject Assets pursuant to the APA is the highest and best offer received by the Selling for the Subject Assets after a period of active solicitation and negotiation by the Debtors to sell the Subject Assets.

6. The Debtors have full corporate power and authority to consummate the transactions contemplated by the APA. No consents or approval other than those expressly provided for in the APA are required for the Debtors to consummate the contemplated transactions.

7. The APA is the result of arm's-length, good-faith negotiations between the Debtors and Buyer. Buyer is a purchaser acting in good faith, as that term is utilized in Section 363(m) of the Bankruptcy Code, and is not an insider, as that term is defined in Section 101(30) of the Bankruptcy Code. Buyer has no common shareholders with the Debtors. A sale to USON will not be a merger or continuation of the Debtors' businesses.

8. Buyer is a ready, willing and financially capable buyer for the Subject Assets and is able to consummate the purchase of the Subject Assets. The transaction is for cash, with no financing contingencies. Buyer is financially capable of consummating the APA and satisfying all future obligations under the executory contracts and unexpired leases to be assumed and assigned. Buyer has provided adequate assurance of future performance, and the executory contracts and unexpired leases may be assumed and assigned.

9. The provisions of the Bankruptcy Code, including, without limitation, the provisions of sections 363(b), 363(f) and 365 of the Bankruptcy Code, have been complied with as to the proposed sale and the Subject Assets and the assumption and assignment of the executory contracts and unexpired leases proposed in the Sale Motion.

10. The Debtors have advanced sound business reasons for seeking to sell the Subject Assets outside of the ordinary course of business, including reasons for the sale of the Subject Assets as a whole, rather than sale of portions thereof to different persons, and it is a reasonable exercise of the Debtors' business judgment to enter into the sale of the Subject Assets as defined in the APA and to take all additional actions necessary or required to execute, deliver and perform their obligations under the APA and the terms, conditions and provisions of this Order. Moreover, good cause exists for selling the Subject Assets by way of motion rather than through a plan of reorganization or liquidation since, among other reasons, the delays associated with a disclosure statement and plan may jeopardize the proposed sale to Buyer. The proposed sale outside of a plan context is warranted in this case in that the proposed sale does not restrict any creditors' rights to vote on a plan, does not dictate any terms of any future plan, does not provide for the release of claims by any party, and does not restrict any other party from pursuing any causes of action it may have against the Debtors. Under the proposed sale, the Debtors have no obligations to prepare a plan meeting certain terms and conditions. Moreover, any creditor or party-in-interest may still have an opportunity to object to any plan.

11. The total consideration to be realized by the Debtors pursuant to the Sale Motion and APA is fair and reasonable, and the transactions contemplated by the Sale Motion and the APA are in the best interest of the Debtors' estates.

12. A valid business purpose therefore exists for the approval of the transactions proposed in the Motion and contemplated by the APA pursuant to section 363(b), 363(f) and 365 of the Bankruptcy Code.

13. In the absence of a stay pending appeal, the Debtors and Buyer will be acting in good faith pursuant to section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the APA immediately upon entry of this Order, and in all events, no later than

to the extent the holders have received notice of this motion

the Closing Date set forth in the APA, or at such other time as the Debtors and Buyer may mutually agree in accordance with the APA (the "Closing").

14. The proposed sale to Buyer at Closing will be a legal, valid and effective transfer of the Subject Assets for reasonably equivalent value and fair consideration. Upon Closing, Buyer will acquire all of the Assets free and clear of all mortgages, liens, assessments, claims, encumbrances, obligations, liabilities, contractual commitments, taxes, charges, claims (including tort and product liability claims), warranty claims, interest, damages, and other interests or matter of any kind or nature that could be asserted against a purchaser of assets or assets, except as otherwise stated in the APA (collectively, "Interests"). ~~Buyer shall not be subject to any liability~~, by reason of the purchase under any state, ~~territorial or federal law, including liability for any matter relating to the Subject Assets as a~~ successor transferee.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

A. The Sale Motion should be, and hereby is, granted and approved in all respects subject to the terms, conditions and provisions of this Order. The APA (including all of the related documents, exhibits and schedules) are hereby approved in all respects.

B. ~~Pursuant to sections 363(b), 363(f) and 365 of the Bankruptcy Code, the APA and the transactions contemplated therein be, and hereby are, approved in all respects, and~~ the Debtors be, and hereby are, authorized, empowered and directed to execute and deliver all documents necessary to perform their obligations under the APA and this Order, and to take such actions as are reasonably necessary to effectuate the Closing thereunder.

C. The Debtors shall be, and hereby are, authorized, empowered and directed pursuant to section 363(b), 363(f) and 365 of the Bankruptcy Code to sell the Assets to Buyer free and clear of all Interests of the persons and entities receiving notice of the Sale Motion and to assume and assign to Buyer, if requested by Buyer, the executory contracts and unexpired leases described in the APA and set forth on Exhibit "A" hereto.

D. Each and every federal, state and local governmental agency or department be, and hereby is, directed to ~~accept any and all~~ documents and instruments ~~necessary and appropriate~~ to consummate the transactions contemplated by the APA, including, without limitation, documents and instruments to be filed or recorded in or with (a) any governmental agency or department required to transfer to USON the licenses or permits under the Debtors' ownership currently used in the operation of the assets or necessary for the operations that are associated with the Subject Assets, and (b) county and state offices wherein termination statements under the Uniform Commercial Code are authorized to be filed. Any clerk in any location where the Subject Assets are located shall cancel and remove from the public record any lien, claim, interest, encumbrance, demand, suit, action and any other judicial or administrative proceeding or investigation.

E. Upon Closing, and except as authorized by the APA, Buyer shall be, and hereby is, granted exclusive control and authority, to the exclusion of the Debtors, their officers, directors, members, managers, employees, and agents, and any other party, over all egress, ingress, and access to all of the Debtors' premises, and the security systems and personnel maintained on those properties and premises, for the purpose of monitoring, protecting and securing the Subject Assets.

F. At Closing, Buyer shall be, and hereby is, authorized to acquire all of the Subject Assets in accordance with the terms and conditions of the APA free and clear of all Interests of the persons and entities receiving notice of the Sale Motion, and any and all valid Interests that may be asserted by any secured lender, or any other parties, in the Subject Assets shall thereupon be terminated as to the Subject Assets and shall attach to the net sale proceeds described hereinabove with the same validity, force and extent, and in the same priority, as they held prior to the sale, without the necessity of any act or filing.

G. This Order shall be binding upon, and shall inure to the benefit of, the Debtors, the creditors' committee, if any, the Debtors' estates, the Debtors' secured and unsecured creditors, and Buyer, as well as their respective successors and assigns, including, without limitation, any trustee or examiner hereinafter appointed for the Debtors' estates.

H. This Court shall retain jurisdiction over the parties to the APA and this Order, and any of their successors or assigns, for the purpose of enforcing the provisions of this Order or the APA, or any agreements superseding, replacing or relating thereto, and for the purpose of resolving any disputes arising therefrom or in relation thereto. The Court further retains jurisdiction over any attempts by creditors or parties-in-interest of the Debtors to assert claims against Buyer or the Subject Assets.

I. In the absence of a stay pending appeal, and upon the Closing, then, with respect to the transactions contemplated in the APA and this Order and consummated in accordance therewith, it appears that the Buyer shall be entitled to and receive the protection of section 363(m) of the Bankruptcy Code with respect to the sale of the Subject Assets approved and authorized herein, in the event that this Order or any authorization contained herein is reversed or modified on appeal.

J. The officers and authorized employees of the Debtors shall be, and they hereby are, authorized, empowered and directed to execute and deliver any and all documents as may be reasonably necessary to effectuate the Closing and implement the terms of the APA and this Order.

K. Each and every holder of any Interests shall, at Closing or promptly thereafter, execute and deliver, and take any action reasonably required to permit the filing and recording of, any documents that may be necessary to terminate or release the Interests insofar as they attach to the Subject Assets (but not as to the sale proceeds).

L. Upon Closing, the valid Interests of any party that asserts Interests in and to the Subject Assets will be transferred to the net sale proceeds without the necessity of any act or filing. Nothing contained in this order shall determine the extent, validity, enforceability or priority of any such Interests and all parties reserve their rights with respect thereto.

M. This is a final order and is enforceable upon entry and to the extent necessary under Bankruptcy Rules 5003, 9014, 9021 and 9022, and due to the high likelihood of a rapid decline in the value of the Subject Assets, the Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein and the stay imposed by Bankruptcy Rules 6004(g), 6006 and/or 7062 is hereby modified and shall not apply to the proposed sale and the Debtors are hereby authorized and directed to immediately consummate the proposed sale to U.S. Oncology, Inc. without delay in accordance with this Order and the APA.

SO ORDERED AND ADJUDGED this the 29th day of June, 2004.

Leslie Tchaikovsky
UNITED STATES BANKRUPTCY JUDGE

Schedule of Proposed Cure Amounts

1.1(g) Assumed Contracts Detail

	Title	Contract Number	Cure Amount	Contract Date	Term Date
First Data Bank	First Data Bank Standard License Agreement	Account # 257775	$ 22,551.00	05/01/2000	05/01/2006
	License agreement amendment 6/26/2003				
Gemstone Dev tools	Software License Agreement	License # 9606191	$ 6,878.55	1996	perpetual
Gemstone Var Agreement	Software Maintenance Agreement	License # 9606191	$ 9,360.00	1996	perpetual
Oracle dev	Oracle Database Standard Edition	None	$ 2,000.00	lapsed 6/01/2004	?
Oracle production	Oracle Database Standard Edition	None	$ 18,470.00	October-03	perpetual
Perforce	Perforce Softwware maintenance and Support	Ipaddress 10.7.205.84	$ 4,500.00		
Citrix - User license	MF subscription version 1.8		$ 0		
Citrix - Strong encryption licenses			$ 0		
J Boss - V4 Only			$ 0		
Red Hat Linux - V4 Only			$ 0		
Microsoft Windows Server License for V3 Only			$ 0		
Merant - Tracker			$ 0		
Visual Small Talk Enterprise			$ 0		
Java dev enviornment (Eclipse)			$ 0		

EXHIBIT A

SCHEDULE OF PROPOSED CURE AMOUNTS

Contracting Party	Title	Contract Number	Cure Amount	Contract Date	Term Date
First Data Bank	First Data Bank Standard License Agreement	Account # 257775	$ 22,551.00	05/01/2000	05/01/2006
	License agreement amendment 6/26/2003				
per physician fee 1/01-3/31/2004			$ 2,178.00	actual	
per physician fee 4/01-6/30/2004			$ 2,178.00	estimate	
Annual Base fee			$ 18,195.00	05/01/2004	04/30/2005
Gemstone Dev tools	Software License Agreement	License # 9606191	$ 6,878.55	1996	perpetual
Gemstone Var Agreement	Software Maintenance Agreement	License # 9606191	$ 9,360.00	1996	perpetual
maintenance on var agreement [illegible]			$ 4,680.00	01/01/2004	03/31/2004
maintenance on var agreement [illegible]			$ 4,680.00	04/01/2004	06/30/2004
maintenance on dev agreement [illegible]			$ 8,578.55	10/01/2004	10/01/2004
payment on balance [illegible]			$ [illegible]		
Oracle dev	Oracle Database Standard Edition	None	$ 2,000.00	lapsed 6/01/2004	?
Oracle production	Oracle Database Standard Edition	None	$ 18,470.00	October-03	perpetual
[illegible]			$ [illegible]	06/01/2004	06/01/2005
maintenance for [illegible] production server			$ 12,200.00	01/01/2004	01/01/2005
Perforce	Perforce Softwware maintenance and Support	Ipaddress 10.7.205.84	$ 4,500.00		
10 users support			$ [illegible]	02/01/2004	02/01/2005
payment on balance [illegible]			$ (1,500.00)		
Citrix - User license	MF subscription version 1.8		$ 0		
Citrix - Strong encryption licenses			$ 0		
J Boss - V4 Only			$ 0		
Red Hat Linux - V4 Only			$ 0		
Microsoft Windows Server License for V1 Only			$ 0		
Merant - Tracker			$ 0		
Visual Small Talk Enterprise			$ 0		
Java dev environment (Eclipse)			$ 0		

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, Two Embarcadero Center, Suite 2000, San Francisco, CA 94111. On June 28, 2004, I served the following document(s) by the method indicated below:

[PROPOSED] ORDER (A) GRANTING MOTION FOR AUTHORITY TO SELL SUBSTANTIALLY ALL OF DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; AND FOR APPROVAL OF THE ASSUMPTION AND ASSIGNMENT OF CERTAIN LEASES AND EXECUTORY CONTRACTS; AND (B) ESTABLISHING CURE AMOUNTS RELATED TO ASSUMED AND ASSIGNED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

☒ by transmitting via facsimile on this date from fax number 415.391.8269 the document(s) listed above to the fax number(s) set forth below. The transmission was completed before 5:00 p.m. and was reported complete and without error. The transmission report, which is attached to this proof of service, was properly issued by the transmitting fax machine. Service by fax was made by agreement of the parties, confirmed in writing.

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration.

☐ by placing the document(s) listed above in a sealed envelope(s) and consigning it to an express mail service for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below. A copy of the consignment slip is attached to this proof of service.

US Trustee
Office of the United States Trustee
Attn: Andrew D. Velez-Rivera
1301 Clay Street, Suite 690N
Oakland, CA 94612-5202
Tel: 510/637-3200
Fax: 510/637-3220

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on June 28, 2004, at San Francisco, California.

Victoria Eisenmann

DOCSSFO-12368930.1-DROVEN