

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MyHealthBank, Inc.	01/31/2005
RECEIVING PARTY DATA	
Name:	Quality Care Solutions, Inc.
Street Address:	14647 S. 50th Street
Internal Address:	Building One, Suite 150
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85044
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13535549
CORRESPONDENCE DATA	
Fax Number:	(202)626-3737
Phone:	202-737-0500
Email:	jpaoella-bald@kslaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Dawn-Marie Bey, King & Spalding LLP
Address Line 1:	1700 Pennsylvania Avenue, N.W.
Address Line 2:	Suite 200
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006
ATTORNEY DOCKET NUMBER:	TZG0024-DIV1-CON1
NAME OF SUBMITTER:	Dawn-Marie Bey, Reg. No. 44,442
Total Attachments: 7 source=tzg0024div1con1_assignmt_myhealthtoqualitycare#page1.tif	

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### PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Agreement") is made as of January 31, 2005 (the "Effective Date"), by and between MyHealthBank, Inc., a Delaware corporation ("Assignor") and Quality Care Solutions, Inc., a Nevada corporation ("Assignee"). Except as otherwise defined herein, the terms used herein shall have the meanings set forth in the Asset Purchase Agreement dated as of January 26, 2005 (the "Asset Purchase Agreement") among Assignor, as the Seller, Assignee, as the Purchaser, and certain shareholders of Assignor.

For and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration the receipt and sufficiency of which hereby are acknowledged, and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, absolutely and forever as of the Effective Date, its entire right, title and interest, whether statutory or at common law, in and to any and all subject matter of the invention(s) disclosed in the issued patents and/or patent applications filed in the U.S. Patent and Trademark Office set forth in Schedule 1 attached hereto (the "Patents"), and in and to said applications, all continuations, continuations in part and divisions thereof, and the exclusive right to make application for patents, renewals, renewals and extensions thereof, and in and to all patents and all Convention and Treaty rights of all kinds, in the United States of America and all other countries throughout the world, for all such subject matter.

2. As of the Effective Date, all right, title and interest in the Patents shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made. Without limitation to the foregoing, Assignor assigns with the Patents all associated income, royalties, damages and payments due from or payable by any third party (including, without limitations, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

3. Assignor requests the applicable official having authority to issue patents or corresponding rights to issue same on the subject matter of the said invention(s) to Assignee and, if called upon by Assignee or its legal representatives, Assignor agrees to promptly sign all documents necessary to secure all such patents and rights and for issuance of same to Assignee.

4. Assignor represents and warrants that no agreement has been entered into that conflicts with this Agreement. Assignor further agrees to provide information within Assignor's knowledge or belief, and do all other relevant things that Assignee or its legal representatives deem necessary or desirable and request of Assignor in connection with obtaining or maintaining any such Patents, or in order to perfect Assignee's ownership of the right, title and interest conveyed by this Agreement, or in connection with this Agreement, without payment of any further consideration on the underscoring, however, that Assignee will bear all reasonable third party expenses actually incurred for or in connection with such matters. This Agreement and the obligations assumed by Assignor shall be binding on Assignor's successors and assigns.

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5. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any party other than Assignor or Assignee, or their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any terms, covenants or conditions hereof, and all of the terms, covenants and conditions, promises and agreements in this Agreement shall be for the sole and exclusive benefit of Assignor and Assignee and their respective successors and assigns.

6. This Agreement is subject in all respects to the terms and conditions of the Asset Purchase Agreement, and all of the representations, warranties, covenants and agreements of Seller and Purchaser contained therein, all of which shall survive the execution and delivery of this Agreement in accordance with the terms of the Asset Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, diminish, enlarge or modify any of the obligations, agreements, covenants, or warranties of Seller and Purchaser contained in the Asset Purchase Agreement.

7. This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

8. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona without regard to conflicts of laws principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of the State of Arizona.

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

**ASSIGNOR**

MYHEALTHBANK, INC., a Delaware corporation

By: [Signature]  
Steve Stern, Chief Executive Officer

By: [Signature]  
Kathy McAttee, VP, Operations

**ASSIGNEE**

QUALITY CARE SOLUTIONS, INC., a Nevada corporation

By: [Signature]  
David M. Engert, Chief Executive Officer

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

**ASSIGNOR**

MYHEALTHBANK, INC., a Delaware corporation

By: Steve Sterba  
Steve Sterba, Chief Executive Officer

**ASSIGNEE**

QUALITY CARE SOLUTIONS, INC., a Nevada corporation

By: David M. Egert  
David M. Egert, Chief Executive Officer

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ACKNOWLEDGMENTS

STATE OF ARIZONA     )  
                                  )ss:  
County of Maricopa    )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 2005, by David M. Engert of Quality Care Solutions, Inc., a Nevada corporation, on behalf of the corporation.



*Katharine M. Ortman*  
Notary Public

STATE OF OREGON     )  
                                  )ss:  
County of Multnomah    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by Steve Sterba of MyHealthBank, Inc., a Delaware corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

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**ACKNOWLEDGMENTS**

STATE OF ARIZONA     )  
                                  )ss:  
County of Maricopa     )

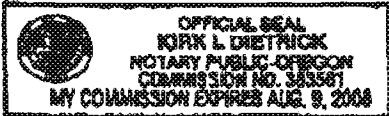
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by David M. Engert of Quality Care Solutions, Inc., a Nevada corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF OREGON     )  
                                  )ss:  
County of Multnomah    )

The foregoing instrument was acknowledged before me this 27 day of January, 2005, by ~~State~~ Kathryn McAlear of MyHealthBank, Inc., a Delaware corporation, on behalf of the corporation.

*Kirk L. Dietrick*  
Notary Public



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Apr. 7. 2005 2:42PM

BRYAN CAVE LLP

No. 8260 P. 10/10

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Schedule 1

Patents

Patent	Inventors	App. No.	Pub. No.	Filing Date	Pub. Date
Health Plan Management Method and Apparatus	Albert D. DiFiero, David C. Sanders	09/990,123	US2002/8887444 A1	11/21/2001	7/4/2002

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