

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Thomson Reuters (Healthcare) Inc.	04/23/2012
RECEIVING PARTY DATA	
Name:	VCPH Holding Corp.
Street Address:	777 E. Eisenhower Parkway
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48108
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12942532
CORRESPONDENCE DATA	
Fax Number:	3013659101
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	301-365-9040
Email:	mail@plumsea.com
Correspondent Name:	Plumsea Law Group, LLC
Address Line 1:	10411 MOTOR CITY DRIVE
Address Line 2:	SUITE 320
Address Line 4:	BETHESDA, MARYLAND 20817
ATTORNEY DOCKET NUMBER:	74-1025
NAME OF SUBMITTER:	Phoebe P. Bower
Total Attachments: 8 source=2012-11-27_74-1025_VCPH_to_Wolverine_Stock_Asset_Purchase_Agreement_Pages#page1.tif source=2012-11-27_74-1025_VCPH_to_Wolverine_Stock_Asset_Purchase_Agreement_Pages#page2.tif source=2012-11-27_74-1025_VCPH_to_Wolverine_Stock_Asset_Purchase_Agreement_Pages#page3.tif source=2012-11-27_74-1025_VCPH_to_Wolverine_Stock_Asset_Purchase_Agreement_Pages#page4.tif source=2012-11-27_74-1025_VCPH_to_Wolverine_Stock_Asset_Purchase_Agreement_Pages#page5.tif source=2012-11-27_74-1025_VCPH_to_Wolverine_Stock_Asset_Purchase_Agreement_Pages#page6.tif source=2012-11-27_74-1025_VCPH_to_Wolverine_Stock_Asset_Purchase_Agreement_Pages#page7.tif source=2012-11-27_74-1025_VCPH_to_Wolverine_Stock_Asset_Purchase_Agreement_Pages#page8.tif	

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STOCK AND ASSET PURCHASE AGREEMENT

AMONG

THOMSON REUTERS U.S. INC.,

THOMSON REUTERS GLOBAL RESOURCES

and

VCPH HOLDING CORP.

Dated as of April 23, 2012

Redacted

SECTION 3.09. Intellectual Property. (a)

(i) Section 3.09(a)(i) of the Seller Disclosure Schedule sets forth, as of the date hereof, all issued and unexpired Patents and pending Patent applications, and all unexpired registered Trademarks and pending Trademark registration applications, in each case that are owned or purported to be owned by the Transferred Subsidiary and issued or registered by, or pending with, the United States Patent and Trademark Office or its foreign equivalent (the "Subsidiary Registered Intellectual Property"), indicating for each item the registration or application number and the applicable filing jurisdiction. To the Knowledge of Sellers, all Subsidiary Registered Intellectual Property (other than pending Patent applications and pending Trademark applications) is valid and enforceable.

(ii) Except (A) as set forth in Section 3.09(a)(ii) of the Seller Disclosure Schedule, (B) as provided in any Contract set forth in Sections 3.09(b) or Section 3.10 of the Seller Disclosure Schedule, or (C) as provided in any Ordinary Course Agreement, (x) the Transferred Subsidiary is the exclusive owner of the Subsidiary Registered Intellectual Property, free and clear of all Liens, other than Permitted Liens, and (y) Thomson Reuters Canada Limited is the owner of the Trademarks set forth in Section 5.11 of the Seller Disclosure Schedule, free and clear of all Liens, other than Permitted Liens.

Redacted

Section 3.09
Intellectual Property

(a)(i)

ISSUED AND UNEXPIRED PATENTS AND PENDING PATENT APPLICATIONS

Title	Country	Status	Appln No.	Patent No. (with respect to issued patents only)	Grant Date	Current Owner
Systems, Methods, and Software for Forecasting Medical Treatment Risks and Costs Based on Illness Severity and Patient Illness Burden	US	Filed	11/520,847			Thomson Reuters (Healthcare), Inc.
Docking Station	US	Granted	29/142,926	D454,880	03/26/2002	Thomson Reuters (Healthcare), Inc.
Method and System for Extracting Medical Information for Presentation to Medical Providers on Mobile Terminals	Canada	Filed	2,434,714			Thomson Reuters (Healthcare), Inc.
Method and System for Extracting Medical Information for Presentation to Medical Providers on Mobile Terminals	US	Granted	09/776,484	7,831,449	11/09/2010	Thomson Reuters (Healthcare), Inc.
Method and System for Extracting Medical Information for Presentation to Medical Providers on Mobile Terminals	US	Filed	12/942,532			Thomson Reuters (Healthcare), Inc.
Handheld Device Graphical User Interfaces for Displaying Patient Medical Records	US	Granted	10/101,577	7,343,565	03/11/2008	Thomson Reuters (Healthcare), Inc.
Handheld Device Graphical User Interfaces for Displaying Patient Medical Records	US	Filed	11/970,177			Thomson Reuters (Healthcare), Inc.
Docking Stations for Transferring Data Between Handheld Electronic Devices and Other Devices Via Infrared Communications	US	Granted	10/156,475	6,895,445	05/17/2005	Thomson Reuters (Healthcare), Inc.
Docking Station	US	Granted	29/161,351	D476,659	07/01/2003	Thomson Reuters (Healthcare), Inc.
System, Methods, and Software for Clinical Order Sets	US	Filed	12/545,714			Thomson Reuters (Healthcare), Inc.

Title	Country	Status	Appln No.	Patent No. (with respect to issued patents only)	Grant Date	Current Owner
Systems, Methods, and Software for Supporting Consumer Healthcare Decisions	US	Filed	12/321,129			Thomson Reuters (Healthcare), Inc.
Network-Based Method And System For Managing And Providing Access To A Formulary	US	Filed	10/675,236			Thomson Reuters (Healthcare), Inc.
Internet Delivery	US	Granted	10/675,235	7,747,644	06/29/2010	Thomson Reuters (Healthcare), Inc.
Internet Delivery	US	Filed	12/773,603			Thomson Reuters (Healthcare), Inc.
System and Method for Managing Mobile HIE Information	US	Filed	13/112,151			Thomson Reuters (Healthcare) Inc.

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of May 24, 2012 (this "Agreement"), is entered into between VCPH HOLDING CORP., a Delaware corporation ("Assignor"), and WOLVERINE HEALTHCARE ANALYTICS, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor is a party to the Stock and Asset Purchase Agreement, dated as of April 23, 2012 (as may be amended from time to time, the "Purchase Agreement"), among Thomson Reuters U.S. Inc., a Delaware corporation, Thomson Reuters Global Resources, an unlimited company organized under the laws of the Republic of Ireland, and Assignor;

WHEREAS, Assignee is a wholly owned subsidiary of Assignor and constitutes an "affiliate" of Assignor (as such term is used in the Purchase Agreement);

WHEREAS, pursuant to Section 11.01 of the Purchase Agreement, Purchaser may assign any of its rights, interests or obligations thereunder to one or more affiliates, so long as such assignment shall not relieve Assignor of its obligations under the Purchase Agreement or alter in any way the rights, interests or obligations of Seller Parties (as defined in the Purchase Agreement) under the Purchase Agreement;

WHEREAS, in accordance with and subject to the terms of the Purchase Agreement, Assignor and Assignee have agreed to execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

SECTION 1 Definitions. All capitalized terms not otherwise defined in this Agreement, as used in this Agreement, shall have the respective meanings ascribed to such terms in the Purchase Agreement.

SECTION 2 Wholly Owned Subsidiary and Affiliate. Assignor and Assignee represent, warrant and covenant to TRUSI that Assignee is, and at all times prior to and through the Closing will be, a wholly owned subsidiary and affiliate of Assignor.

SECTION 3 Assignment. For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, grants, conveys and transfers to Assignee all of Assignor's rights and interests under the Purchase Agreement. Assignee hereby accepts such assignment and assumes all of Assignor's obligations under the Purchase Agreement and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Purchase Agreement; provided that such assignment shall not relieve Assignor of its obligations under the Purchase Agreement or alter in any way the rights, interests or obligations of Seller Parties under the Purchase Agreement (and, if it shall cause any such alteration, such assignment shall be null and void *ab initio*).

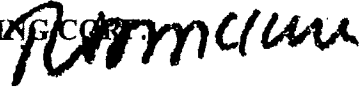
SECTION 4 Purchase Agreement Governs. Notwithstanding any other provisions of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations set forth in the Purchase Agreement, if any, nor shall this Agreement expand or enlarge any remedies under the Purchase Agreement.

SECTION 5 Miscellaneous. The provisions of Sections 11.07, 11.09, 11.10 and 11.11 of the Purchase Agreement shall apply, *mutatis mutandis*, to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement as of the date first written above.

VCPH HOLDING CORP.



By: _____

Name: Robert B. McKeon

Title: Authorized Signatory

WOLVERINE HEALTHCARE ANALYTICS, INC.



By: _____

Name: Robert B. McKeon

Title: Authorized Signatory

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, TRUSI has duly acknowledged this Agreement as of the date first written above.

THOMSON REUTERS U.S. INC.

By: 

Name: Andrew Perrin

Title: Vice President - Treasury, Global Head
of Pensions and Investments