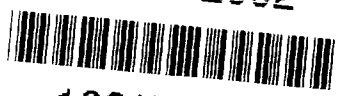


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BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231
Please record and index the attached original documents or copy thereof.

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #26

<p>1. Name of conveying party(ies): FoxMeyer Corporation State of Delaware_Corporation</p> <p style="text-align: right; font-size: 2em;">07-09-02</p>	<p>2. Name and address of receiving party(ies): Name: jASCorp, LLC Address: W194 N11381 McCormick Drive City: Germantown State: WI Zip: 53022 Type of Company: Asset Purchase Agreement Corporation-State: Wisconsin</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p> <p><small>(Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of Conveyance: Asset Purchase Agreement Execution Date: June 13, 1996</p>	
<p>4. A. Trademark Application No.(s) <u>75/032,323</u> B. Trademark Registration No.(s) _____</p>	
<p style="text-align: center;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Emily C. Canedo Michael Best & Friedrich LLP 100 East Wisconsin Avenue Milwaukee, Wisconsin 53202-4108</p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ 40.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Deficiencies in fee charged to deposit account</p> <p>8. Deposit account number: 13-3080</p>
<p>07/29/2002 AHMED1 00000042 75032323 01 FC:481 40.00 OP DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature. <i>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.</i></p> <p>Emily C. Canedo <u>Emily C. Canedo</u> July 8, 2002 Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: 18</p>	
<p>OMB No. 0651-0011 (exp. 4/94)TFORMTMASIGN</p>	<p>Attorney File <u>049248-9005</u></p>

United States Postal Service Express Mail Mailing Label No. EL671308290US

cc: Docketing

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07-09-2002

U.S. Patent & TMOt/TM Mail Rcpt Dt. #26

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("*Agreement*"), dated as of June 13, 1996, (the "Effective Date") is entered into by and among NexCare, Inc., a Delaware corporation ("Seller"), FoxMeyer Corporation ("FoxMeyer"), a Delaware Corporation, and jASCorp., a Texas corporation ("Buyer").

The following recitals constitute the basis of this Agreement:

A. Seller currently owns certain assets relating to a program to train and support pharmacists and their technicians in cognitive care counseling known as "CareStream Encounter." FoxMeyer owns, or has an interest, in the trademark "CareStream Encounter";

B. Buyer desires to acquire the CareStream Encounter related assets of Seller and assume associated liabilities and receive a license of the CareStream Encounter trademark from FoxMeyer.

NOW, THEREFORE, for and in consideration of the terms and conditions set forth in this Agreement, the receipt and adequacy of which consideration are hereby acknowledged, Seller, FoxMeyer and Buyer agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

1.1 Closing. The closing of the transactions contemplated by this Agreement shall take place contemporaneously with the execution of this Agreement (the "Closing Date") and be effective on the Effective Date at the offices of Seller, 1220 Senlac Drive, Carrollton, Texas 75006, and shall be deemed to have been closed as of 11:59 p.m. of the Effective Date (the "Closing").

1.2 Definition of "CareStream Encounter Business". For the purposes of this Agreement, the term "CareStream Encounter Business" means Seller's business of providing a program to train and support pharmacists and their technicians in cognitive care counseling, including any CareStream Encounter Intellectual Property, defined below, licensed to its customers, under the name "CareStream Encounter", "PharmCare", or "NexCare", as such business exists as of the Closing. The term "CareStream Encounter Business" specifically excludes any: (a) software or related business engaged in by Seller (or one or more of its subsidiaries or affiliates) involving "Quest" products, which currently includes order management, group reporting and inventory management functions, and (b) any disease state management programs that involve the marketing of manufacturer products to the end-user such as Diabetes Life Center FriendlySM program or the Asthma and Allergy Life CenterSM program.

EXHIBIT A ■

TRADEMARK

REEL: 002551 FRAME: 0397

1.3 Sale of Assets by Seller. At the Closing, Seller shall sell, transfer, assign, and deliver to Buyer, for the consideration provided herein, all of Seller's right, title and interest in, to and under the following assets ("Assets") used in the CareStream Encounter Business of Seller:

(a) CareStream Encounter Intellectual Property. All of the Seller's right, title and interest in and to the pharmacist training and implementation manuals, technician training and implementation manuals, the work flow design, the computer software, all associated user and system documentation, specifications and design documents, the trademarks and servicemarks and the goodwill of the CareStream Encounter Business associated therewith, designs and disease state modules that are listed on Schedule 1.3(a), including all related materials, related patents, if any, related copyrights, trade secrets, licenses and leases, as well as all files, work papers, records, diagrams, manuscripts, charts, graphs or notes, and all additions, enhancements, improvements, updates, derivative works, new versions or other modifications thereof, existing as of Closing relating to the CareStream Encounter Business (collectively, the "CareStream Encounter Intellectual Property"). The CareStream Encounter Intellectual Property shall include, but not be limited to, those manuals, designs, software assets, and other intellectual property (except the tradenames, unless specifically set forth on Schedule 1.3(a)) purchased by Seller pursuant to that certain Asset Purchase Agreement (the "PharmCare Agreement") dated May 15, 1995, by Pharmaceutical Care Services, Inc., a Texas Corporation, now known as Jasbiel, Inc., Jeanne Ann Stasny, and Pharmaceutical Care Services, Inc., a Delaware corporation, now known as NexCare, Inc.;

(b) Customers. (i) All contracts, agreements and other arrangements, whether written or oral, with customers, licensees or grantees in effect as of the Closing, including but not limited to those under which third parties receive any or all of the following: (A) training on cognitive care counseling, (B) grants to conduct training seminars, (C) a license to utilize any or all of the CareStream Encounter Intellectual Property, (D) software maintenance and/or support, and (E) clinical support, all of which third parties are listed on Schedule 1.3(b) (the "Customers"), (ii) all of Seller's customer lists, files and records, mailing lists and data, (iii) supplier lists and data, vendor files, and sales information and data relating directly to Customers, and (iv) any competitive market information as of the Closing. The listing in Schedule 1.3(b) is intended to be complete, but, to the extent any customer of Seller or its affiliates that primarily relate to the CareStream Encounter Business is not included on Schedule 1.3(b), then Seller shall be deemed to have assigned Seller's rights, title and interest in such customer contracts, agreements or other arrangements, except as provided in Section 1.7. By including any name on Schedule 1.3(b), Seller is not representing to Buyer that those entities or persons are a customer;

(c) Personal Property. All personal property of Seller listed on Schedule 1.3(c);

(d) Accounts Receivable. All accounts receivable primarily relating to the CareStream Encounter Business which accrued after April 30, 1996, and which are still outstanding as of the Closing; and

(e) Vendors. All obligations owed by vendors or service providers, which obligations arose in the ordinary course of the conduct, operation, or management of the Assets or CareStream Encounter Business.

The assets being sold, transferred, assigned and delivered to Buyer as set forth in Sections 1.3(a) through (e), and as listed on Schedule 1.3(a) through (c), are referred to collectively as the "Assets".

1.4 License. At the Closing, FoxMeyer shall grant to Buyer and execute and deliver to Buyer a non-exclusive, non-transferable, royalty-free license (the "License") in the form appearing at Exhibit A to use the trademark described therein for a period not to exceed six (6) months after the Effective Date.

1.5 Deferred Payment. The consideration to be paid for the Assets shall consist of the assumption of obligations and liabilities included in Section 1.6 below, the Contingent Deferred Payment described as follows, and other valuable consideration including Buyer's obligations as stated herein:

If Buyer shall sell or convey any of the Assets, or license all or substantially all of the Assets, during the twelve (12) months after the Closing Date, then for each such sale or conveyance, Buyer shall pay to Seller within thirty (30) days after the effective date of the transfer (the "Transfer Date") twenty-five percent (25%) of the "Sales Price" (the "Contingent Deferred Payment"). Sales Price as used herein shall mean the value of all consideration paid for the Assets or license so acquired including: the amount attributable to any obligations assumed, the amount of any cash given or money remitted, or the fair market value of any item traded or conveyed. Sales Price shall be interpreted to mean the most inclusive sense possible of value conveyed to Buyer. Buyer shall provide a written accounting of the Sales Price within fifteen (15) days after the Transfer Date. At the request of Seller, Buyer shall provide Seller with reasonable access to Buyer's books and records to permit Seller to verify the Sales Price, and Seller may object to the Sales Price attributed by notifying Buyer in writing of such objection within thirty (30) days after receipt of the accounting. If Seller timely objects to the accounting, Buyer and Seller shall use their best efforts to reach an agreement adjusting the Sales Price and the corresponding payment to Seller within thirty (30) days after Seller's objections. Failure to agree within the thirty (30) day period shall entitle Seller to pursue any remedy it has at law or in equity to recover amounts it claims due. Seller's acceptance of any payment based on the initial accounting shall not be deemed a settlement and compromise, notwithstanding anything to the contrary, and shall not foreclose Seller's right to request an audit, to object to the accounting within the time prescribed above or to receive further payment. The Sale of Assets does not and shall not be deemed to include Buyer's licensing of the Assets, or provision of service or information to Customers for consideration, in the ordinary course of the CareStream Encounter Business.

1.6 Assumption of Certain Obligations and Liabilities. At the Closing, Buyer shall accept the assignment of, and assume and perform all of the obligations and liabilities of the CareStream Encounter Business which were incurred in the ordinary course of the conduct, operation or management of the CareStream Encounter Business, whenever accrued or arising, with respect to the contracts, agreements and other arrangements with any vendors, obligees, or Customers, including, but not limited to, the obligation to provide software maintenance and support and clinical support to Customers of the CareStream Encounter Business or the obligation to provide and service grants consistent with the terms of the Pharmaceutical Care Grant Program set forth in Schedule 1.6. Notwithstanding the foregoing, Buyer is not assuming the obligation to pay, and Seller shall make, any payments owed to vendors or obligees for services or products rendered that Seller accrued on its books prior to the Closing Date and for any obligation owed to Marc Flood arising out of the circumstances set forth in Section 7.7. Although the foregoing description of liabilities and obligations assumed is intended to be complete, to the extent any obligations or liabilities of Seller or its affiliates primarily relate to the CareStream Encounter Business, but are not properly described above, then, except as provided below, Buyer shall be deemed to have assumed such obligations and liabilities, provided such obligations were incurred in the ordinary course of the CareStream Encounter Business. Notwithstanding the foregoing, to the extent any liability or obligation of Seller does not primarily relate to the CareStream Encounter Business, or primarily relates to any of the following businesses then it is not the parties' intention that Buyer, and Buyer does not hereby, assume any such obligations or liabilities: the Synercom Division of FoxMeyer Corporation, US Health Data Interchange, Inc., Health Care Pharmacy Providers, Inc., Scrip Card Enterprises, Inc., and the DataNet Division of FoxMeyer Drug Company.

1.7 Accounts Receivable. ~~Except as expressly provided in Schedule 1.3(d),~~ Buyer is not purchasing, and shall not be entitled to receive, any of Seller's accounts receivable (or proceeds thereof) relating to the CareStream Encounter Business accrued prior to April 30, 1996, which receivables are listed on the attached Schedule 1.7. If and to the extent Buyer receives any payments, after the Effective Date, owed to Seller prior to April 30, 1996, then Buyer shall pay such funds to Seller within ten (10) days after Buyer's receipt of such payment. Except as provided in this section, Buyer assumes no obligations or responsibility to collect or supervise collection of those sums due and owing Seller. JMM
THB

1.8 Intentionally Omitted.

1.9 Trademarks. Seller retains all right, title and interest in and to the tradenames, trademarks, and service marks and any registration or application thereof relating to the CareStream Encounter Business and the good will appurtenant thereto, except any such rights as may be conveyed in the License and except those trademarks and servicemarks listed on Schedule 1.3(a). Immediately after the Closing, and except as provided in the License, Buyer will cease use and remove any designation from materials indicating any affiliation with Seller or any of its affiliates.

ARTICLE II
CLOSING

2.1 Deliveries at Closing. At the Closing, Seller and FoxMeyer shall deliver to Buyer the certificates, instruments and documents referred to in Article VI below, and Buyer shall deliver to Seller the certificates, instruments and documents referred to in Article VII below.

ARTICLE III
OTHER AGREEMENTS; INDEMNIFICATION

3.1 Indemnification by Buyer. Buyer hereby agrees to indemnify and hold Seller, its directors, officers, shareholders, affiliates, employees and agents (the "Seller Indemnitees", collectively or the "Seller Indemnitee", individually), harmless from and against any and all claims, losses, liabilities, costs, damages, or expenses, including, without limitation, reasonable attorneys' fees and expenses, that a Seller may incur or suffer by reason of, either directly or indirectly, (a) the inaccuracy of any representation or warranty, or the breach of any agreement or covenant, of Buyer contained herein, (b) arising out of or in any way resulting from the conduct, operation or management, in the ordinary course, of the Assets, or the CareStream Encounter Business, regardless of whether the claim accrued or arose prior to or after the Closing, including, but not limited to, Buyer's assumption of the obligations and liabilities to Customers to provide software maintenance and support to Customers of the CareStream Encounter Business after the Closing; or (c) any claim by any Employee (defined below) for any amounts due from Seller Indemnitee as a result of Employee's termination of employment with Seller or its affiliates. Notwithstanding 3.1(b), to the extent any claim, loss, liability, cost, damage or expense relates primarily to the conduct, operation or management any of the following businesses, or relates to a liability or obligation of CareStream Encounter Business incurred out of the ordinary course of the conduct, operation or management of the Assets or the CareStream Encounter Business, Buyer owes no obligation to indemnify, defend or hold harmless: Synercom Division of FoxMeyer Corporation, U.S. Health Data Interchange, Inc., Health Care Pharmacy Providers, Inc., Scrip Card Enterprises, Inc., and the DataNet Division of FoxMeyer Drug Company.

3.2 Indemnification by Seller. Seller hereby agrees to indemnify and hold Buyer, its directors, officers, shareholders, affiliates, employees and agents (the "Buyer Indemnities", collectively, or the "Buyer Indemnitee", individually), harmless from and against any and all claims, losses, liabilities, costs, damages, or expenses, including, without limitation, reasonable attorneys' fees and expenses, that the Buyer Indemnitee may incur or suffer by reason of, either directly or indirectly, the inaccuracy of any representation or warranty of Seller contained in Section 5.1.

3.3 Indemnification Claim. Notwithstanding anything to the contrary in Sections 3.1 or 3.2, no obligation to indemnify shall arise unless the indemnitee claiming the obligation gives notice of the claim giving rise to the indemnity obligation at a time that does not prejudice the defense of such a claim and further provided that the indemnitor is allowed to conduct the defense of any claim and to settle such a claim, in its sole discretion.

3.4 Transition of CareStream Encounter Business. From and after the Closing, Buyer shall use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper and advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. In any event, Buyer shall take such steps as are necessary so that the CareStream Encounter Business is no longer operated out of Seller's premises, all accounting, employee payroll and employee benefit functions (the "Function") are being conducted solely by Buyer, but in any event, not by Seller, as of the end of business June 14, 1996. Except for specific obligations of Seller set forth in this Agreement, for any matters handled by Seller relating to the CareStream Encounter Business after the Effective Date, Seller shall not be liable to Buyer except in the event of any damages suffered by Buyer that arise out of Seller's gross negligence or willful misconduct. Seller acknowledges that Buyer's use of Seller's premises up to June 14, 1996, shall be free of charge except to the extent of any business supplies or telephone charges.

3.5 Seller's Obligation Upon Transition. It is the primary intention of the parties that upon consummation of the transaction contemplated herein, Seller will cease its business and operations related to the CareStream Encounter Business and will undertake reasonable steps to facilitate a smooth transition from Seller to Buyer for those Customers and potential customers of services provided in the course of the CareStream Encounter Business.

3.6 Seller's Consent to Use of "Encounter". Neither Seller nor FoxMeyer will oppose Buyer's use of the name or term "Encounter" for business, marketing or identification purposes including, but not limited to, use as a corporate name, assumed name, partnership name, business entity name, trademark, service mark or product name, except when "Encounter" is used in any combination with "CareStream." Buyer has no rights in or to use of the trademark, service mark and trade name "CareStream Encounter" except as set forth in the License.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the following representations are true and correct:

4.1 Organization and Qualification. Buyer is a duly organized and validly existing corporation in good standing under the laws of the State of Texas, and is duly qualified or registered to do business as a foreign corporation and is in good standing in each jurisdiction requiring such qualification or registration in which Buyer owns or leases any material properties or conducts any material business and which the failure to so qualify or register could have a material adverse effect on the business, financial condition or properties of Buyer (taken as a whole). Buyer has the corporate power and authority to own its properties and conduct its business as currently conducted.

4.2 Authority. Buyer has all requisite corporate power and authority to enter into and perform all of its obligations under this Agreement. The execution and delivery of this Agreement and the consummation by Buyer of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies, including specific performance, may be subject to the discretion of the court before which any proceeding may be brought.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER;
DISCLAIMER OF WARRANTIES; WAIVERS; AND RELATED MATTERS

5.1 Seller's Representations. Seller represents and warrants to Buyer that: (a) Seller is a duly organized and validly existing corporation in good standing in its state of incorporation and has all requisite corporate power and authority to enter into and perform all of its obligations under this Agreement; (b) the execution and delivery of this Agreement and the consummation by Seller of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Seller; (c) this Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies, including specific performance, may be subject to the discretion of the court before which any proceeding may be brought; (d) to the best of Seller's knowledge, and except for this Agreement and exclusive of any knowledge of Jeanne Ann Stasny to the contrary, Seller has not since the effective date of the PharmCare Agreement entered into any contract, agreement or commitment to merge or consolidate with any other person, corporation or other entity or sell, lease, exchange or convey all or any portion of the Assets to any other person, corporation or entity; (e) to the best of Seller's knowledge, and exclusive of any knowledge of Jeanne Ann Stasny to the contrary, there is no action, suit, administrative proceeding or other proceeding at law or in equity by or before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction

now pending or threatened against or relating to Seller or the Assets or the CareStream Encounter Business which would impact or prevent Seller from performing the transactions contemplated in this Agreement or Seller's obligations and duties contained in this Agreement; (f) to the best of Seller's knowledge and exclusive of any knowledge of Jeanne Ann Stasny to the contrary, all reports and returns required to be filed by the Seller solely regarding federal, state, local and foreign income, excise, sales, franchise, property, use, payroll, withholding, unemployment and other tax returns and reports required to be filed by Seller, and all taxes, charges or obligations associated therewith have been properly computed and timely paid or adequate provision has been made to ensure the payment of all such fees, taxes, charges and obligations that have been incurred, are due or will become due prior to the Effective Date (No liability for penalties, assessments or interest under the Internal Revenue Code, or as a result of state tax obligations, with respect to the CareStream Encounter Business is outstanding as of the Effective Date.); and (g) Seller's right, title, and interest in the Assets shall be conveyed free and clear of any liens, encumbrances or obligations incurred out of the ordinary course of the conduct, operation, or management of the CareStream Encounter Business, except to the extent of any grant outlined in Schedule 1.6. For purposes of Section 5.1(g), an example of an encumbrance incurred out of the ordinary course would be the grant of a lien on the assets of NexCare, Inc. to secure a loan to FoxMeyer.

5.2 "AS IS, WHERE IS" SALE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE ASSETS, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES AS TO MATTERS OF OWNERSHIP, QUALITY, CONDITION, FUNCTIONALITY, OPERATING HISTORY OR PROJECTIONS, VALUATION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER THING RELATING TO OR AFFECTING THE ASSETS. BUYER HAS NOT RELIED UPON, AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER, EXCEPT TO THE EXTENT ANY REPRESENTATION IS INCLUDED IN SECTION 5.1. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF PHARMACY TRAINING MATERIALS AND RELATED SOFTWARE SUCH AS THE ASSETS AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE IN BUYING THE ASSETS. BUYER HAS CONDUCTED SUCH INVESTIGATIONS OF THE ASSETS AS BUYER DEEMS NECESSARY AND SHALL RELY ON SAME, AND BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE ASSETS ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, REPRESENTATIONS OR WARRANTIES COLLATERAL TO OR AFFECTING THE ASSETS BY SELLER,

ANY AGENT OF SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE ASSETS FURNISHED BY ANY BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME IS SPECIFICALLY SET FORTH IN SECTION 5.1. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION 5.2 WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE ASSETS.

5.3 WAIVER OF DAMAGES. EXCEPT TO THE EXTENT OF ANY INDEMNITY OBLIGATION OWED BY SELLER UNDER SECTION 3.2, EXCEPT AS PROVIDED IN SECTION 3.4, OR EXCEPT TO THE EXTENT OF ANY PAYMENT DUE UNDER ARTICLE IX, SELLER SHALL NOT BE LIABLE TO BUYER, OR ANY OTHER PERSON OR ENTITY, FOR OR AS A RESULT OF ANY DAMAGES OF ANY NATURE (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) ARISING FROM OR RELATED TO THE SALE OF ANY OF THE ASSETS TO BUYER. IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL SELLER BE LIABLE TO BUYER, OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF SELLER IS APPRISED OF THE POSSIBILITY OF THE SAME. SELLER SHALL NOT BE LIABLE TO BUYER, GUARANTOR OR ANY THIRD PARTY FOR ANY LOSS, EXPENSE OR OTHER DAMAGE WHICH MAY ARISE OUT OF THE FAILURE OF THE ASSETS TO FUNCTION OR ANY MALFUNCTION OF THE ASSETS, OR OF ANY OTHER CLAIMS BY BUYER, GUARANTOR OR ANY THIRD PARTIES, RELATING TO THE ASSETS. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

ARTICLE VI
CONDITIONS PRECEDENT TO
BUYER'S OBLIGATIONS

The obligation of Buyer to consummate this Agreement is subject to the satisfaction of the following conditions as of the Closing Date, unless waived in writing by Buyer:

6.1 Accuracy of Representations and Warranties. The representations and warranties made by Seller in Section 5.1 of this Agreement shall be true and correct in all material aspects on the Closing Date.

6.2 Compliance with Agreement. Seller shall have performed and complied in all material respects with all of its obligations under this Agreement that are to be performed or complied with by Seller before or at the Closing Date.

6.3. No Restraints. No action, suit or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would prevent consummation of the transactions contemplated by this Agreement.

6.4 Assignment Documents. Seller shall execute prior to or contemporaneous with this Agreement, the License, in the form attached hereto as Exhibit A, the Bill of Sale, for all Customers having signed a software license agreement with either Seller or CareStream Corporation, the letter to Customers, and other assignments in the form of documents attached hereto collectively as Exhibit B, and the Release and Settlement Agreements in the form of documents attached hereto collectively as Exhibit C.

6.5 Officers and Corporate Certificates. Seller shall have delivered to Buyer (a) a corporate certificate, dated the Closing, signed by a duly authorized officer of Seller (i) attaching certified copies of a Certificate of Good Standing, or equivalent document, with respect to Seller's status in the state of Delaware, (ii) a certificate of the Secretary or Assistant Secretary of Seller certifying as to the incumbency of each officer of Seller who has executed this Agreement or any document or instrument executed pursuant hereto, and containing specimen signatures of each such officer, and (iii) certifying to resolutions authorizing the execution and delivery of this Agreement and (b) an officers certificate, dated the Closing, signed by a duly authorized officer of Seller certifying to the conditions set forth in Sections 6.1 and 6.2 above.

6.6 Funding Amount. The wire transfer of the Funding Amount as set forth in Article IX shall be delivered to an account designated by Buyer, not later than the next business day following the Closing.

ARTICLE VII CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

The obligation of Seller to consummate this Agreement is subject to the satisfaction of the following conditions as of the Closing, unless waived by Seller:

7.1 Accuracy of Representations and Warranties. The representations and warranties made by Buyer in or pursuant to this Agreement shall be true and correct in all material respects on the Closing Date.

7.2 Compliance with Agreement. Buyer shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with by it before or at the Closing Date.

7.3 Officers and Corporate Certificates. Buyer shall have delivered to Seller (a) an officer's certificate, dated the Closing, signed by a duly authorized officer of Buyer, certifying to the fulfillment of the conditions set forth in Sections 7.1 and 7.2 above, and (b) a corporate certificate, dated the Closing, signed by a duly authorized officer of Buyer, (i) attaching certified copies of a Certificate of Good Standing with respect to Buyer's status in the State of Texas and Buyer's Articles or Certificate of Incorporation and all amendments thereto as on file with the Secretary of the State of Texas, (ii) certifying to the accuracy and completeness of such Articles or Certificate of Incorporation and all amendments thereto, and (iii) certifying to resolutions authorizing the execution and delivery of this Agreement, and (iv) a certificate of the Secretary or Assistant Secretary of Buyer certifying as to the incumbency of each officer of Buyer who has executed this Agreement or any document or instrument executed pursuant hereto, and containing specimen signatures of each such officer.

7.4 No Restraints. No action, suit or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator, wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would prevent consummation of any of the transactions contemplated by this Agreement.

7.5 Releases. The Releases by Jeanne Ann Stasny, Howard Biel, and Pharmaceutical Care Services, Inc., a Texas corporation, now known as Jasbiel, Inc., appearing as Exhibit C, shall have been executed either prior to or contemporaneous with the Closing by all parties.

7.6 Assignment Documents. Buyer shall have executed for all Customers having signed a software license agreement with the Seller or CareStream Corporation, the letter to Customers in the form attached as Exhibit B.

7.7 Representation by Stasny. Stasny shall have represented that as an officer of Seller, she is not aware of, and she did not herself enter into any transaction on behalf of CareStream Encounter Business that was out of the ordinary course of the conduct, operations and management of the Assets or CareStream Encounter Business. Notwithstanding the foregoing, Stasny has apprised Seller of an offer of employment letter made to Marc Flood. This transaction is considered to be a transaction in the ordinary course.

ARTICLE VIII **EMPLOYEES**

8.1 Offers of Employment. Buyer will make written offers of employment to each employee of Seller or Seller's affiliates listed on Schedule 8.1 as of the Effective Date (the "Employees", collectively; "Employee" individually). The employment offer will be an employment at will relationship. The offer of employment will be effective with the close of business on the Effective Date.

8.2 No Assumption of Employee Plans. It is expressly understood by the parties that Buyer is not adopting any of the employee plans for the benefit of the employees of the CareStream Encounter Business, and that Buyer, as a result of this transaction, will not assume any liability or obligation of Seller relating to or arising under any employee plan, except any claim by an Employee of amounts due with respect to Employee's termination of employment by Seller.

ARTICLE IX **FUNDING/PAYMENTS BY SELLER**

9.1 Funding/Payments. In consideration for the promises made herein by Buyer and the full satisfaction of such obligations, Seller shall fund Buyer \$191,017 (the "Fund Amount"). The Fund Amount shall be wire transferred to an account designated by Buyer upon consummation of the Closing, but in any event not later than the next business day after the Closing. In the event that Seller pays out more than \$300,000, including the Fund Amount, for amounts accrued or arising after April 15, 1996, for the operations of the CareStream Encounter Business (the "Excess"), Buyer shall be liable to and pay over to Seller an amount equal to the Excess in not less than thirty (30) days from receiving written notice of Seller's claim.

ARTICLE X **PRICING ON BUYER'S PRODUCTS, SERVICES AND LICENSES**

10.1 Pricing On jASCorp. Products. As additional consideration for the consummation of this Agreement, Buyer shall extend to Seller, or its affiliates, for five (5) years after the Effective Date, at least as favorable pricing on any services, licenses or products that Buyer makes available to any other wholesaler of pharmaceutical products, but in any event the pricing shall not exceed wholesale cost plus ten (10) percent.

ARTICLE XI **GENERAL PROVISIONS**

11.1 Amendment. This Agreement may not be amended except by an instrument signed on behalf of each of the parties.

11.2 Extension; Waiver. The parties, may, to the extent legally allowed, extend in writing the time for the performance of any of the obligations or other acts of the other parties, waive in writing any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to it and in writing waive compliance with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a party to any such extension or waiver will be valid only if set forth in an instrument signed on behalf of such party.

11.3 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and delivered personally, sent by registered or certified mail (return receipt requested), by expedited mail service, or by telecopy with evidence of delivery to:

As to Buyer: jASCorp.
Attn: Ms. Jeanne Ann Stasny
450 Canyon Oaks Drive
Argyle, Texas 76226

With a copy to: Adams, Lynch & Loftin, P.C.
Attn: Jon A. McCormick
1903 Central Drive, Suite 400
Bedford, Texas 76021
Phone: (817)283-7742
Fax: (817)571-2947

As to Seller: NexCare, Inc.
Attn: Mr. W. Craig Innes
1220 Senlac Drive
Carrollton, Texas 75006
Phone: (214) 446-4800
Fax: (214) 446-4898

With a copy to: FoxMeyer Corporation
Attn: General Counsel
1220 Senlac Drive
Carrollton, Texas 75006
Phone: (214) 446-4158
Fax: (214) 446-4295

or such other address as shall be furnished in writing by any of the parties. Any such notice or communication shall be deemed to have been effectively given as of the date so delivered personally, so mailed, or so transmitted by telecopy (except that a notice of change of address shall not be deemed to have been given until received by the addressee).

11.4 Expenses. Seller, FoxMeyer and Buyer shall each pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including all legal, accounting, brokerage and other fees that Buyer, FoxMeyer or Seller, respectively, may have incurred.

11.5 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE PARTIES HEREBY AGREE THAT ANY DISPUTE RELATING TO THIS AGREEMENT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS LOCATED IN DALLAS COUNTY, TEXAS.

11.6 Headings; Severability. The descriptive headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

11.7 Survival of Representations, Warranties and Agreements. The representations, warranties and agreements contained in Sections 4.1, 4.2 and 5.1 of in this Agreement and in any instrument delivered pursuant to this Agreement shall survive the consummation of this transaction for a period of two years after the Closing.

11.8 Entire Agreement; No Third Party Beneficiaries. This Agreement (including the documents and instruments referred to in this Agreement) (a) constitutes the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement and the parties are relying on no other representations in entering into this Agreement, except as may be expressed herein and (b) except as set forth Section 11.9 below, is not intended to confer any rights or remedies, or impose any obligations, on any person other than the parties.

11.9 Binding. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, legal representatives, successors, and assigns of the parties hereto.

11.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

11.11 Assignment. The duties and obligations arising under this Agreement may not be assigned, conveyed or transferred, in whole or in part, by Buyer or Seller without the prior written consent of the other party.

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

NEXCARE, INC.

By: _____

Kevin Hogan
Sr. Vice President
NexCare, Inc.

JASCORP.

By: _____

Name: _____

Title: _____

Jeane Stasny
President

Only as to Sections 1.4, 2.1, 3.6 and 11.4

FOXMEYER CORPORATION

By: _____

Name: _____

Title: _____

Kevin H. Hogan
S.V.P.

I, Jeanne Ann Stasny, have read, acknowledge and hereby represent the contents of Section 7.7. I will indemnify, defend and hold harmless any Seller Indemnitee from and against any and all claims, losses, liabilities, costs, damages or expenses arising from a breach of such representation, subject to the terms of Section 3.3.

Jeane Ann Stasny

Jeanne Ann Stasny, Individually

SCHEDULE 1.3(a)

iASCorp.

<u>Name of Work</u>	<u>Registration No. and Date</u>	<u>Year Created</u>
Pharmcare Pharmaceutical Care Service Pharmacist Training and Implementation Manual	TX 3 683 023 12/1/93	1993
Pharmcare Pharmaceutical Care Service Technician Training Manual	TX 3 727 972 12/6/93	1993
Four Implementation and Support Manual		
Additional text, editorial and revised compilation of Pharmcare Pharmaceutical Care Service Pharmacist Training and Implementation Manual	TXu 644-334	1993
Work Flow Design for Pharmacists and all concepts and models		1993
PT Care Patient Management Software	TXu 697-6444	1995
Disease state module on asthma and diabetes	Care plans developed by CareStream Encounter for managing patient disease states (including, but not limited to, adult asthma, diabetes, hyperlipidemia and hypertension) through education, drug therapy, and counseling, including software, documentation and corresponding training program.	
Pharmaceutical Care Training Program	Six-day comprehensive training program for purpose of training pharmacy staff in the methodology and core content of pharmaceutical care practice.	
Trademarks	listed on attached page	

File No. 75/030972
filed 12/11/95
(no colors indicated, b/w)

CARE+OONZ™
(in text: CareToons™)

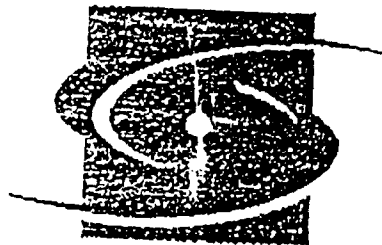
File No. 75/030,973
filed 12/11/95
(no colors indicated, b/w)

B U I L D I N G S


File No. 75/030974
filed 12/11/95
(no colors indicated, b/w)

B R I L D G D S


File No. 75/032323
filed 12/14/95
"misc. design"
PMS 541 blue (square)
PMS 201 red (arcs)



↑
ABSTRACT?
← SUSPENSE

(never filed application)

CareFlash™

(never filed application)

Pathways Partnership™