

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Health Information Systems, Inc.		03/28/2002	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Source Medical Solutions, Inc.		
Street Address:	100 Grandview Place, Suite 400		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35243		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2331834	ADVANTX	
CORRESPONDENCE DATA			
Fax Number:	(202)906-8669		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202 906 8638		
Email:	dhuff@dykema.com		
Correspondent Name:	Donald N. Huff		
Address Line 1:	Dykema Gossett PLLC		
Address Line 2:	1300 I Street, N.W., Suite 300 West		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	066781-0021		
NAME OF SUBMITTER:	Donald N. Huff		
Signature:	/Donald N. Huff/		
Date:	03/07/2006		

CH \$40.00 2331834

Total Attachments: 5

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Agreement and Plan of Merger

This Agreement and Plan of Merger (this "Agreement") is made as of March 28, 2002, by SOURCE MEDICAL SOLUTIONS, INC., a Delaware corporation ("Buyer"); SMS ACQUISITION, INC., a Delaware corporation and a wholly-owned subsidiary of Buyer (the "Merger Sub"); HEALTH INFORMATION SYSTEMS, INC., a Connecticut corporation (the "Company"); and the individuals listed on the signature pages hereto (the "Shareholders" and, together with the Company, the "Sellers").

Recitals

Buyer owns all of the outstanding capital stock of the Merger Sub, and the Shareholders own all of the outstanding capital stock of the Company. The parties desire that the Company be merged with and into the Merger Sub, with the result that the Merger Sub shall be the surviving entity (the "Merger"). In connection with the Merger, the Shareholders shall receive a combination of cash, shares of the Common Stock of Buyer, and shares of the Preferred Stock of Buyer in exchange for their shares of the capital stock of the Company, all as provided for under the terms and conditions herein set forth. It is intended that the foregoing acquisition of the Company will be accomplished as tax-free reorganizations within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended.

Agreement

The parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1:

"Accounts Receivable": as defined in Section 3.8.

"Actual Net Book Value": means the assets minus the liabilities of the Company as of the Effective Time as determined in accordance with GAAP; provided that for the purposes of calculating Actual Net Book Value, an accrual in an amount of \$150,000 for incurred but not reimbursed medical expenses shall be included, and the following items shall be disregarded: (i) the Former Employee Note (and any associated assets), and (ii) any payments due under any Agreement of Participation.

"Agreements of Participation": those certain agreements of participation between the Company and certain of its employees set forth in Schedule 3.19(d) hereto.

"Ancillary Agreements": as defined in Section 7.1(f).

"Applicable Contract": any Contract (a) under which the Company has or may acquire any rights, (b) under which the Company has or may become subject to any obligation or liability, or (c) by which the Company or any of the assets owned or used by it is or may become bound.

"Balance Sheet": as defined in Section 3.4.

"Bank Loan": as defined in Section 5.7.

(iii) Except as set forth on Schedule 3.21(d)(iii), no Patent has been or is now involved in any interference, reissue, reexamination, or opposition proceeding. None of the Sellers has any Knowledge of a potentially interfering patent or patent application of any third party.

(iv) Except as set forth on Schedule 3.21(d)(iv), no Patent is infringed or, to the Knowledge of each of the Sellers, has been challenged or threatened in any way. Except as set forth on Schedule 3.20(d)(iv), none of the products manufactured and sold, nor any process or know-how used, by the Company infringes or is alleged to infringe any patent or other proprietary right of any other Person.

(v) All products made, used or sold under the Patents have been marked with the proper patent notice.

(e) Trademarks.

(i) Schedule 3.21(e) contains a complete and accurate list and summary description of all Marks. The Company is the owner of all right, title and interest in and to each of the Marks, free and clear of all Encumbrances.

(ii) All Marks that have been registered with the United States Patent and Trademark Office are currently in compliance with all formal legal requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications), are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety days after the Closing Date.

(iii) No Mark has been or is now involved in any opposition, invalidation or cancellation and, to the Knowledge of each of the Sellers, no such action is Threatened with the respect to any of the Marks.

(iv) To the Knowledge of each of the Sellers, there is no potentially interfering trademark or trademark application of any third party.

(v) No Mark is infringed or, to the Knowledge of each of the Sellers, has been challenged or threatened in any way. None of the Marks infringes or is alleged to infringe any trade name, trademark or service mark of any third party.

(vi) All products and materials containing a Mark bear the proper federal registration notice where permitted by law.

(f) Copyrights.

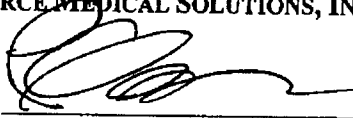
(i) Schedule 3.21(f) contains a complete and accurate list and summary description of all Copyrights. The Company is the owner of all right, title and interest in and to each of the Copyrights, free and clear of all Encumbrances.

(ii) All the Copyrights have been registered and are currently in compliance with applicable Legal Requirements, are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety days after the date of Closing.

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

BUYER:

SOURCE MEDICAL SOLUTIONS, INC.

By: 
Its Chief Executive Officer

STATE OF ALABAMA)

JEFFERSONCOUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that P. Daryl Brown, whose name as Chief Executive Officer of Source Medical Solutions, Inc., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 28th day of March, 2002.



Notary Public

[NOTARIAL SEAL]

My Commission Expires: 5-31-02

COMPANY:

HEALTH INFORMATION SYSTEMS, INC.

By: [Signature]
Its CEO & Chairman

STATE OF Connecticut)

Hartford COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Peter Ferenczy, whose name as CEO of Health Information Systems, Inc., a Connecticut corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 29th day of March, 2002.

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____
My Commission Exp. Feb. 28, 2005

Schedule 3.21(e)
Trademarks

Common Law Trademarks:

- HealthIS

Registered Trademarks:

Reg. No.	Trademark	Goods	Status
2,331,834	ADVANTX	Class 9.	Registered 3/21/2000

- EMR+: United States Trademark Application Serial No. 75/659833 for this mark has undergone final review and now awaiting publication by the United States Patent and Trademark Office for opposition.