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Assignment of Intellectual Property Susan Driscoll 12-1-10

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment") is delivered by iCare Academic, Limited Liability Company ("Assignor") to Wolters Kluwer Health, Inc. ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated December 1, 2010 (the "APA"); and

WHEREAS, the APA provides that Assignor shall sell, transfer, assign, and deliver to Assignee all right, title and interest in and to the iCare Intellectual Property (defined below) and the Materials (defined below), all in the manner provided below.

NOW THEREFORE, pursuant to the APA and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

On the date hereof, Assignor hereby sells, transfers, assigns, sets over, conveys and delivers to Assignee and its successors and assigns forever, the iCare Intellectual Property and the Materials, to have and to hold the same for its own use and benefit forever, said rights to be held and enjoyed by Assignees own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, together with all rights associated therewith, including the right to sue and collect for any past, present or future infringement, misappropriation or unauthorized use thereof, and any goodwill associated with any trademarks included therein, free and clear of all liens and encumbrances, subject to any rights held by the United States government and any restrictions imposed by the laws and regulations of the United States or by any agency thereof.

All of the terms and provisions of this Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

Assignor further covenants and agrees with Assignee that Assignee will, whenever and as often as reasonably required so to do by Assignee, a successor and/or an assign, as the case may be, execute, acknowledge and deliver such other reasonable instruments of conveyance, transfer and release of security interests, and take such other actions (other than the payment of funds) as may be reasonably required to more effectively convey, transfer to and vest in Assignee, such successor(s) or assign(s), as the case may be, the iCare Intellectual Property and the Materials, and to put Assignee, a successor(s) and/or an assign(s), as the case may be, in possession of the iCare Intellectual Property and the Materials consistent with the terms hereof.

Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns, the true and lawful attorneys of Assignor with full power of substitutions, in the name of Assignor or otherwise, and on behalf and for the benefit of Assignee, its successors and

assigns, to demand and receive from time to time any and all iCare Intellectual Property and Materials hereby conveyed, transferred, assigned and delivered or intended so to be; to give receipts, releases and acquittances for or in respect of the same or any part thereof; to institute and prosecute in the name of Assignor or otherwise any and all proceedings at law, in equity or otherwise, which Assignee, its successors and assigns, may deem proper to collect, assert or enforce any claim, title, right, debt or account hereby transferred and assigned or intended so to be; and to defend and compromise any and all actions, suits or proceedings in respect of any of the iCare Intellectual Property and the Materials hereby assigned and transferred or intended so to be, that Assignee, its successors and/or assigns, shall deem desirable. Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable in any manner or for any reason.

Assignor hereby reiterates and confirms each of the representations, warranties and covenants that it is making in the APA. Assignor hereby further represents and warrants that (i) a Software License Agreement by and between the University of Tennessee Research Foundation and Assignor, dated January 13, 2010, is of no further force and effect, except for Articles 3.1, 6.1, 12 and 13.2 thereof, (ii) Assignor has not licensed any iCare Intellectual Property to anyone, nor has it entered into any contract or agreement to do so, (iii) no iCare Intellectual Property or Materials were developed by anyone other than by (x) the four Originators in the course of their employment by the University of Tennessee ("UT") and/or with substantial use of UT funds or facilities, or (y) entities or individuals who entered into agreements that caused any iCare Intellectual Property or Materials developed, conceived or reduced to practice by them to be owned by Assignor, all of whose identities have been disclosed to the Assignee in the Schedules to the APA, and (iv) the DVD Package (defined below) contains all of the Materials.

For purposes herein the following capitalized terms shall the following definitions:

"DVD Package" means a collection of one or more DVD's that are labeled "iCare Materials" and signed by Assignor and that contain data, information, software and documentation relating to the iCare Intellectual Property.

"eHR" means electronic health or medical records.

"iCare Intellectual Property" means software and all associated content and Intellectual Property to support the teaching, testing and assessment of nursing, other health care and veterinary students and professionals relating to their ability to (i) work with eHRs and to access, record and query them, (ii) engage in patient teaching and care planning and mapping in connection with eHRs, and (iii) participate in medical billing and coding in connection with eHRs, as such software exists as of the date hereof, including source code, object code, any related interfaces and workflow tools, all technical, development, operational, end-user, and marketing documentation, third party license rights, dashboards, screen views, what appears to be actual patient health information (but in fact is based on fictional persons with fictional

health conditions), database support, stored lists, and business rules. iCare Intellectual Property shall include, without limitation, Related Developments.

"Materials" means software, source code, documentation, flow charts, marketing and survey materials, including customer contact information, mailing lists and other marketing, sales or customer prospect information, and all other written materials relating to iCare Intellectual Property.

"Intellectual Property" means (a) patents, patent applications, inventions and statutory invention registrations, (b) registered trademarks (where the term "trademark" as used in this Agreement includes all trademarks of any type, including service marks, certification marks and all other indicia of source or origin) and applications for same, including all goodwill associated therewith, (c) unregistered copyrights, registered copyrights and applications for same, (d) trade names, logos, common law and unregistered trademarks, Internet domain names, Internet and World Wide Web URLs or address, unregistered works of authorship, (e) computer software, records and data, including business rule data and user interface data, (f) confidential and proprietary information, including trade secrets and know how, and (g) all other intellectual property.

"Originators" means Tami H. Wyatt, Mathew A. Bell, Chayawat Indranoi, and Xueping Li.

"Related Developments" shall mean inventions, discoveries, know-how, designs, methods, improvements, technology, products, works of authorship, trademarks, trade secrets, mask works and derivative works (collectively referred to as "developments") related to the iCare Intellectual Property and that are developed, conceived, and/or reduced to practice prior to the execution hereof, as well as any rights that Assignor may have to future developments related to the iCare Intellectual Property.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Assignment shall be governed by the internal laws of the State of Tennessee.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be
duly executed as of this 1st day of ~~November~~, 2010.

December

ASSIGNOR:

**ICARE ACADEMIC, LIMITED LIABILITY
COMPANY**

By: *Tami H. Wyatt*
Tami H. Wyatt, its President

ASSIGNEE:

WOLTERS KLUWER HEALTH, INC.

By: _____
Susan Driscoll, its President and CEO of P&E,
a business unit of Wolters Kluwer Health, Inc.

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