

FORM PTO-1618A
Expires 09/30/99
OMB 0651-0027

07-10-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

OPR/FINANCE

101398706

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522.01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

07/10/2000 BNGUYEN 00000070 500546 75640647

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 75.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002097 FRAME: 0939

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75640647"/>	<input type="text" value="75568887"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75640653"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75568867"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

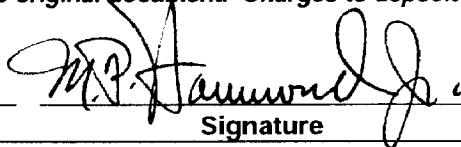
No

Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

Michael P. Hammond, Jr.

Name of Person Signing


Signature

5/22/00

Date Signed

CONTRIBUTION AND EXCHANGE AGREEMENT

THIS CONTRIBUTION AND EXCHANGE AGREEMENT (this "Agreement") is made and entered into as of this 1st day of January, by and between AAA Holdings, LLC, a Connecticut limited liability company ("AAA"), Health Info Corp., a Connecticut corporation ("HIC"), Stephan Ariyan, M.D., Christopher Ariyan, and Kevin J. Aniskovich (collectively, the "Members").

WITNESSETH:

WHEREAS, the parties have agreed that AAA shall transfer all of its assets to HIC in exchange for 2,000 shares (the "Shares") of the common stock, no par value per share, of HIC;

WHEREAS, the parties have further agreed that AAA will distribute the Shares to its Members as provided herein;

NOW, THEREFORE, in consideration of the premises, covenants, promises, warranties and representations hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer of Assets.

(a) AAA does hereby contribute, grant, transfer, convey, assign and deliver to HIC, as of the date first above appearing, all of AAA's right, title and interest, of whatever kind and character, in and to all of the assets of AAA including, but not limited to, the assets listed on the balance sheet of AAA attached hereto as Exhibit 1 (such assets are collectively referred to herein as the "Assets").

(b) The foregoing assignment shall not be effective with respect to any contract which, by its terms, may not be assigned without the prior consent of the landlord or other party, until the AAA has obtained a written consent from such landlord or other party; provided, however, that, with respect to such contracts, AAA agrees to take all reasonable actions to obtain such consents, provided that AAA shall not be required to agree to increase the amount of rent or other payments due under such contracts in order to obtain such consents, and AAA further agrees to make available to HIC the benefits of any such assigned contract.

(c) AAA hereby irrevocably makes, constitutes and appoints HIC the true and lawful attorney of AAA, with full power of substitution, for and in the name and stead of AAA but on behalf and for the benefit of HIC, to demand and receive from time to time any and all property, tangible and intangible, constituting any of the Assets and to give receipts and releases for and in respect of the same and any part thereof and, from time to time, to institute and prosecute in the name of AAA, but at the expense and for the benefit of HIC, any and all proceedings at law, in equity or otherwise, which HIC may deem proper to collect, assert or enforce any claim, right or title of any kind in respect of any of the Assets and to defend and compromise any and all actions, suits or proceedings hereafter instituted in respect of any of the Assets and to do all such acts and things in relation to the Assets as HIC shall deem desirable.

2. Assumption of Liabilities. HIC assumes none of the liabilities and/or obligations of AAA.

3. Issuance of Stock. In exchange for the Assets, HIC hereby issues the Shares to AAA.

4. Distribution. Immediately after the issuance of the Shares to AAA pursuant to paragraph 3 above, AAA shall distribute such Shares to the following Members in the following amounts:

<u>Member</u>	<u>Number of Shares</u>
Dr. Stephen Ariyan	1500
Kevin J. Aniskovich	400
Christopher Ariyan	100

5. Dissolution. Pursuant to Section 34-206 of the Connecticut Limited Liability Company Act, each of the Members hereby agree that AAA shall be dissolved upon distribution of the Shares pursuant to Section 4 above.

6. Representations and Warranties.

(a) HIC hereby represents and warrants to AAA and to the Members, as to itself, that its execution, delivery and performance of this Agreement and the transactions contemplated hereby have been duly authorized by all necessary action by its Board of Directors.

(b) AAA hereby warrants and represents to HIC that it has full power, right authority and capacity to enter into and perform this Agreement and has the absolute and unrestricted right to sell, assign, transfer and deliver the Assets to the HIC pursuant to this Agreement.

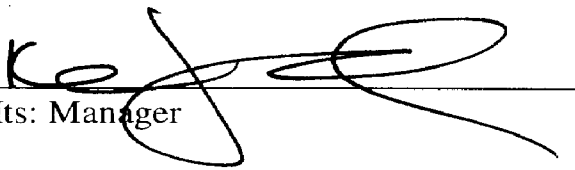
7. Further Assurances. Each of the parties hereby agrees to execute and deliver from time to time, at the request of the other party, all such further instruments of conveyance, assignment, transfer, issuance, assumption and further assurance as may be reasonably required in order to vest in and confirm to the other party all of the rights, properties, liabilities and stock hereby granted, transferred, conveyed, assigned, delivered, assumed or issued.

9. Governing Law. This Agreement shall be deemed to have been executed and delivered in the State of Connecticut and shall be governed by and construed in accordance with the internal laws, as opposed to the rules governing conflicts of laws, of the State of Connecticut.

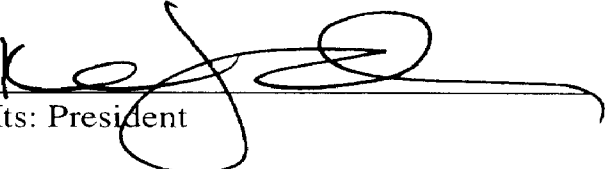
10. Successors. This Agreement shall be binding upon the parties and their respective successors, heirs and assigns.

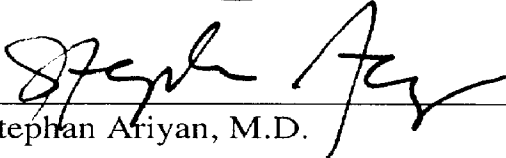
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first written above by their duly authorized representatives.

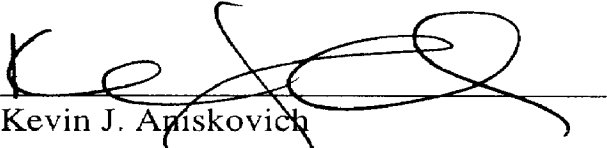
AAA Holdings, LLC

By: 
Its: Manager

Health Info Corp.

By: 
Its: President


Stephan Ariyan, M.D.


Kevin J. Aniskovich

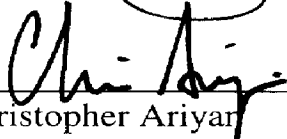

Christopher Ariyan

EXHIBIT 1

BALANCE SHEET

[TO BE PROVIDED BY J. MARTORELLI]

Page 10

ARTICLES AMENDING OR RESTATING ARTICLES OF ORGANIZATION
DOMESTIC LIMITED LIABILITY COMPANY

Rev: 4/97

Secretary of the State
30 Trinity Street
Hartford, CT 06106

1. Name of the limited liability Company:

Health Info, LLC

2. The Articles of Organization Are: (Check One Only)

- A. Amended only.
- B. Amended and Restated.
- C. Restated only.

If 2A or 2B is checked, complete #3.

3. The amendment is as follows: (Attach sheet of 8x11 paper if additional space is required)

Change Name to AAA Holdings,
Change Address to 471 East Main Street, Branford, CT 06405

If 2B or 2C is checked, complete #4.


4. Set forth each article of the Articles of Organization. (Attach sheet of 8x11 paper if additional space is required.)

NONE

EXECUTION

5. Dated this 29 day of April, 19 99

6. Kevin J. Aniskovich
Name and capacity of signatory (print or type)

7. 
Signature

For Official Use Only

Rec; CC:

Please provide filer's name and complete address for mailing receipt

J150.7