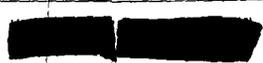


**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE
TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of :



Serial No. 76/130,042, for the mark GHX
Published in the Official Gazette of July 23, 2002

11-19-2002

U.S. Patent & TMOrc/TM Mail Rcpt Dt. #2:

KRISTIN M. CUENE in her individual capacity
and d/b/a/ INTERNATIONAL HEALTHCARE
EXCHANGE, INC., also trading as GLOBAL
HEALTHCARE EXCHANGE

Opposer

v.

Global Healthcare Exchange, Inc.

Applicant

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}

Opposition No.: To be assigned

NOTICE OF OPPOSITION

BOX TTAB - FEE
To the Honorable Commission
of Patents and Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

KRISTIN M. CUENE, an individual residing at 30 Lincoln Plaza, Suite 16-S, New York,
New York, in her individual capacity and doing business as INTERNATIONAL HEALTHCARE
EXCHANGE, INC., a corporation organized and existing under the laws of the State of

Delaware, having a place of business at 30 Lincoln Plaza, Suite 16-S, New York, New York, also known as GLOBAL HEALTHCARE EXCHANGE, (hereinafter jointly referred to as Opposer or Cuene) believes that it will be damaged by the registration of the mark GHX, published July 23, 2002 in the Official Gazette of the U.S. Patent and Trademark Office (Trademarks), Serial No. 76/130,042 filed September 18, 2000, on the Principal Register (hereinafter "the '042 Application"), and hereby opposes same.

As grounds of Opposition, it is alleged that:

1. The '042 application was filed on September 18, 2000 for the acronym mark GHX covering services as amended during prosecution and as published for opposition which read as services "for providing operational support and materials management systems in the fields of health care hospital management, namely providing on-line procurement, comparative pricing analysis, inventory control, and matching of providers and consumers of healthcare-related goods and services; operation of an on-line web site and electronic exchange for business to business transactions in the field of medical products and services; providing information via an on-line global computer network relating to clinical information in the field of medical products and services all in International Class 35.

2. The '042 application was filed based on intent to use.

3. Applicant Global Healthcare Exchange, LLC ("Applicant"), is a Delaware corporation with its principal office located in Westminster, Colorado.

4. International Healthcare Exchange Inc., doing business as Global Healthcare

Exchange (hereinafter referred to GHEX) was founded in or about late 1997 by Ms. Kristin Cuene who was and continues to be GHEX's president and chief executive officer.

5. Commencing at least as early December 1998, prior to Applicant's earliest adoption, use and application of the acronym mark GHX, Ms. Cuene, on behalf and through her efforts in connection with GHEX adopted and commenced use of the trademarks GHEX and GLOBAL HEALTHCARE EXCHANGE in connection with the offering and provision of consulting and informational services to hospitals, healthcare networks, healthcare products suppliers and other healthcare entities to assist these organizations to develop an Internet-based network and utilize the Internet for procuring healthcare related information, products, equipment and services.

6. Commencing at least as early January 1999, prior to Applicant's earliest adoption, use and application for the mark GHX, GHEX adopted and commenced use of the trademark GHEX (the "GHEX Mark") in connection with the offering and provision of consulting and informational services to hospitals, health networks, healthcare products suppliers and other healthcare entities to assist these organizations to develop an Internet-based network and utilize the Internet for procuring healthcare related information, products, equipment and services.

7. GHEX is the owner of U.S. Trademark Registration No. 2,525,168, issued on January 1, 2002 for the mark GHEX for consulting services in the field of healthcare in International Class 42 (the "GHEX Registration"). The GHEX Registration is valid and subsisting. The acronym mark GHEX as appears in the GHEX Registration is distinctive. GHEX is also the owner of U.S. Trademark Application Serial No. 76/269,722 for the mark GLOBAL HEALTHCARE EXCHANGE for consulting services in the field of healthcare.

8. During 1998, 1999 and 2000, Ms. Cuene, on behalf of GHEX, attended healthcare industry trade shows and conferences, conducted lectures and seminars and met with potential customers and strategic partners to publicize GHEX and its services. In connection with these trade shows, conferences, lectures, seminars and meetings, in addition to distributing its business cards, GHEX made PowerPoint presentations and distributed brochures and other informational materials which were designed by GHEX to assist key contacts and potential clients understand the development of the new technology and which all bore GHEX's GLOBAL HEALTHCARE EXCHANGE mark and/or the GHEX Mark (collectively, the "GHEX Marks").

9. As a result of the prominent public use, publicity, fame and notoriety GHEX achieved, an article featuring GHEX and its CEO, Ms. Cuene, was published in the 1999 edition of the periodical Healthcare Business. (A copy of this article is attached hereto as Exhibit 1).

10. Ms. Cuene, in her capacity as CEO of GHEX, was invited to deliver and did deliver a presentation at the 1999 Annual Conference of Healthcare Resource Materials Managers ("HRMM"), a major industry conference. Upon information and belief, GHEX was the only e-commerce company invited to make a presentation at the HRMM Conference that year.

11. In April 1999, Ms. Cuene, in her capacity as CEO of GHEX, addressed the incoming and outgoing Board of Directors of the Healthcare Electronic Data Coalition ("HEDIC") regarding a proposed strategic alliance developed by HEDIC and GHEX to promote electronic data interchange uniform standards and new opportunities for greater efficiency. Upon information and belief, the incoming and outgoing Board of Directors included representatives from some of the founding member companies of the Applicant.

12. As a result of GHEX's activities, the GHEX Marks came to be known to the

relevant purchasing public as representing services that were innovative and highly responsive to needs and feedback of its potential customers, thereby causing the GHEX Marks and the goodwill associated therewith to be of great value to GHEX.

13. By virtue of the renown acquired by the GHEX Marks, the GHEX Marks developed a secondary meaning and significance in the minds of the purchasing public, such that services offered in connection with these marks were immediately identified by the purchasing public with GHEX.

14. Upon information and belief, in or about March 2000, long after Opposer's adoption and use of its GHEX mark and its GLOBAL HEALTHCARE EXCHANGE mark and after these marks had acquired secondary meaning, Applicant, with the knowledge, participation and consent of its founding companies, commenced offering services under the marks GLOBAL HEALTH CARE EXCHANGE and GHX (collectively, the "Infringing Marks"), and advertised and continues to advertise both marks in close proximity to one another in connection with health care services, which services are identical, related, complementary or similar to the services offered by GHEX under the GHEX Marks.

15. Applicant's adoption and use of the acronym GHX as a mark was and continues to be without permission or authority of GHEX.

16. The Applicant has acknowledged GHEX's ownership of and rights in and to GHEX's GLOBAL HEALTHCARE EXCHANGE Mark and GHEX's use of the acronym mark GHEX. Specifically, Applicant's July 14, 2000 written offer of employment to Ms. Cuene provided that upon commencing her employment with Applicant, Ms. Cuene would agree to execute an assignment transferring all rights in GHEX's GLOBAL HEALTHCARE EXCHANGE

Mark to Applicant.

17. Ms. Cuene never agreed to this provision or otherwise executed or accepted the Assignment of Trademark Rights which accompanied the July 14 letter. (A copy of the Assignment of Trademark Rights is attached hereto as Exhibit 2). Instead, Ms. Cuene added a rider to the offer of employment which stated, among other things, that the term regarding the assignment of trademark rights was not accepted. Ms. Cuene further advised Applicant of her non-acceptance of the trademark assignment in the cover letter which Ms. Cuene attached to the offer letter and rider when she returned forwarded these documents to Applicant.

18. Upon information and belief, most of the services offered under the Applicant's GHX mark are directly competitive with those developed by GHEX and are offered to the same customers to whom GHEX offered its services.

19. Applicant's GHX mark is nearly identical to GHEX's registered GHEX Mark.

20. Upon information and belief, Applicant owns U.S. Trademark Application Serial No. 76/130,042 for the mark GHX and U.S. Trademark Application Serial No. 76/076,485 for the mark GLOBAL HEALTH CARE EXCHANGE (collectively, the "Applicant's Applications").

21. Both of the Applicant's Applications were filed with the United States Patent and Trademark Office ("USPTO") long after GHEX adopted and commenced use of its GHEX Mark and its GLOBAL HEALTHCARE EXCHANGE Mark, after these marks had acquired secondary meaning and become famous and after Ms. Cuene had met with Applicant and specifically advised Applicant of GHEX's ownership and prior and ongoing use of the GHEX Marks.

22. Because Applicant had actual knowledge of GHEX's GHEX mark prior to the time Applicant filed its application to register the acronym mark GHX, Applicant falsely and

fraudulently claimed in its '042 trademark application, in violation of 15 U.S.C. § 1051(3)(D), that “no other person, firm, corporation or association has the right to use said mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of such other person, to cause confusion, or to cause mistake or to deceive.”

23. The Applicant has willfully infringed GHEX’s GHEX Marks by using the Infringing Marks to identify Applicant's services in interstate commerce including on the www.ghx.com Internet website and their own Internet websites and in advertising, promotional materials and in offers to provide services in the United States. (See Exhibit 3) This use of the applied-for mark is without permission or authority of GHEX and such use has been and continues to be in a manner that has and is likely to cause confusion, mistake and to deceive.

24. Among other things, the Applicant’s use of the Infringing Marks, has led and is likely to lead others to mistakenly believe that services offered in connection with the Infringing Marks originate from or are in some way associated with, sponsored or endorsed by, or related to GHEX and its services.

25. Alternatively, the Applicant's use of the Infringing Marks has misled and is likely to continue to mislead others to mistakenly believe through reverse confusion that services offered by Opposer in connection with its registered mark GHEX and its GLOBAL HEALTHCARE EXCHANGE mark are sponsored or endorsed by, associated or related to Applicant, when in fact Opposer is not associated with, sponsored or endorsed, or otherwise affiliated with Applicant.

26. Upon information and belief, the Applicant has offered and provided services in connection with infringement of GHEX’s GHEX Mark, with the express intent to cause confusion

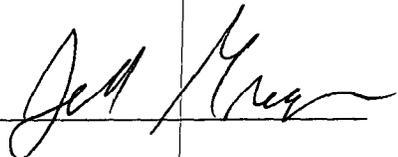
and mistake, to deceive and mislead the purchasing public, to trade upon the reputation of GHEX and to improperly appropriate GHEX's valuable trademark rights.

27. If Applicant is granted the registration herein opposed, it will thereby obtain an exclusive right to use GHX which will be a source of damage and injury to the Opposer who has been using GHEX in U.S. commerce prior to Applicant's adoption and use of its GHX mark.

Wherefore, Opposer prays that the United States Patent and Trademark Office not issue Application Serial No. 76/130,042 as a Registration.

Respectfully,

MASON, MASON & ALBRIGHT

By: 

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Date: 11/19/02

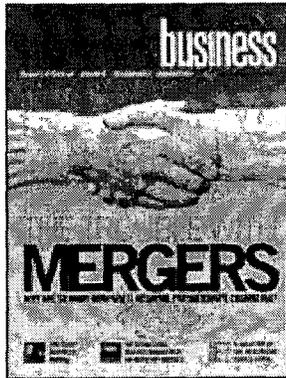
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NO. 1 IN THE WEEK

Reinventing the Supply Chain

Ambitious Internet startups are hoping to snare a piece of the medical equipment and supply market dominated by a handful of group purchasing organizations and distributors.

By BONAR MENNINGER

The medical equipment and supplies market, which once occupied a relatively quiet corner of the healthcare business and was of interest primarily to materials managers and group purchasing organizations, has suddenly caught fire. Now the \$80 billion-plus matrix of vendors, distributors and purchasing groups, which provides everything from million-dollar imaging equipment to disposable latex gloves, has captured the imagination of venture capitalists who see the sector as a potential gold mine in the healthcare e-commerce "space."

Like so many other business-to-business niches, venture-backed medical equipment and supply startups are hoping to undermine once-formidable entry barriers and are racing to market with Web-based solutions built around the promise of sharply lower procurement costs and services. While these Web firms only have a collective market share in the low single digits, industry analysts predict an explosion in medical supply e-commerce in the years just ahead. As a result, traditional players are scrambling to deploy their own Web capabilities, perhaps rethinking long-held business assumptions.

Some observers predict these new e-firms could supplant the middleman role traditionally provided by purchasing cooperatives and distributors. Others suggest that the absence of physical infrastructure within many of the new entities—the trucks and warehouses to actually

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move and store products—could result in alliances, partnerships and mergers between old and new players.

"The most important issues now are how Internet startups can bring new value to the existing healthcare infrastructure, and how existing relationships will be altered," says Kristin Cuene, chief executive of

"The ability to source, receive bids, contract, procure, track, receive and pay invoices in one cycle...is what people are after."

Global Healthcare Exchange, a New York-based healthcare e-commerce startup. "If you ask those questions of 63 people, you'll get 64 different answers." Regardless of who ultimately prevails in the race to build next-generation procurement pipelines, however, most observers agree that the main beneficiaries of the transformation will be healthcare providers.

Using Internet-based tools to squeeze superfluous administrative expenses out of the existing materials management process—the aggregate costs of which typically account for between 15 and 35 percent of hospital equipment and supply expenditures—providers will be able to reinvest savings of time and money into the actual provision of care. According to a 1996 benchmark study by an alliance of industry groups, healthcare providers spend about \$83 billion annually on non-capital medical supplies. Of that amount, about \$23 billion represents pure process costs. With improved efficiencies in order management, information sharing and product movement across the supply chain, about \$11 billion of the \$23 billion in process expense could be eliminated, the study found.

"The processes by which we're doing business today are so ingrained that it's hard to understand just how much time we're wasting," observes Jeff Kleck, founder of Neoforma.com, a three-year-old Santa Clara, Calif.-based firm that offers a suite of e-services in the materials management arena. "So I think the end result of everything that's happening today is that the quality of care is just going to go through the roof."

Today, less than 5 percent of medical supply chain purchases are made via the Internet, says Daren Marhula, an analyst with U.S. Bancorp Piper Jaffray in Minneapolis. The number reflects healthcare's conservative stance toward information technology and its questions about the efficacy of Internet business-to-business models. But as the e-commerce supply chain is perfected and its benefits are clearly demonstrated, volume is expected to jump to nearly 60 percent, Marhula says.

For materials managers, the Internet promises two inherent advantages over the electronic ordering systems that have linked providers, distributors and group purchasing organizations for more than a decade: instant access to a wider range of product and price information and the potential to serve as a low-cost framework for standardizing and aggregating purchasing through ubiquitous ordering platforms deployed across a healthcare system.

The latter benefit is key, observers say. As health systems have expanded in size and complexity, materials managers have found themselves wrestling with incompatible ordering and inventory systems, and conflicting GPO or distributor arrangements, explains Joe Miccio, executive director of business development with NCI, a Rancho Santa Margarita, Calif.-based supply chain consulting firm. The result, in many cases, has been an inability to monitor and control costs, an absence of price uniformity, greater risk of order errors and an overall increase in off-contract purchases made by individuals or departments without the benefit of volume discounts or best-price information.

"Best-price and a seamless, efficient procurement process are the goal," says Global Healthcare's Cuene. "The ability to source, receive bids, contract, procure, track, receive and pay invoices in one cycle with one enterprise-wide system is what people are after." To that end, many of the emerging e-companies are pursuing a virtual distribution model not unlike that of Amazon.com, the highly successful book retailer. Known as trading

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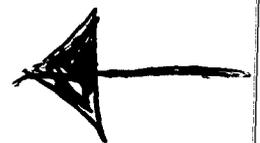
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hubs on the business-to-business side, the firms aggregate and organize available vendor and distributor product and price information and present it impartially through user-friendly, Web interfaces. In some cases,

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reverse auctions or anonymous bidding systems allow buyers to drive the best possible price from vendors. Orders are executed either through a link to the vendor or distributor, or less frequently, through a one-stop invoicing system created and managed by the trading hub. Regardless of the payment methodology, most new firms and, increasingly, traditional players, are offering value-added tools that can provide sophisticated purchasing, usage and inventory data in real-time.

Among the Web sites offering single-source purchasing and invoicing is MedSupplies.com, a unit of New York-based Medsite.com. The two-year-old firm, which is expected to report \$12 million in revenues this year, hopes to have 20,000 different medical products available by fall. The company also offers a wide range of medical books, software and medical journal database services.

Meanwhile, California's Neoforma has created a clearinghouse for buying and selling used medical equipment and has developed a virtual, three-dimensional tour of the 1,000-room, state-of-the-art ambulatory care center built by the University of Chicago's Center for Advanced Medicine. The service was created to help planners expedite the design and provision of their own facilities. On the medical materials side, Neoforma claims to have assembled the largest product database in the world, with more than 400,000 items offered by 15,000 vendors. "Traditionally, there's been no way for even the largest hospital to source all available product offerings," says Kleck, Neoforma's founder. "What we've developed is a research tool that allows you to gain access to more products than you ever could before."

But because of the wider array of available choices and the new methods for ordering them, some providers see thorny problems emerging with an e-commerce-based supply system. "While you might win in getting a lower price, somehow you have to get the product to the hospital in a coordinated way so that you're not getting product from a lot of different sources at a lot of different times," says Jonah Hughes, vice president of purchasing with the St. Louis-based Daughters of Charity National Health System, a \$6 billion network operating 50 hospitals in 17 states.

Accommodating multiple shipments from multiple vendors, Hughes points out, can add considerable indirect expense to the process and may be far less efficient than the consolidated shipments typically provided by a wholesaler or GPO. "I think there is a lot of potential for the Web, but we've got to pull it together so that we know when it's coming, where it's coming from and how it's traveling," Hughes says.

Brad Brettmann, purchasing manager with BryanLGH Medical Center in Lincoln, Neb., is using the Web to purchase monitoring and biomedical equipment supplies through a link with manufacturer Hewlett Packard. Brettmann likes the consolidated purchasing data the Web provides, as well as the real-time updates about which manufacturer products are in stock. But he sees a major drawback to Web purchasing—the inability to interface Web purchase orders with hospitals' existing inventory management systems. "Right now, you have to do double-entry," he says. "You enter it in your system, then you have to turn around and enter it all again on the Web. There's no way we could do that with all our major purchases. So until they solve that, I can't see it really taking hold."

Not surprisingly, addressing those kinds of problems and bringing Web-based services to customers has emerged as a top priority for major wholesalers and group purchasing organizations in recent months. In August 1998, Richmond, Va.-based Owens & Minor Inc., one of the nation's largest distributors of medical-surgical supplies, rolled out WISDOM, a Web-based tool designed to help customers standardize product lines, achieve better internal contract compliance and consolidate purchasing information systemwide. WISDOM connects subscribing customers to a data warehouse that can provide in-depth account information about medical-surgical purchases, inventory, usage and contract compliance. Fellow wholesale heavyweight Allegiance Corp., a subsidiary of Cardinal Health Inc., in May introduced a similar offering called ASAP.e.COMM, which provides ordering and historical information ranging from consolidated purchasing records to trends in product demand.

GPOs also have been working overtime to refine their Web capabilities. Irving, Texas-based Novation, the \$12 billion supply company formed in 1998 through the merger of supply programs operated by VHA Inc. and the University HealthSystem Consortium, is surveying its members to determine the type and scope of their Internet purchasing needs. Novation was among the first GPOs to establish a Web-based catalog in early 1998. Spokesman Lynn Gentry says the company plans to meet future Web demand by developing solutions in-

house or by partnering with third-parties.

Another major GPO, St. Louis-based AmeriNet Inc., is likewise exploring all options, according to its president, Bud Bowen. The possibilities include hooking up with one or more new players or developing Web capabilities internally. Still, Bowen isn't convinced that the Web can bring earth-shattering new efficiencies. "Healthcare providers have developed their own ways of processing order acquisitions that, in many cases, already are being done electronically and very efficiently," Bowen says. "I do think the Internet represents a compellingly efficient method of communications, but I don't think it can replace the fundamental value proposition that either GPOs or distributors bring to the supply chain." Nonetheless, he says, it would be "naive and foolish" for traditional players to ignore the Internet.

"Where the crunch is really going to come is in the distribution area," predicts Daniel P. Cook, chief executive of Enable-IT Resources Inc., a Newport Beach, Calif.-based information technologies consulting firm. "If manufacturers are able to go straight to the Web intermediary or to the healthcare enterprises themselves, they'll take the middleman right out of the picture."

Synthia Molina, founder and chief executive of Mission:Accomplished, an Irvine, Calif.-based market strategies firm, believes GPOs are particularly vulnerable. "I can imagine a scenario where GPOs are no longer necessary, mostly because of the rapid flow of information over the Internet," Molina says. "If I were a GPO, I'd be looking at acquiring Internet partners very quickly. And if I were a relatively weak distributor, I'd be very concerned."

Edward Rollins, M.D., chairman and chief executive officer of CIMTEK Medical Co., a Johnson City, Tenn.-based online provider of medical supplies, says he doesn't expect that GPOs will disappear overnight, given their current size and strength in the supply chain. But they'll need to fundamentally alter their business model to remain competitive in the long run, he says.

"The reason GPOs existed in the first place was because the market was inherently inefficient in terms of getting pricing and selection to the end customer," Rollins says. "Now the Internet allows customers to negotiate directly with their suppliers and gain that value on their own. So the question becomes, how will the GPOs respond?" Despite the possibility of rapid change, distributors and GPOs continue to maintain significant size advantages over emerging dot com players and retain the loyalty of existing customers, a fact that e-players tend to overlook, says Cuene of Global Healthcare. "Strict loyalty to existing distributor and GPO relationships is a message

we've heard time and again from healthcare organizations out there," she says.

Sanjay Pingle, co-founder and chief marketing officer with Medsite.com, says there is plenty of opportunity to go around. "The Internet is so vast, and the models of success there have been based on a collaborative environment," Pingle observes. "If any one company thinks they can do it all alone, they're kidding themselves. It's about focusing on core strengths. Our strength is in the Internet, but we're definitely aligning ourselves with strategic partners."

How soon will the Web revolution unfold? Miccio of NCI expects momentum to continue over the next 24 months, particularly after internal resources are freed up once hospitals clear the looming Y2K hurdle. In addition, he says, many providers are waiting for next-generation, wireless Web interfaces—tools that will improve the utility of the Web on the ordering side of the procurement process. But change is coming. "I don't think people really recognize the speed and intensity with which this whole issue is being evaluated right now by distributors, manufacturers and GPOs," Miccio says. "There's a lot of work going on, and if companies are not yet looking at the Web, they'd better get on it real quick."

Bonar Menninger is a freelance writer based in Shawnee Mission, Kan.

What do you think? Send your comments to bonar@medsite.com,
Managing Editor



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ASSIGNMENT OF TRADEMARK RIGHTS

This Agreement, effective as of July ___, 2000, is by and between Kristin M. Cuene, an individual d/b/a The Global Healthcare Exchange and residing at 30 Lincoln Plaza Suite 16S, New York, New York 10023 ("Assignor"), and Global Health Care Exchange, LLC ("Assignee"), a limited liability company formed under the laws of the state of Delaware and with a principal place of business at 8770 West Bryn Mawr Avenue, Chicago, IL 60631.

WHEREAS Assignee is the owner of the service mark "GLOBAL HEALTH CARE EXCHANGE" ("Assignee's Mark") as applied to Assignee's services of providing operational support and materials management systems in the field of health care hospital management as well as operation of an on-line web site and electronic exchange for business-to-business transactions in the field of medical products and services, and providing information via an on-line computer network relating to clinical information in the field of medical products and services; and

WHEREAS Assignor has used and consequently may have acquired some rights and/or interest in and to the trademark, trade name and/or business name "THE GLOBAL HEALTHCARE EXCHANGE" ("Assignor's Mark"), including, but not limited to, the goodwill of the business symbolized thereby; and

WHEREAS Assignee desires to acquire, and Assignor desires to sell, assign and transfer to Assignee any and all rights which may have accrued to Assignor relating to Assignor's Mark, including but not limited to: all trademark, service mark, copyright, trade name, company name and common law rights, together with any and all associated rights to past damages, domain name rights, and any other rights acquired through Assignor's use of "THE GLOBAL HEALTHCARE EXCHANGE".

NOW, THEREFORE, in view of the foregoing premises, and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as following:

1. Assignor hereby agrees to assign unto Assignee and its successors, assigns and legal representatives, all right, title and interest in and to Assignor's Mark including, but not limited to, the trademark, service mark, trade name and/or business name "THE GLOBAL HEALTHCARE EXCHANGE", together with the goodwill of the business symbolized thereby, and with any and all associated rights to past damages, domain name rights, and any other rights

acquired through Assignor's use of "THE GLOBAL HEALTHCARE EXCHANGE", the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

2. In consideration of the foregoing, Assignee agrees to pay to Assignor, as good and valuable consideration, the amount of one hundred dollars (\$100.00), the adequacy and receipt of which is hereby acknowledged.

3. Assignor agrees that, as of the date of execution of this agreement, it will cease all use of Assignor's Mark as a trademark, service mark, trade name, and/or company name related to any goods or services, and will thereafter initiate no new or continued use of any mark comprised or containing the words "GLOBAL HEALTHCARE EXCHANGE" or any other mark confusingly similar thereto.

4. Assignor agrees not to challenge or otherwise contest Assignee's registration and/or use of Assignee's Mark in connection with the identified services.

5. The parties hereby agree to waive and release one another from all damages, costs, liability or other claims arising from or related to either Assignee's Mark or Assignor's Mark prior to the date of this Agreement.

6. This agreement and all rights and obligations of the parties hereto shall be binding and enforceable worldwide on the parties hereto, and their officers, directors, agents, successors and assigns, and any company controlled by, controlling or under common control with either party hereto,

7. The parties hereto each represent and warrant that they have the authority to enter into this Agreement. The undersigned representatives of the parties hereto each represent and warrant that they have the authority to execute this Agreement on behalf of their respective companies/entities and to bind the same to the terms thereof; and that all necessary corporate action has been taken to authorize the execution of this Agreement.

8. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and such counterparts taken together shall constitute one and the same instrument. For the purposes hereof, a facsimile copy of this Agreement including the signature page hereto, shall be deemed an original.

9. This Agreement sets forth the entire agreement, and supersedes any and all prior agreements of the Parties, whether written or oral, with respect to the subject matter hereof. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both Parties. The terms of this Agreement may not be waived except by written waiver, signed by the parties hereto.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on and as of the day and year first above written.

Kristin M. Cuene d/b/a Global Healthcare Exchange

Date: _____

SUBSCRIBED AND SWORN TO

before me this ____ day of July, 2000

Notary Public, State of Illinois

Global Health Care Exchange, LLC

By: _____

Title: _____

Date: _____

SUBSCRIBED AND SWORN TO

before me this ____ day of July, 2000

Notary Public, State of Illinois



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Major Medical Products and Services Companies Establish Global Healthcare Exchange

NEW YORK, NY (March 29, 2000) - Johnson & Johnson, GE Medical Systems, Baxter International Inc., Abbott Laboratories and Medtronic, Inc. announced today that they are creating a global healthcare exchange that will be an independent Internet-based company. This new privately-held trading exchange will help healthcare providers make quicker, more efficient purchasing decisions by simplifying business processes and providing a single source for customers' healthcare purchases.

"Every healthcare system around the world is under enormous pressure to create efficiency a take out costs," said James T. Lenehan, worldwide chairman, Medical Devices, Diagnostics, a Health Systems Group, Johnson & Johnson. "This exchange is a big part of the solution-access to state-of-the-art supply chain management and clinical content without the capital expense

"Healthcare requires the speed of the Internet and the staying power of trusted, experienced industry leaders. This venture combines both, and is the perfect extension to our long-standing customer relationships. We all have a stake in the future of healthcare," said Jeff Immelt, president and CEO, GE Medical Systems.

The independent on-line enterprise will facilitate the exchange of information related to buying and selling and distributing medical equipment, devices and healthcare products and related services worldwide, and also provide access to extensive clinical content. It will provide equal access to all healthcare manufacturers, suppliers, distributors, providers, group purchasing organizations and other healthcare trading partners.

"This new on-line exchange has the potential of dramatically reducing the number of technology systems that we currently need to procure and purchase products, and providing access to accurate and timely information. It should save time and money, and enhance our focus on what we do best-providing the best possible care for our patients," said William J. Donelan, executive vice president, Duke University Health System.

"Our bottom line is providing the best possible patient care, and we need trusted suppliers to help us meet that objective. That is why we look to companies like those involved in the exchange for solutions," said Robert W. Carretta, vice president, Saint Barnabas Health Care System.

The exchange is being established with equity investments by the founding companies. There will be no transaction fees paid by customers for products bought through the exchange. The exchange's operations will be funded by participating suppliers.

Open Exchange Will Offer Broad Portfolio

The healthcare industry spends an estimated \$100 billion annually in the United States alone on products and services. By adding products of other manufacturers and service suppliers as the exchange develops, the exchange will broaden its diverse product offering and provide a dynamic and comprehensive portfolio. At launch, it will offer the majority of products and services used by healthcare providers to provide patient care. The goal of the exchange is to offer product breadth and choice representing nearly everything that is needed by healthcare customers.

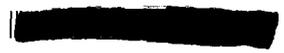
Exchange to Expand Globally

The first generation of the exchange will go "live" in the third quarter of 2000. Although the

TTAB

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE
TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of :



Serial No. 76/130,042, for the mark GHX
Published in the Official Gazette of July 23, 2002

11-19-2002

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #2:

KRISTIN M. CUENE in her individual capacity
and d/b/a/ INTERNATIONAL HEALTHCARE
EXCHANGE, INC., also trading as GLOBAL
HEALTHCARE EXCHANGE

Opposer

v.

Opposition No.: To be assigned

Global Healthcare Exchange, Inc.

Applicant

BOX TTAB - Attention : Helen Johnson
To the Honorable Commission
of Patents and Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

12/02/2002 KGIBBONS 00000106 76130042

01 FC:6402

300.00 OP

Dear Ms. Johnson:

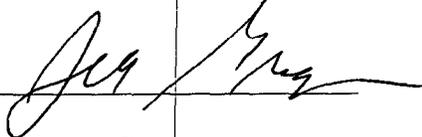
This is in response to your letter mailed on November 6, 2002 regarding the above-identified matter. Attorney for the Opposer identified above apologizes for any confusion regarding the differences in the name of Opposer as represented in the Extension of Time to Oppose previously filed in this matter. Kristin M. Cuene is an individual and is the CEO and President of International Healthcare Exchange Inc., a Delaware corporation owned by her. Ms. Cuene operates her corporate entity under the trade name Global Healthcare Exchange. Opposer's first and third requests for extensions did not include the trade name Global Healthcare Exchange. However, the second request for extension of time to oppose represented

International Healthcare Exchange Inc., by its trade name. The entities are one in the same. Privity has always existed between the entities and between Ms. Cuene. Accordingly, the Opposition in this case should be instituted in the name of Ms. Cuene, an individual doing business as International Healthcare Exchange, Inc., also trading as Global Healthcare Exchange.

Any questions may be directed to the undersigned.

Respectfully,

MASON, MASON & ALBRIGHT

By: 

Jeffrey H. Greger
Penrose L. Albright
Attorneys for Opposer

Mason Mason & Albright
2306 South Eads Street
Arlington, VA 22202
Tel: 703-979-3242
Fax: 703-979-2526

Date: 11/19/02



C.A. MASON (1866 - 1943)
JOHN M. MASON (1893 - 1963)
PENROSE LUCAS ALBRIGHT
JEFFREY H. GREGER

PATENT AGENT:
ERIC S. ALBRIGHT

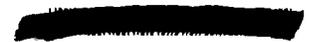
OF COUNSEL:
WILLIAM B. MASON

MASON, MASON & ALBRIGHT
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TTAB

INTELLECTUAL PROPERTY LAW
PATENT, TRADEMARK, COPYRIGHT
ASSOCIATED TECHNICAL MATTERS

November 19, 2002



11-19-2002

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #2:

BOX TTAB - FEE
To the Honorable Commissioner
of Patents and Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Re: Serial No. 76/130,042 for the mark GHX
Published in the Official Gazette of July 23, 2002
Notice of Opposition: Kristin M. Cuene v. Global Healthcare Exchange, Inc.

Sir:

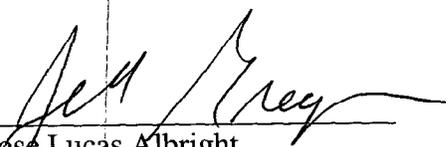
Attached hereto are the following:

1. Notice of Opposition in duplicate, including Exhibits A-C;
2. Response to letter mailed on November 6, 2002
3. Check for \$300.00.

Please find attached hereto a check in the amount of \$300.00 for the filing fee associated with the Notice of Opposition. If any additional fees are required in connection with the filing of this Notice of Opposition, please charge to Deposit Account No. 13-2000.

Respectfully submitted,

MASON, MASON & ALBRIGHT

By 
Penrose Lucas Albright
Jeffrey H. Greger
Attorneys for Opposer

RECEIVED
NOV 19 2002
U.S. PATENT & TRADEMARK OFFICE