

05-26-1999

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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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
4 26 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

4 26 99

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)
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

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FOR OFFICE USE ONLY

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40.00 DP

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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: 001901 FRAME: 0617

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,750,420"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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.

Paul M. Antinori, Vice President
of Versyss Incorporated

4/26/99

Name of Person Signing

Signature

Date Signed

Trademark Filing
Versyss Incorporated
and Holbrook Systems, Inc.

RECEIVING PARTY

Name Versyss Incorporated
DBA/AKA/TA
Composed of
Address (Line 1) c/o Physician Computer Network, Inc.
Address (Line 2) 1200 The American Road
Address (Line 3) Morris Plains, New Jersey 07950

Individual General Partnership Limited Partnership
 Corporation Association
 Other

Citizenship/State of Incorporation Delaware

ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT, dated as of April 26, 1999, by and between Physician Computer Network, Inc., a New Jersey corporation and VERSYSS Incorporated (hereinafter referred to, collectively, as the "Assignors") and Holbrook Systems, Inc., a Delaware corporation (the "Assignee").

Background

The Assignors' are the owners of the trademarks, trademark applications and copyrights set forth on Schedule A hereto and all rights associated therewith (the "Intellectual Property").

The Assignors and Assignee are parties to a certain Asset Purchase Agreement, dated as of the date hereof (the "Agreement"), pursuant to which the Assignors have agreed to assign to Assignee all of Assignors' rights, title and interests in and to the Intellectual Property, subject to the retention by the Assignors of a joint ownership interest in certain of the Intellectual Property as specified on Schedule A hereto.

Assignee wishes to acquire all of Assignors' rights to the Intellectual Property, subject to the retention by the Assignors of a joint ownership interest in certain of the Intellectual Property as specified on Schedule A hereto.

NOW THEREFORE, the parties hereto agree as follows:

Section 1. Assignment

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors hereby assign, deliver and sets over unto Assignee all of the rights and obligations of the Assignors' and their respective successors and assigns to all of the Intellectual Property, subject to the retention by the Assignors of a joint ownership interest in certain of the Intellectual Property as specified on Schedule A hereto.

Section 2. Further Instruments

The parties hereto agree that they will execute and deliver, or cause to be executed and delivered, to the other such documents and instruments, in addition to those specifically required by the provisions of this Assignment Agreement, in form and substance reasonably satisfactory to the other, as may reasonably be necessary or desirable to carry out or implement any provision of this Assignment Agreement.

Section 3. Binding Nature, Governing Law

This Assignment Agreement shall (a) inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto and (b) be governed by, and construed in accordance with, the substantive laws of the State of New York.

Section 4. Amendments

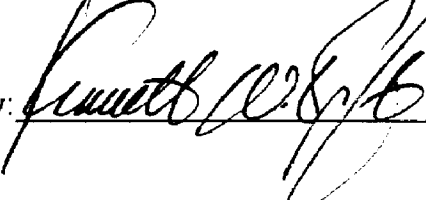
This Assignment Agreement may not be altered, amended or modified except by a writing signed by the party against whom such alteration, amendment or modification is sought to be enforced.

Section 5. Definitions

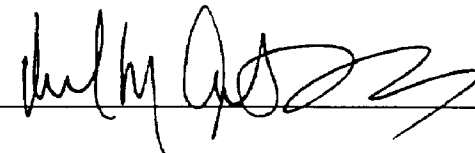
All the terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF, the Assignors have duly executed this Assignment Agreement by their duly authorized officers as of the date first above written.

PHYSICIAN COMPUTER NETWORK, INC.


By:  _____

VERSYSS INCORPORATED

By:  _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)


On the 26th day of April, 1999, before me personally came Kenneth W. Ernsting, to me known, who being by me duly sworn, did depose and say that he is a Senior Vice President of Phycsian Computer Network, Inc., the corporation described in, and which executed the foregoing instrument, and that he was fully authorized to execute this Assignment on behalf of said corporation.


Notary Public

LORNA BERNARD
Notary Public, State of New York
No. 01BE6017463
Qualified in Bronx County
Commission Expires December 14, 2000

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 26th day of April, 1999, before me personally came Paul M. Antinori, to me known, who being by me duly sworn, did depose and say that he is a Vice President of Versyss Incorporated, the corporation described in, and which executed the foregoing instrument, and that he was fully authorized to execute this Assignment on behalf of said corporation.


Notary Public

LORNA BERNARD
Notary Public, State of New York
No. 01BE6017463
Qualified in Bronx County
Commission Expires December 14, 2000

SCHEDULE A

All source-codes, object-codes, manuals and other documentation for the following products:

VERSYSS Materials Management System (VMMS) - releases 3.3.x, 4.1.x, 4.2.x, 4.3.x, 5.0.x, 5.1.x, 5.2.x, 5.3.x, 6.0.x, 6.1.x, 6.2.x, and 6.3.x (currently in development).

VERSYSS Construction Management System (VCMS) - releases CASE, 1.5.x, 1.6.x, 1.7.x, 1.8.x, 1.9.x., 2.0.x, 2.1.x, 2.2.x, and 2.3.x (currently in development).

VERSYSS Fuel Oil Management System (FOMS) - releases Chain, 4.x.x, 5.x.x, 6.0.x, 6.1.x, and 6.2.x (currently in development).

VERSYSS Transportation Management System (VTMS) - releases 4.x.x, 5.0.x, and 5.1.x (currently in development).

VERSYSS Government Management System (VGMS) - releases 1.x.x, 2.0.x, and 2.1.x (currently in development).

VERSYSS Financial Management System (VFMS) - releases 1.1.x, 1.2.x, 1.3.x, 1.4.x, and 1.5.x (currently in development).

VERSYSS Wholesale Management System (VWMS) - releases 4.0.x, 4.1.x (currently in development).

VERSYSS Lumber System (LBR) - releases 5.0.x and Y2K version (developed by Arizona VAR).

Additional documentation includes:

- Project Release specification books for the above referenced products
- Source Listings of application releases for the above referenced products
- CADOL Development under UNIX manuals
- VERSYSS Development Programming Services manuals
- Custom documentation, files and source-code
- Custom modification documentation

THE ASSIGNORS ARE ASSIGNING TO THE ASSIGNEE A JOINT OWNERSHIP INTEREST WITH THE ASSIGNORS (OF WHICH THE ASSIGNORS' RETAINED INTEREST IS SUBJECT TO SECURITY INTERESTS GRANTED TO THIRD PARTIES BY THE ASSIGNORS) IN THE FOLLOWING INTELLECTUAL PROPERTY:

Trademarks

VERSYSS Quick Access (VQA)
VERSYSS Commercial Intelligence Runtime (VCIR)
Versyss Instant Access

Software (Copyrights)

CADOL programming language (right to use)
Bug Tracking System (source/object/data)
Enhancement Tracking System (source/object/data)
Time Tracking System (source/object/data)
Corporate Customer Maintenance System (source/object/data)
Branch Management System (BMS) (source/object/data)
Auto Update (source/object)
Auto Install (source/object)
VAE-Utilities (source/object)
Modem scripts (source/object)
CADOL Development under UNIX scripts
Run Time System (as a part of XRTS)
XRTS
PCN Application Software License Manager