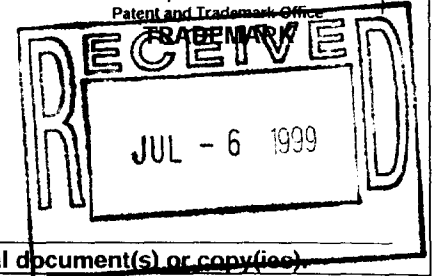


07-08-1999



101086146



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

66-7-99
MLO
26-99

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 _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Brand Software, Inc. Execution Date
Month Day Year 6/30/99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name VantageMed Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 3017 Kilgore Road

Address (line 2) Suite 180

Address (line 3) Rancho Cordova California 95670
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 Delaware

07/08/1999 NTHA11 00000048 1903466

FOR OFFICE USE ONLY

01 FC:481

40.00 OP

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="1903466"/>	<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.

Brand Software, Inc.
By: Cheney C. Brand, President

June 30, 1999

Name of Person Signing

Signature

Date Signed

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**") is dated as of June 8, 1999 by and among VantageMed Corporation, a company incorporated in the State of Delaware ("**VMC**"); Brand Software, Inc., a company incorporated in the State of New York ("**Brand**"); and Cheney C. Brand, principal and a key shareholder of Brand (the "**Principal**"); with Brand and the Principal collectively termed "**the Brand Parties**," and with all of the foregoing collectively termed the "**parties**."

BACKGROUND

Brand is engaged in the business of the development, sale and support of information management and software systems for behavioral health practices (the "**Business**"). VMC desires to acquire (and the Brand Parties desire to transfer to VMC) all the properties, assets and rights of the Brand Parties related to Brand and/or the Business, and VMC also agrees to assume certain specified liabilities of Brand, all upon the terms and conditions set forth in this Agreement, including the schedules prepared by the Brand Parties, and the exhibits prepared by VMC. The parties intend this transaction to qualify as a tax-free reorganization under Section 368(a)(1)(C) of the Internal Revenue Code of 1986, as amended (the "**Code**"). Therefore, in consideration of the mutual promises and covenants set forth herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I - PURCHASE AND SALE OF ASSETS

1.1 Description of Assets to be Acquired. As set forth in this Agreement, the Brand Parties agree to convey, sell, transfer, assign and deliver to VMC (and VMC agrees to purchase) all right, title and interest of the Brand Parties at the time of closing described in Article VI below (the "**Time of Closing**") in and to all assets, properties and rights related to Brand and/or the Business, including the following:

(a) All customer accounts of Brand relating to the Business and all customer, mailing and prospect lists of Brand relating to the Business, and all of the Brand Parties' rights to service the current customer accounts of Brand and/or the Business;

(b) All interests of the Brand Parties in all software developed or used in relation to the Business (the "**Products**"), including all underlying information, technology, source and object codes, algorithms and the like relating to the Products, and specifically including that listed on **Schedule 1.1(b)**;

(c) All interests of the Brand Parties in the equipment, instruments, computer hardware and software (including underlying information, technology, source and object codes, algorithms and the like), documentation and manuals (whether stored on a computer or in written form), software tools, furniture, fixtures, motor vehicles, production supplies, spare parts, other miscellaneous supplies, tools and stores, repair and maintenance parts and fixed assets used by, or in relation to, Brand and/or the Business (collectively, the "**Related Property**"), including those listed on **Schedule 1.1(c)**;

(d) All inventory owned by the Brand Parties related to Brand and/or the Business, and all raw materials, work-in-progress, finished goods and supplies (collectively, the "**Inventory**"), including those listed on **Schedule 1.1(d)**;

(e) All claims and rights under all agreements, contracts, contract rights, licenses, purchase and sale orders, quotations, insurance policies and other executory commitments related to Brand and/or the Business (collectively, the "**Contracts**"), including those listed on **Schedule 1.1(e)**, and the "Contracts Requiring Novation or Consents to Assignment," as such phrase is defined in Section 4.1(j)(3) below;

(f) All claims and rights under all franchises, licenses, permits, consents, authorizations, certificates and approvals of any federal, state, or local regulatory, administrative, or other governmental agency or body issued to or held by Brand and/or the Business, or any of the parties comprising the Brand Parties to the extent they are necessary, related or incidental to Brand and/or the Business (collectively, the "**Permits**"), including those listed on **Schedule 1.1(f)**;

(g) The trade or service marks and business or fictitious names set forth on **Schedule 1.1(g)** (collectively, the "**Trademarks and Tradenames**"), and all the goodwill of the Business connected with all of the foregoing or symbolized thereby;

(h) All other rights, title and interest to patents, trademarks, patent applications, trademark rights, trade secrets, information, proprietary rights, license rights, service marks, inventions, tradenames, copyrights, processes, technical information, software, licenses, designs and confidentiality agreements, logos, and customer and supplier lists related to Brand and/or the Business, together with all the goodwill associated therewith (collectively, the "**Intellectual Property**"), including those listed on **Schedule 1.1(h)**;

(i) All accounts receivable of Brand (the "**Accounts Receivable**"), including those listed on **Schedule 1.1(i)**, and all security deposits, prepaid expenses, prepaid accounts and any other assets of Brand and/or the Business;

(j) Copies of originals of books of account, general ledgers, sales invoices, accounts payable and payroll records, drawings, advertising materials, marketing and business plans, sales training and procedures information, files, papers and all other records relating to Brand and/or the Business that have been prepared at or prior to the Time of Closing (the "**Records**");

(k) All rights, if any, under express or implied warranties from suppliers and vendors of Brand which are related to Brand and/or the Business;

(l) All of Brand's and the Brand Parties' causes of action, judgments, and claims or demands of whatever kind or description arising out of or relating to Brand and/or the Business, other than those arising under this Agreement;

(m) All goodwill associated with Brand and/or the Business (the "**Goodwill**");

shall be construed against or interpreted to the disadvantage of any of the parties by any court or other authority by reason of that party having drafted or proposed such provision.

9.13 Entire Agreement. This Agreement shall be deemed to include the exhibits and schedules referred to herein. This Agreement, together with the documents referred to herein, and the documents to be signed and delivered hereunder contemporaneously with the Time of Closing embody the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede and extinguish all prior agreements, drafts, representations and understandings, oral or written, relative to such subject matter. Each of the parties hereby acknowledges that no representations, inducements, promises or agreements, verbally or otherwise, have been made by any of the parties, or anyone acting on behalf of any of the parties, which are not embodied in this Agreement, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Each of the parties represents and warrants that it has fully familiarized itself with this Agreement, and that such party has been fully authorized to sign this Agreement, and all related documents. The parties agree that this Agreement shall only be binding when signed by the parties in the blanks immediately below. If the pages of this Agreement are initialed, such initialing shall be solely for the purpose of identification. If initialing is on some, but not all, of the pages of this Agreement, that absence of initialing shall not affect the validity of this Agreement, to the extent it is signed in the blanks immediately below.

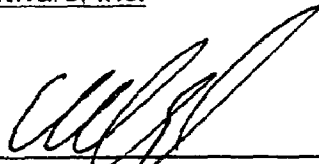
* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered as of the day and year first above written.

VantageMed Corporation

Brand Software, Inc.

By: _____
Joel Harris
President and CEO

By: 

Cheney C. Brand
President

3017 Kilgore Road, Suite 180
Rancho Cordova, CA 95670

500 West Cummings Park, #3150
Woburn, MA 01801-6514 1950

Cheney C. Brand (individually)



500 West Cummings Park, #3150
Woburn, MA 01801-6514 1950

Q

Schedule 1.1(g)
Trade and Service Marks

Registered Trademark: Insurance Connector® (reg. no. 1903466)

Unregistered Trademarks: Therapist Helper; Therapist Helper design

World Wide Web Domain Name: www.helper.com