

07-26-1999



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7.20.99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

07-20-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #47

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 _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Wismer*Martin, Inc.

Execution Date
Month Day Year
7 2 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Washington

Receiving Party

Mark if additional names of receiving parties attached

Name Medical Manager Northwest, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) C/O Medical Manager Corp.

Address (line 2) 3001 North Rocky Point Drive East Suite 100

Address (line 3) Tampa Florida 33607
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization Washington

07/23/1999 DWSUYEN 00000213 1522453

FOR OFFICE USE ONLY

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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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)

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 Wismer*Martin, Inc.

7 / 2 / 99

Name of Person Signing

Signature

Date Signed

ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT, dated as of July 2, 1999, by and between Physician Computer Network, Inc., a New Jersey corporation and Wismer*Martin, Inc. (hereinafter referred to, collectively, as the "Assignors"), Medical Manager Northwest, Inc., a Washington corporation (the "Assignee").

Background

The Assignors' are the owners of all source codes, object-codes, manuals and other documentation and materials (whether or not in written form) and all versions thereof, together with all other patents, licenses, trademarks, service marks, tradenames, domain names, copyrights, proprietary computer software, proprietary inventions, proprietary technology, technical information, discoveries, designs, proprietary rights and non-public information, whether or not patentable and whether registered or unregistered in each case: (i) relating to the Sm*rt Practice Software (defined below) including, without limitation, all rights in any and all derivative works based on the Sm*rt Practice Software and all versions of the software or (ii) listed on Schedule A hereto and all rights associated therewith (the "Intellectual Property"). The "Sm*rt Practice Software" means the medical practice management software known as "Sm*rt Practice."

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.

Assignee wishes to acquire all of Assignors' rights to the Intellectual Property as specified.

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 set 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. Assignors further assign, deliver and set over unto Assignee all the goodwill of the business connected with the use and symbolized by the trademark rights (whether registered or unregistered) being assigned hereunder. To evidence the transfer of the goodwill assigned hereunder Assignors assign, deliver and set over unto Assignee all customer lists of users of the Sm*rt Practice Software and copies of all books of account, records, files, invoices, customer lists, supplier lists, designs, drawings, business records and plans, computer print-outs and software, plans and specifications, warranties, trade correspondence, sales or promotional literature, operating data and other books and records relating to the publishing of a medical management software product

known as Sm*rt Practice and providing physicians, hospitals, medical clinics and other facilities which are providers of medical services with practice management software systems using the Sm*rt Practice Software and providing maintenance and support for such systems.

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 Florida.

Section 4. Amendments

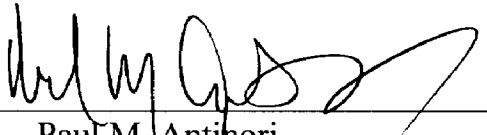
This Assignment Agreement may not be altered, amended or modified except by a writing signed by the party against whom such alteration, amendment or modification is sought to be enforced.

Section 5. Definitions

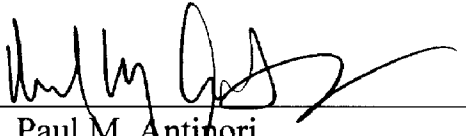
All the terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

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: 
Paul M. Antinori
Vice President

WISMER*MARTIN, INC

By: 
Paul M. Antinori
Vice President

STATE OF *New Jersey*)
)ss.:
COUNTY OF *Morris*)

On the 6 day of *July*, 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 Physician 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.

Lynna A. Wills
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/11/2004

Lynna A. Wills

Notary Public

STATE OF *New Jersey*)
)ss.:
COUNTY OF *Morris*)

On the 6 day of *July*, 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 Wismer*Martin, 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.

Lynna A. Wills
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/11/2004

Lynna A. Wills

Notary Public

SCHEDULE A

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

Smart Practice 4.2 Registered as TX-3-469-423 on November 1, 1992 with the U.S. Copyright office.

Smart*Practice 5.x (DOS)

Smart*Practice 6.x (Windows)

Additional documentation includes:

Project Release specification books for the above referenced products
Source Listings of application releases for the above referenced products
Custom documentation, files and source-code
Custom modification documentation

Trademarks

Sm*rt (and design) Registered on January 31, 1989 with the U.S. Patent and Trademark Office as Registration Number 1522453.

Smart*Practice
Wismer*Martin
Wismer-Martin
Wismer Martin

Third Party Software, licensed to the Sm*rt Practice Business utilized internally:

Borland Delphi Language (one time purchase) - Smart*Practice 6.x
Borland Turbo Pascal Language (one time purchase) - Smart*Practice 5.x
Orpheus Turbo Power
Wise Installation System