

MAN 7-22-99

U.S. Department of Commerce  
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TRADEMARK

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

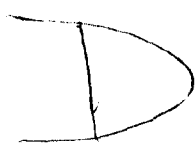
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. Patent & TMO/TM Mail Rpt Dt. #54



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  
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Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Change of Name
- Other 

Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

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

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01 FC:481 40.00 OP

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:  
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**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 AMY LEE BRADY

Address (line 1) CSC

Address (line 2) 80 STATE ST 6th FL

Address (line 3) ALBANY NY 12207

Address (line 4)

**Pages**

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

# 3

**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)

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<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<u>1522453</u>	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved.

# 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

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:

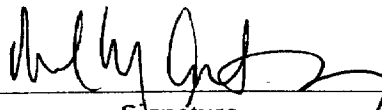
Yes

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



7/2/99

Name of Person Signing

Signature

Date Signed

ALVAREZ & MARSAL, INC  
599 Lexington Avenue  
New York, New York 10022

July 2, 1999

Wismer\*Martin, Inc. and  
Physician Computer Network, Inc.  
1200 The American Road  
Morris Plains, New Jersey 07950

and

Medical Manager Northwest, Inc. and  
Medical Manager Corporation  
3001 North Rocky Point Drive East, Suite 100  
Tampa, Florida 33607

Re: Collateral

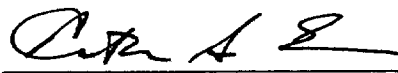
Gentlemen:

Reference is made to the Guarantee and Collateral Agreement made by Physician Computer Network, Inc. ("PCN") and certain of its subsidiaries, including, without limitation, Wismer\*Martin, Inc. ("Wismer\*Martin"), in favor of Alvarez & Marsal, Inc., as agent ("AM"), dated as of July 22, 1998 (the "Collateral Agreement"). Pursuant to the Collateral Agreement, Wismer\*Martin and PCN granted to AM a lien on and security interest in all of their assets, including, without limitation, all of Wismer\*Martin's tangible and intangible assets, rights, interests and properties of every kind, wherever located and by whomever possessed (the "WM Assets"), and PCN's right, title and interest in and to the assets used in and material to the medical practice management software product known as "Sm\*rt Practice" (together with the WM Assets, the "Assets") and to be sold in accordance with the terms of the Asset Purchase Agreement dated as of July 2, 1999 by and among Wismer\*Martin, PCN, Medical Manager Northwest, Inc., a Washington corporation and Medical Manager Corporation, a Delaware corporation (the "Asset Purchase Agreement").

By this letter, AM hereby agrees, acknowledges and confirms that, effective simultaneous with the release by Fleet Bank, N.A., as administrative agent of the senior lenders of PCN, of all of its liens on and security interests in the Assets, AM is releasing and does release any and all liens on and security interest in the Assets and any rights that AM has or may have in and to the Assets under and pursuant to the Collateral Agreement are hereby terminated. Notwithstanding anything to the contrary contained herein, AM does not release any lien on or security interest in the Retained Assets (as defined in the Asset Purchase Agreement) or any of the assets referred to in Section 1.7 of the Asset Purchase Agreement to the extent of PCN's and Wismer\*Martin's retained ownership interest therein.

AM further agrees to execute and deliver to Wismer\*Martin and PCN or their designee any and all documents, instruments or agreements necessary to evidence this release, including, but not limited to, UCC-3 Termination Statements.

Alvarez & Marsal, Inc., as agent

By:   
Its: Carter S. Evans  
Managing Director