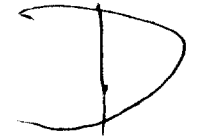


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7-27-99



07-22-1999

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. Patent & TMO/ct/TM Mail Rcpt 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  
Reel #  Frame #

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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

**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="1522453"/>	<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.)

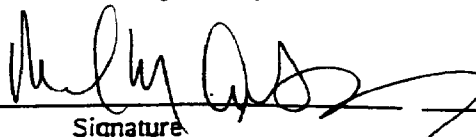
Deposit Account Number: #

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  
Name of Person Signing

  
Signature

7/9/99  
Date Signed

FLEET BANK, N.A.,  
777 Main Street - CTMOH19A  
Hartford, Connecticut 06115

July 9 , 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 Fleet Bank, N.A., as administrative agent for the several lenders and financial institutions (in such capacity, the "Administrative Agent"), dated as of September 10, 1997 (the "Collateral Agreement"). Pursuant to Collateral Agreement, Wismer\* Martin and PCN granted to the Administrative Agent 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 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, the Administrative Agent, hereby agrees, acknowledges and confirms that, effective as of the date hereof, the Administrative Agent is releasing and does release any and all liens on and security interest in the Assets and any rights that the Administrative Agent 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, the Administrative Agent does not release any lien on or security interest in the Retained Assets (as defined in the Asset Purchase Agreement) or to 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.

The Administrative Agent 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.

Fleet Bank, N.A., as Administrative Agent

By: Donald R. McKeown

Its: SVP