



101258991

To the Honorable Commissioner of Patents and Trademarks: F

thereof.

1. Name of conveying party(ies) **RECEIVED**
Resource America, Inc. **2000 JAN 11 AM 9:54**

Individual(s)
 General Partnership
 Corporation-State (Kentucky)
 Other _____

Association
 Limited Partnership
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

Name: Medical Manager Health Systems, Inc.

Internal Address: _____

Street Address: 3001 North Rocky Point Drive East, Suite 400

City: Tampa State: Florida ZIP: 33607

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 22, 1999

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)
1,939,861

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lin M. Cherry, Esq.
 Internal Address: Akerman, Senterfitt & Eidson, P.A.

Street Address: One Southeast Third Avenue, 28th Floor

City: Miami State: Florida ZIP: 33131

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Lin M. Cherry, Esq. _____
 Name of Person Signing Signature Date 1/4/00

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (ext. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, RK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

02/02/2000 DNGUYEN 00000180 1939861

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of December **22**, 1999, by **RESOURCE AMERICA, INC.**, a Kentucky corporation (the "Assignor") in favor of **MEDICAL MANAGER HEALTH SYSTEMS, INC.**, a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor owns the trademarks set forth on Exhibit A hereto and all other identifying names, trademarks, service marks, domain names, logos, designs, images and colors used in connection with its practice management software business (the "Business") (the "Trademarks");

WHEREAS, Assignor's Business is ongoing and existing and Assignee intends to be the successor to the Business of Assignor; and

WHEREAS, Assignor desires to grant and Assignee desires to acquire any and all of Assignor's right, title and interest in and to all of Assignor's Intellectual Property (as hereinafter defined) including all of Assignor's right, title and interest in and to the Trademark Property, Copyright Property, and Patent Property (all as hereinafter defined).

NOW, THEREFORE, with the Recitals deemed incorporated by reference and made a part hereof and for other good, valuable and sufficient consideration, the receipt of which is acknowledged, Assignor agrees as follows:

TERMS OF AGREEMENT

1. **Assignment.** Assignor does hereby assign unto Assignee all of its worldwide rights, title, interests and claims in and to:

1.1 The Trademarks, any and all registrations of the Trademarks, pending applications to register the Trademarks and all future royalties or other fees paid or payments made or to be made to Assignor in respect of the Trademarks and all other proceeds of any and all of the above including, without limitation existing and future profits and damages for past and future infringements of the Trademarks (all of the foregoing collectively referred to as the "Trademark Rights");

1.2 The goodwill of the Business connected with the use of, and symbolized by the Trademarks (the "Goodwill"), as indicated by the assignment by Assignor to Assignee of all right, title, interest and claim in and to the books, records and tangible assets which will allow the continuation of the Business under the Trademarks, including, but not limited to books and records relating to quality control and advertising of the goods and services offered under the Trademarks (the Goodwill along with the Trademark Rights are collectively referred to herein as the "Trademark Property");

1.3 The designs, pictures, drawings, photographs, websites, characters, graphics, software, books, manuals, computer programs and any other copyrightable materials which were created for use in connection with the Business, are actually used in connection with the Business

or incorporate the Trademarks (the "Copyrights") including, without limitation: (i) the derivatives of the Copyrights; (ii) all physical sketches, notes, worksheets, drawings, prints, slides, negatives and copies thereof which incorporate the Copyrights; (iii) the right to secure registration of the Copyrights, in Assignee's name or otherwise; (iv) any and all registrations of the Copyrights; (v) any and all publication rights in the Copyrights, in whatever form; (vi) the right to use, license, exploit, sell or otherwise dispose of the Copyrights in any manner and for any purpose Assignee sees fit; and (vii) any and all subsidiary rights in the Copyrights; and (viii) existing and future profits and damages for past and future infringements of the Copyrights, (the Copyrights, together with all of the foregoing, are collectively referred to as the "Copyright Property"); and

1.4 Any and all patentable works which were created for use in connection with the Business or which are actually used in connection with the Business (the "Patents") and any and all registrations of the Patents and pending applications to register the Patents (the Patents together with the foregoing collectively referred to as the "Patent Property" and the Patent Property, the Trademark Property and the Copyright Property are collectively referred to herein as the "Intellectual Property").

2. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its sole discretion) but for the benefit of Assignee (i) to endorse and/or file or record, all assignment, applications, documents, papers and instruments necessary for Assignee or its transferee, successors or assigns, to obtain title to and the right to use the Intellectual Property; and (ii) to take all action which Assignee may deem proper in order to provide for Assignee the benefits of the Intellectual Property. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Assignee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest and penalties in respect thereof. The foregoing shall not limit any other rights and remedies of the Assignee, and shall survive the execution and delivery of this Assignment. Assignor here ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Assignment.

3. **Choice of Law.** The validity of this Assignment or any of its terms, covenants and conditions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of Florida.

[Signatures to Follow]

DEC-17-99 04:21PM FROM: AHERMAN BENTERFITT & EISSON 49053745005 T-322 P.04/05 F-041

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first written above.

ASSIGNOR:

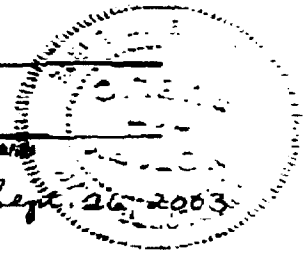
RESOURCE AMERICA, INC., a Kentucky corporation

By: [Signature]
Name: Thomas A. Diering
Title: Chairman

STATE OF Kentucky)
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 22nd day of December, 1999, by Thomas A. Diering as Chairman of RESOURCE AMERICA, INC., a Kentucky corporation, who is personally known to me as who has produced [Signature]

Charlotte Elam
NOTARY PUBLIC
CHARLOTTE ELAM
(Print Type or Stamp Commission and Name of Notary Public)
My Commission expires Sept. 26, 2003



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EXHIBIT A

<u>Trademark</u>	<u>Registration/ Serial Number</u>	<u>Owner</u>	<u>Goods/Services</u>	<u>First Use Date</u>
RESOURCE AMERICA & Design	1,939,861	Resource America, Inc.	Medical billing computer Software Programs in International Class 9	May 28, 1996