

06-08-2000



101375790

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
01 01 2000

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
01 01 2000

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/AK/AITA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

06/07/2000 JSHABAZZ 00000109 1516235

01 FC:481 40.00 DP

02 FC:482 425.00 DP

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002084 FRAME: 0555

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.

Robert W. Baker, Jr. VP and Secretary

5/2/00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

Conveying Party

Enter Additional 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

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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| <input type="text" value="2052670"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="2047719"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="1868707"/> | <input type="text"/> | <input type="text"/> |

BILL OF SALE AND ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS BILL OF SALE AND ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("Instrument") is made, executed and delivered as of the 1st day of January, 2000, by IDX Systems Corporation ("IDX"), a Vermont corporation, with its principal place of business in South Burlington, Vermont, with respect to the contribution by IDX to IDX Investment Corporation ("IIC"), a Vermont corporation, of certain intellectual property assets.

By this Instrument, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, IDX agrees as follows:

1. Bill of Sale. IDX does hereby grant, sell, convey, assign, transfer and deliver to IIC all right, title and interest, legal and equitable, of IDX in and to all of the assets, properties and rights of IDX listed on Exhibit A attached hereto (the "Assets").

TO HAVE AND TO HOLD all and singular Assets, without limitation, for its own use forever.

2. Assignment of Copyright. IDX hereby assigns to IIC all of IDX's right, title and interest in and to any and all copyrights to the Assets that may be secured under laws now or hereafter in force and effect in the United States of America or in any other country or countries. IDX specifically grants to IIC without limitation, all copyrights throughout the world including all extensions, renewals and continuations thereof, whether common law, statutory or otherwise, in the Assets, together with the exclusive right to obtain and register the copyright and to renew copyright protection in the Assets, whether in the name of IIC or otherwise. IDX further assigns to IIC all causes of action, past and future, for infringements or violation of any of the rights in the Assets, and any recoveries resulting from such infringements or violation of rights.

3. Assignment of Trademarks. IDX does hereby assign unto IIC all right, title and interest in and to the Marks (as defined on Exhibit A), together with the goodwill of the business symbolized by the Marks

4. Miscellaneous Provisions.


4.1. Further Assurances. IDX agrees to perform (at its own expense) all such further acts and execute and deliver all such further agreements, instruments and other documents as IIC shall reasonably request to evidence more effectively the conveyance, assignment, and transfer made by IDX under this Instrument.

4.2. Successors in Interest. This Instrument and all the provisions hereof shall be binding upon, and inure to the benefit of, the successors and assigns of the parties permitted pursuant to the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the date first written above.

IDX SYSTEMS CORPORATION

By:



Its duly authorized agent.

EXHIBIT A

All of IDX's rights, title and interest in and to its software products, including without limitation the software products listed below, trademarks and service marks, and all copyrights, patent rights, trademark and service mark rights and trade secrets associated therewith.

Software Products

Clinical Management System
Connect*R*
Credit Card Integration Application
CRS
DataBreeze
Data Warehouse
Analyzer
EDI
Enterprise View
Enterprise Index
GPMS
IDX Address Corrector
IDX Express Mail
IDXrad
IDXsite
IDXtend
IDXterm
IDXview
Intercept
LastWord
OCM
Out*Reach*
Systems Interface Utility
TES

Trademark and Service Mark Registrations

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------------|-------------------------|--------------------------|
| <u>United States</u> | | |
| LASTWORD | 1,616,570 | October 9, 1990 |
| LASTWORD | 1,533,609 | April 4, 1989 |

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|------------------------------|-----------|--------------------|
| PHAMIS-LASTWORD | 1,519,678 | January 10, 1989 |
| PHAMIS-LASTWORD | 1,532,345 | March 28, 1989 |
| PHAMIS-LASTWORD DESIGN | 1,520,695 | January 17, 1989 |
| IDX THE POWER OF PERSPECTIVE | 2,101,006 | September 30, 1997 |
| IDXTEND | 2,098,974 | September 23, 1997 |
| IDX | 2,098,886 | September 23, 1997 |
| THE POWER OF PERSPECTIVE | 2,096,986 | September 16, 1997 |
| IDX | 1,516,235 | December 13, 1988 |
| IDX | 1,459,908 | October 6, 1987 |
| LABPLUS | 1,272,522 | April 3, 1984 |
| IDX | 75-497551 | Pending |
| ADDSERV | 2081180 | July 22, 1997 |
| RETROSERV | 2052670 | April 15, 1997 |
| GATESERV | 2047719 | March 25, 1997 |
| TREGO SYSTEMS | 1868707 | December 20, 1994 |
| CASESERV | 1868053 | December 20, 1994 |
| <u>Canada</u> | | |
| LASTWORD | 466,029 | November 13, 1996 |
| PHAMIS-LASTWORD | 464,622 | October 25, 1996 |
| <u>Venezuela</u> | | |
| LASTWORD | 24618/92 | November 10, 1992 |
| LASTWORD | 24904/92 | November 12, 1992 |
| LASTWORD | 24776/92 | November 11, 1992 |
| PHAMIS | 24779/92 | November 11, 1992 |
| PHAMIS-LASTWORD | 24777/92 | November 11, 1992 |

PHAMIS-LASTWORD

24780/92

November 11, 1992

PHAMIS-LASTWORD

24778/92

November 11, 1992