

07-14-2000



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U.S. Department of Commerce  
Patent and Trademark Office  
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RECORDATION FORM COVER SHEET  
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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

Name  Execution Date  
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- 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

07/12/2000 DNGUYEN 00000173 2305244

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01 FC:481 40.00 OP  
02 FC:482 25.00 OP

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

TRADEMARK  
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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

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="2305244"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2293982"/>	<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

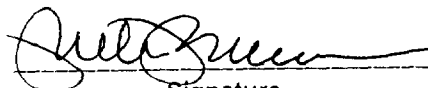
No

**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.

PATRICIA BACCAM

Name of Person Signing



Signature

6/13/2000

Date Signed

# ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is effective this 6<sup>th</sup> day of June, 2000 ("Effective Date") by and between **SILICON VALLEY BANK**, a California chartered bank ("Assignor"), and **E-MEDSOFT.COM**, a Nevada corporation ("Assignee").

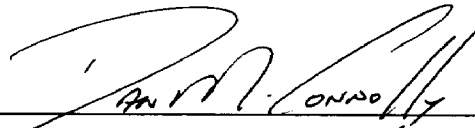
In consideration of the receipt by the parties of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, for itself and its successors and assigns, does hereby assign and transfer unto Assignee, its successors and assigns, all Assignor's right, title and interest in and to the Intellectual Property Security Agreement dated March 22, 2000 (the "Agreement" attached hereto and incorporated by this reference as Exhibit A).

Assignee, for itself and its successors and assigns, does hereby accept, assume, take over, and succeed to all Assignor's right, title and interest in and to the Agreement and all terms, conditions, provisions, covenants and obligations contained therein, and in any amendments thereto, which Assignor is obligated to keep or perform, and hereby covenants with Assignor, its successors and assigns, to fully and faithfully make, keep and perform any and all payments, terms, conditions, covenants and obligations contained in the Agreement, to be made, kept, or performed by Assignor on or after the Effective Date.


Assignor and Assignee agree that this Assignment may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto agree that: (a) the signature pages taken from separate individually executed counterparts of this Assignment may be combined to form multiple fully executed counterparts, and (b) a facsimile transmission shall be deemed to be an original signature. All executed counterparts of this Assignment shall be deemed originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

In Witness Whereof, Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed by their proper officers, hereunto duly authorized, as of the dates set forth below.

## SILICON VALLEY BANK

By:   
Name: DAN M. CONNOLLY  
Title: SENIOR VICE PRESIDENT

## E-MEDSOFT.COM

By:   
Name: MARGARET A. HARRIS  
Title: CFU