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03-02-2001

D
Docket No.:

25459-4

02-12-2001

U.S. Patent & TMOs/TM Mail Rpt Dt. #11



101624652

original documents or copy thereof.

1. Name of conveying party(ies):

Medical Manager, PCN, Inc.
1200 The America Road
Morris Plains, NJ 07950

2.12.01

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Quitclaim Agreement
- Merger
- Change of Name

Execution Date: December 4, 2000

2. Name and address of receiving party(ies):

Name: Holbrook Systems, Inc.
Internal Address: c/o VERSYSS Commercial Systems
Street Address: 140 Gould Street
City: Needham State: MA ZIP: 02494

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

03/01/2001 6TON11 00000065 1638200

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

Additional numbers

B. Trademark Registration No.(s)

1638200,
1655771

Yes No

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

Name: WILLIAM Y. KLETT, III
Internal Address: NEXSEN PRUET JACOBS & POLLARD, LLC

Street Address: 1441 MAIN STREET, POST OFFICE
DRAWER 2426

City: COLUMBIA State: SC ZIP: 29202

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

080719

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.

William Y. Klett, III

Name of Person Signing

William Y. Klett III
Signature

2/8/01
Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK
REEL: 002243 FRAME: 0225

QUITCLAIM AGREEMENT

THIS QUITCLAIM AGREEMENT (the "Agreement"), is made and entered into as of the 4th day of December, 2000 (the "Effective Date"), by and between Medical Manager PCN, Inc., a Delaware corporation ("Medical Manager") and Holbrook Systems, Inc., a Delaware corporation ("Holbrook").

RECITALS

A. Reference is made to the Asset Purchase Agreement dated as of April 26, 1999 (the "Asset Purchase Agreement") among Holbrook, VERSYSS Incorporated, a Delaware corporation ("VT"), and Physician Computer Network, Inc., a New Jersey corporation ("PCN"). Pursuant to the Order Confirming Debtor's Fourth Modified Joint Plan of Reorganization issued in PCN's bankruptcy case under Chapter 11 of the U.S. Bankruptcy Code, certain rights and obligations of PCN and VI under the Asset Purchase Agreement were assigned to Medical Manager. Pursuant to Section 1.8(b) of the Asset Purchase Agreement, Holbrook, upon the occurrence of certain events, was to become the owner of the rights, titles and interests in and to the mark and name VERSYSS (the "Mark").

B. Even after Holbrook becomes the owner of the Mark, Medical Manager and its affiliates are entitled to continue to use the Mark as specified in Section 1.8(b) of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

Section 1 QUITCLAIM

1.1 **Quitclaim of Rights.** Medical Manager hereby quitclaims to Holbrook all of Medical Manager's right, title, and interest, if any, in and to the Mark, and the goodwill associated therewith and appurtenant thereto. Medical Manager makes no representation or warranty regarding its right, title or interest in or to the Mark, and expressly disclaims all such representations and warranties.

1.2 Use by Medical Manager.

(a) Pursuant to Section 1.8(b) of the Asset Purchase Agreement (and notwithstanding the quitclaim set forth in Section 1.1 above), Medical Manager and its affiliates may continue to use the Mark for:

(i) temporary uses such as exhausting on-hand supplies of form documents or marketing materials that may contain a reference to the Mark;

(ii) use as part of any products of Medical Manager or any of its affiliates or predecessors (including, without limitation, PCN and VI) distributed to customers or resellers prior to the date of this Agreement; and

(iii) any other temporary, transitional use requested by Medical Manager and consented to in writing by Holbrook.

(b) Further, from and after the date hereof, Holbrook hereby grants to Medical Manager and its affiliates a perpetual, royalty free license to use the Mark in connection with any contract, agreement or document (including, without limitation, any UCC-1 Financing Statement) in effect as of the date hereof, together with any amendment thereof or modification thereto.

**Section 2
MISCELLANEOUS**

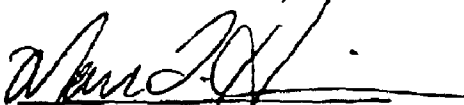
2.1 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

2.2 Nothing contained in this Agreement shall be construed to create a partnership or joint venture between or among the parties.


2.3 This Agreement shall be governed by, and construed in accordance with the laws of the state of Florida, without regard to Florida conflict of law principles. Exclusive venue and jurisdiction for any dispute arising under or related to this Agreement shall be in the state or federal courts located in Hillsborough county, Florida. The parties submit themselves to personal jurisdiction of said courts for adjudication of any such dispute.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

MEDICAL MANAGER PCN, INC.

By: 
Name: M. L. Harrison
Title: VICE PRESIDENT

HOLBROOK SYSTEMS, INC.

By: 
Name: DONALD PARKHURST
Title: VICE PRESIDENT