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12-07-2001



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings ⇒⇒⇒ ▼ ▼ ▼	0231. Y Y	
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.	
Name of conveying party(ies):	Name and address of receiving party(ies)	
PracticeWorks, Inc.	Name: <u>Medical Dynamics, Inc.</u> Internal Address: Suite 200	
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☐ Delaware ☐ Other	Street Address: 400 Inverness Drive City: Englewood State: CO Zip: 80112 Individual(s) citizenship	
Additional name(s) of conveying party(ies) attached? 🎴 Yes 🍱 No	Association	
3. Nature of conveyance:	Limited Partnership	
Assignment	Corporation-State Colorado	
Security Agreement	☐ Other	
Other Trademark Sec. Agrmt. Release	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)	
Execution Date: August 8, 2001	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) 2034684 1930685 1299413 2111413 1719664 1788021	
Additional number(s) att 5. Name and address of party to whom correspondence)	
concerning document should be mailed:	6. Total number of applications and registrations involved:	
Name: Richard L. Haury, Jr., Esq.	(C) 2.5	
Internal Address:	7. Total fee (37 CFR 3.41)	
	Enclosed	
	Authorized to be charged to deposit account	
c/o Morris, Manning & Martin, LLP Street Address: 1600 Atlanta Financial Center	8. Deposit account number:	
3343 Peachtree Road, NE		
City: Atlanta State: GA Zip: 30326	(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.		
Name of Person Signing Signature Date		
Total number of pages including cover sheet, attachments, and document:		

12/06/2001 LMUELLER 00000251 2034684

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

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

01 FC:481 02 FC:482 40.00 0P 150.00 0P

> TRADEMARK REEL: 002407 FRAME: 0173

Additional Receiving Party

Computer Age Dentist, Inc., a California corporation 11300 West Olympic Drive Suite 600 Los Angeles, CA 90064

TRADEMARK
REEL: 002407 FRAME: 0174

TRADEMARK SECURITY AGREEMENT RELEASE

This Trademark Security Agreement Release ("Release") is being executed and delivered in accordance with Section 4. of the Trademark Security Agreement dated October 28, 1999 (the "Agreement") by and among Medical Dynamics, Inc., a Colorado corporation ("MEDY"), Computer Age Dentist, Inc., a California corporation ("CADI" who along with MEDY are collectively referred to herein as the "Debtors"), and PracticeWorks, Inc., a Delaware corporation and the Assignee of InfoCure Corporation, a Delaware corporation ("Secured Party"). Capitalized terms used in this Release without definition have the respective meaning given to them in the Agreement.

RECITALS

WHEREAS, Debtors (individually a "Borrower" and collectively the "Borrowers") and Secured Party have entered into that certain Loan and Security Agreement, dated October 28, 1999 (as amended by the First Amendment to the Loan Documents dated January 18, 2000, the Second Amendment to the Loan Documents dated May 8, 2000, the Third Amendment to the Loan Documents dated January 10, 2001, and as the same may be amended, modified, supplemented or restated, from time to time, the "Loan Agreement"), pursuant to which Secured Party has agreed to make a loan (the "Loan") to the Borrowers, subject to the terms and conditions set forth in the Loan Agreement.

WHEREAS, in connection with and as part of the Loan Agreement, each Borrower has granted Secured Party a first priority security interest in certain Collateral, as more fully described in the Loan Agreement.

WHEREAS, as a condition precedent to the making of the Loan under the Loan Agreement, each Debtor is required to execute and deliver the Agreement and to grant to Secured Party a continuing security interest in all of the "Trademark Collateral" to secure Borrowers' Obligations.

WHEREAS, each Debtor has duly authorized the execution, delivery and performance of the Agreement.

WHEREAS, Debtors have fully paid and extinguish their obligation to the Secured Party and Secured Party wishes to release its security interest on such Trademark Collateral.

NOW, THEREFORE, in consideration of One and No/100 Dollar (\$1.00), and the mutual releases and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto.

1. **Release of Security Interest**. Each party hereby acknowledges that payment and performance has been paid in full of Borrowers' Obligations, Secured Party shall, at Debtors' expense, execute and deliver to Debtors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

C1-07-31 Release of Trademark Security

- 2. Additional Unconditional Waiver. Each party hereto acknowledges that they waive any restrictions on releases under the laws of the State of Georgia which provide that a general release does not extend to claims which the creditor, or other party, does not know or suspect to exist in his, her or its favor at the time of executing the release, which if known by him or her would materially affect his settlement with a debtor or other party, or similar law, and expressly acknowledges that the releases given herein are intended to include even those claims which the party did not know or suspect to exist in his, her or its favor at the time of the execution hereof.
- 3. **Related Documents, Etc.** This Release is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.
- 4. **Governing Law**. This Release shall be governed, construed and enforced in accordance with the substantive, but not the conflicts, laws of the State of Georgia.
- 5. **Successors and Assigns**. This Release, including the releases set forth herein, shall be binding upon and shall inure to the benefit of the successors and assigns, agents, legal representatives, officers, directors, trustees, spouses, children and heirs of the parties hereto.
- 6. **Counterparts**. This Release may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together, but one and the same agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

01-07-31. Release of Trademark Security

executed and delivered by their respect August, 2001.	ive officers thereunto duly authorized as of the 3th day
	MEDY:
	Medical Dynamics, Inc.
	By:
·.	CADI:
	Computer Age Dentist, Inc.
	By:
	SECURED PARTY:
	PracticeWorks, Inc.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the August, 2001.

MEDY:

RECORDED: 11/15/2001

MEDY:
Medical Dynamics, Inc.
By: Van A. Horsley, its President
CADI:
Computer Age Dentist, Inc.
Computer Age Dentist, Inc.
By:
Van A. Horsley, its Vice President
SECURED PARTY:
PracticeWorks, Inc.
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