

07-25-2002

Form PTO-1594

(Rev. 03/01)

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MEDSOFT, Inc.

07/22/02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State California
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: December 11, 1997

2. Name and address of receiving party(ies)

Name: VantageMed Corporation

Internal

Address: _____

Street Address: 3017 Kilgore Road, Suite 180City: Rancho Cordova State: CA Zip: 95670

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

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)

1,996,079Additional number(s) attached ☐ Yes ☒ No

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

Name: Heather A. DunnInternal Address: Gray Cary Ware & Freidenrich LLPStreet Address: 400 Hamilton AvenueCity: Palo Alto State: CA Zip: 94301

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.

Heather A. Dunn

Name of Person Signing

Signature

July 15, 2002

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

07/24/2002 TBIA21 00000156 1996079

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40.00 OP

TRADEMARK
 REEL: 002549 FRAME: 0272

AGREEMENT AND PLAN OF REORGANIZATION

AGREEMENT AND PLAN OF REORGANIZATION, dated as of December 11, 1997 (this "Agreement"), by and among VantageMed Corporation, a Delaware corporation ("Parent"), VM2 Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Parent (the "Purchaser"), MEDSOFT, Inc., a California corporation (the "Merging Corporation"), and Scott M. Conn ("Conn" or the "Seller").

WITNESSETH

WHEREAS, the Boards of Directors of each of the Parent, the Purchaser and the Merging Corporation have determined that it is in the best interests of such respective corporations to cause the Merging Corporation to merge with and into the Purchaser (the "Merger"), upon the terms and provisions and subject to the conditions hereinafter set forth;

WHEREAS, the Parent, being the sole stockholder of the Purchaser, and the Seller, being the owner of all of the issued and outstanding shares of capital stock of the Merging Corporation, have agreed to vote in favor of the Merger; and

WHEREAS, the parties hereto intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and to cause the Merger to qualify as a tax-free, "type A" reorganization under the provisions of Sections 368(a)(1)(A) and 368(a)(2)(D) of the Code.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements herein contained, the parties agree as follows:

ARTICLE I

THE MERGER

SECTION 1.1 The Merger. Subject to the terms and conditions set forth in this Agreement, and in accordance with the General Corporation Law of the State of Delaware (the "DGCL") and the California General Corporation Law (the "CGCL"), at the Effective Time (as defined in Section 1.3 below), the Merging Corporation shall be merged with and into the Purchaser. Upon the Effective Time, the separate corporate existence of the Merging Corporation shall cease, and the Purchaser shall continue as the surviving corporation of the Merger (the "Surviving Corporation").

SECTION 1.2 Time and Place of Closing. Unless this Agreement shall have been terminated pursuant to Section 9.1 below and subject to the satisfaction or waiver of the

SECTION 1.4 Effects of the Merger. The Merger shall have the effects provided by applicable law, including (without limitation) the provisions of the DGCL and the CGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the properties, rights, privileges, immunities, powers and franchises of the Merging Corporation and the Purchaser shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Merging Corporation and the Purchaser shall become the debts, liabilities and duties of the Surviving Corporation.

(iii) has outstanding any indebtedness to the Merging Corporation.

Except as disclosed in Schedule 3.21, the Merging Corporation has no material liability or any other obligation of any nature whatsoever to any officer, director or shareholder of the Merging Corporation or to any relative or spouse (or relative of such spouse) who resides with, or is a dependent of, any such officer, director or shareholder.

SECTION III.22 Intellectual Property.

(a) The Merging Corporation owns, or is licensed or otherwise possesses legally enforceable rights to use all patents, trademarks, trade names, service marks, copyrights, and any applications therefor, maskworks, net lists, schematics, technology, know-how, trade secrets, inventory, ideas, algorithms, processes, computer software programs or applications (in both source code and object code form), and tangible or intangible proprietary information or material ("Intellectual Property") that are used or currently proposed to be used in the business of the Merging Corporation as currently conducted or as proposed to be conducted by the Merging Corporation.

(b) Schedule 3.22 lists (i) all patents and patent applications and all registered and unregistered trademarks, trade names and service marks, registered and unregistered copyrights, and maskworks, included in the Intellectual Property, including the jurisdictions in which each such Intellectual Property right has been issued or registered or in which any application for such issuance and registration has been filed, (ii) all licenses, sublicenses and other agreements as to which the Merging Corporation is a party and pursuant to which any person is authorized to use any Intellectual Property, and (iii) all licenses, sublicenses and other agreements as to which the Merging Corporation is a party and pursuant to which the Merging Corporation is authorized to use any third party patents, trademarks or copyrights, including software ("Third Party Intellectual Property Rights") which are incorporated in, are, or form a part of any Merging Corporation product that is material to its business.

(c) There is no material unauthorized use, disclosure, infringement or misappropriation of any Intellectual Property rights of the Merging Corporation, any trade secret material to the Merging Corporation, or any Intellectual Property right of any third party to the extent licensed by or through the Merging Corporation or any of its subsidiaries, by any third party, including any employee or former employee of the Merging Corporation. The Merging Corporation has not entered into any agreement to indemnify any other person against any charge of infringement of any Intellectual Property, other than indemnification provisions contained in sales invoices arising in the ordinary course of business.

(d) The Merging Corporation is not, nor will it be as a result of the execution and delivery of this Agreement or the performance of its obligations under this

Intellectual Property

1. **Trademark Applications:**

- A. TURBOCLAIM, Serial No. 74/578,483, published 6/20/95
- B. PRACTISMART,
- C. OPENINGS, Serial No. 74/578,273, published 6/13/95
- D. OPTIMIZER, Serial No. 74/578,274, published 6/13/95
- E. MEASURED CARE, Serial No. 74/578,276, published 6/6/95

IN WITNESS WHEREOF, the Seller has executed, and each of the Parent, the Purchaser and the Merging Corporation has caused this Agreement to be executed, as of the date first written above.

VANTAGEMED CORPORATION

By: 

Joel M. Harris,
President

VM2 ACQUISITION CORP.

By: 

Joel M. Harris,
President

MEDSOFT, INC.

By: _____

Scott M. Conn,
President

Scott M. Conn

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Scott M. Conn,
President



Scott M. Conn