

12-03-2002

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

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

1. Name of conveying party(ies): HealthPro Solutions, Inc. 11-26-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Medical Manager Health Systems, Inc.
Internal Address: Suite 100
Street Address: 300 N. Rocky Point Drive
City: Tampa State: FL Zip: 33607
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State of 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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 03/24/00

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See attached Schedule A

B. Trademark Registration No.(s)
See attached Schedule A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: David L. Sigalow, Esq.
Internal Address: Suite 1401
Street Address: 255 South Orange Avenue
City: Orlando State: FL Zip: 32802

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
DAVID L. SIGALOW
Name of Person Signing
Signature
November 21, 2002
Date

Total number of pages including cover sheet, attachments, and document: 8

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

12/02/2002 GT0M11 00000256 75339545

01 FC:8521 40.00 DP
02 FC:8522 200.00 DP

TRADEMARK REEL: 002625 FRAME: 0720

# SCHEDULE A

MARK	SERIAL/REGISTRATION NUMBER
HEALTH PRO	75/339545
HEALTHPRO	75/339542
HEALTHPRO	75/339541
HEALTHPRO SOLUTIONS	75/340445
HEALTH PRO WIN	75/340444
HEALTHPRO SOLUTIONS	75/340446
HEALTH PRO	75/357513
LOGO DESIGN	2,497,830
PATIENT CALLER	2,367,181

## ASSIGNMENT

ASSIGNMENT, dated as of March 24, 2000, by HealthPro Solutions Incorporated, a California corporation (formerly, Redline Industries, Inc.), and H. Peter Bowhall (hereinafter referred to, collectively, as the "Assignors"), in favor of Medical Manager Health Systems, Inc., a Delaware corporation (the "Assignee").

### Background

The Assignors are the owners of all source codes, object-codes, manuals and other documentation and materials (whether or not in written form) and all versions thereof, together with all other patents, licenses, trademarks, service marks, tradenames and other identifying features (whether registered or unregistered), domain names, copyrights, proprietary computer software, proprietary inventions, proprietary technology, technical information, discoveries, designs, proprietary rights and non-public information, whether or not patentable and whether registered or unregistered in each case: (i) owned, used or usable in the Assignors' business of (a) publishing medical practice management software (the "HealthPro Software") (b) providing medical services with practice management software systems using the HealthPro Software, (c) providing maintenance and support for such systems, and (d) providing related products and services, including, without limitation, electronic data interchange services, billing services and printed products to the users of such systems, and all versions of the software or (ii) listed on Schedule A hereto and all rights associated therewith, and all rights in any and all derivative works based on the HealthPro Software and all works which the HealthPro Software is derived from (the "Intellectual Property").

The Assignors, the Assignee and all of the other shareholders of HealthPro Solutions Incorporated are parties to a certain Stock for Asset Purchase Agreement, dated as of March 24, 2000 (the "Agreement"), pursuant to which the Assignors have agreed to assign to Assignee, all of Assignors' rights, title and interests in and to the Intellectual Property.

Assignee wishes to acquire all of Assignors' rights to the Intellectual Property as specified.

NOW THEREFORE, the parties hereto agree as follows:

### Section 1. Assignment

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors hereby assign, deliver and set over unto Assignee all of the rights of the Assignors and their respective successors and assigns to all of the Intellectual Property. Assignors further assign, deliver and set over unto Assignee all the goodwill of the business connected with the use and symbolized by the trademark rights (whether registered or unregistered) being assigned hereunder. To evidence the transfer of the goodwill assigned hereunder Assignors assign, deliver and set over unto Assignee all customer lists of users of the HealthPro Software and

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copies of all books of account, records, files, invoices, customer lists, supplier lists, designs, drawings, business records and plans, computer print-outs and software, plans and specifications, warranties, trade correspondence, sales or promotional literature, operating data and other books and records relating to the publishing of all HealthPro Software products and relating to providing physicians, hospitals, medical clinics and other facilities which are providers of medical services with practice management software systems using the HealthPro Software and providing maintenance and support for such systems.

**Section 2. Power of Attorney**

If the Assignor is unable to secure Assignors' signature(s) for purposes of executing any documents necessary or desirable to carry out or implement any provision of this Assignment, then Assignors hereby irrevocably designate and appoint the Assignee and its duly authorized officers and agents as Assignors' agent and attorney in fact, to act for and in Assignors' behalf and stead to execute and file any such documents and to do all other lawfully permitted acts necessary or desirable to carry out or implement any provision of this Assignment with the same legal force and effect as if executed by Assignors. Assignors acknowledge that the foregoing powers are coupled with an interest and shall be irrevocable. Assignors hereby ratify all that the attorney shall lawfully do or cause to be done by virtue of this Agreement.

**Section 3. Binding Nature, Governing Law**

This Assignment shall (a) inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto and (b) be governed by, and construed in accordance with, the substantive laws of the State of Florida.

**Section 4. Amendments**

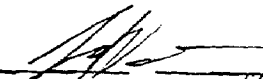
This Assignment may not be altered, amended or modified except by a writing signed by the party against whom such alteration, amendment or modification is sought to be enforced.


**Section 5. Definitions**

All captioned terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF, the Assignors have duly executed this Assignment by their duly authorized officers as of the date first above written.

**HEALTHPRO SOLUTIONS  
INCORPORATED, a California corporation**

By:   
Name: CEO Jeffrey D. Thompson  
Title: CEO

  
H. PETER BOWFALL, individually

**SCHEDULE A  
INTELLECTUAL PROPERTY**

**COPYRIGHTS**

Copyrighted Work	Registration Number and Date of Registration	Date of Publication	Author(s)	Owner(s)	Date of Creation
HEALTHPRO™ Medical Accounting Software	Not yet available; Application filed on 3-6-2000	N/A	HealthPro Solutions, Inc. (Formerly Redline Industries, Inc.)	HealthPro Solutions, Inc.	1999
Medical Accounting Software	TX# 804582; registered on 3-3-1997	N/A	Redline Industries, Inc. d/b/a National Healthcare Systems	Redline Industries, Inc. d/b/a National Healthcare Systems	1995
The MD Advantage	TX# 2817909; registered on 1-17-1990	5-1-1989	H. Peter Bowlhall	H. Peter Bowlhall	1989

**FEDERAL TRADEMARKS**

Trademark and International Class	Trademark Owner	Ser. No. & Filing Date	Goods Covered by the Trademark	Status & Comments
HEALTH PRO WIN. Int'l Class 9	Redline Industries, Inc., a California corporation	Ser. No. 75-340444; filed on 7-24-1997	Computer software and computer software downloadable from a global computer network in the field of, and related to, health management, documentation and instructional manuals sold or distributed therewith.	Pending - suspended.
HEALTHPRO SOLUTIONS; Int'l Class 42	Redline Industries, Inc.	Ser. No. 75-340445; filed on 7-27-1997	Providing information, training and consulting services, and providing information, training and consulting services downloadable from a global computer network, in the field of, and related to, computer software for health management	Pending - suspended

Trademark and International Class	Trademark Owner	Ser. No. & Filing Date	Goods Covered by the Trademark	Status & Comments
HEALTHPRO SOLUTIONS, Int'l Class 9	Redline Industries, Inc.	Ser. No. 75-340440; filed on 7-24-1997	Computer software and computer software downloadable from a global computer network in the field of, and related to, health management, documentation and instructional manuals sold or distributed therewith.	Pending - suspended.
HEALTHPRO; Int'l Class 42	Redline Industries, Inc.	Ser. No. 75-339541; filed on 8-7-1997	Providing information, training and consulting services, and providing information, training and consulting services downloadable from a global computer network, in the field of, and related to, computer software for health management	Pending - suspended.
HEALTHPRO; Int'l Class 9	Redline Industries, Inc.	Ser. No. 75-339542; filed on 8-7-1997	Computer software and computer software downloadable from a global computer network in the field of, and related to, health management, documentation and instructional manuals sold or distributed therewith.	Pending - suspended.
HEALTH PRO; Int'l Class 9	Redline Industries, Inc.	Ser. No. 75-339545; filed on 8-7-1997	Computer software and computer software downloadable from a global computer network in the field of, and related to, health management, documentation and instructional manuals sold or distributed therewith.	Pending - suspended.
HEALTH PRO; Int'l Class 42	HealthPro Solutions, Inc	Ser. No. 75-357513; filed on 9-3-1997	Providing information, training and consulting services, and providing information, training and consulting services downloadable from a global computer network, in the field of, and related to, computer software for health management.	Pending - suspended.

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Trademark and International Class	Trademark Owner	Ser. No. & Filing Date	Goods Covered by the Trademark	Status & Comments
PATIENT CALLER Cl 9	HealthPro Solutions, Inc	Ser. No. 75 469261; filed on 3-26-1998	Computer software and computer software downloadable from a global computer network for the purpose of providing automated patient reminders on a variety of topics in the field of health management, related educational, training and instructional manuals distributed or sold therewith.	-
Logo Design used by HealthPro Solutions, Inc.	HealthPro Solutions, Inc	Not Yet Available	Not Available.	-

**CALIFORNIA TRADEMARK**

Trademark and International Class	Trademark Owner	Reg. No. & Reg. Date	Goods Covered by the Trademark	Status & Comments
HEALTH PRO; Int'l Class 9	Redline Industries, Inc., d/b/a National Healthcare Systems	Reg. No. 101337; registered on 10-21-1996	Healthcare software.	Registration valid until 10-26-2006

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