



To the Honorable Commissioner of Patents

102378993

of receiving party(ies):
hed original documents or copy thereof.

1. Name of conveying party(ies):

2.26.03

Clinical Information Advantages, Inc.

- Individual(s)
- General Partnership
- Corporation-State of Massachusetts
- Other:

- Association
- Limited Partnership

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

Name: InfoCure Systems, Inc.
Internal Address:

Street Address: 1765 The Exchange, Suite 450
City: Atlanta
State: Georgia
Zip Code: 30339

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation - State of Georgia
- 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 names(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:

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

Execution Date: December 29, 1999

Effective Date: December 31, 1999

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

2,103,110
2,108,725

Additional numbers attached? [] Yes [X] No

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

Name: Barry R. Lipsitz

Internal Address:

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:

The Commissioner is hereby authorized to charge any deficiency in the payment of the required fee(s) or credit any overpayment to Deposit Account No. 50-0625.

02/26/2003 ECOOPER 00000186 2103110
01 FC:8521 40.00 OP
02 FC:8522 25.00 OP
Internal Address: 755 Main Street
Building No. 8

City: Monroe State: CT ZIP: 06468

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.

Barry R. Lipsitz

February 11, 2003

Name of Person Signing

Signature

Date

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

9

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

TRADEMARK
REEL: 002681 FRAME: 0265

Secretary of State

Corporations Division

315 West Tower

2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 000040507
CONTROL NUMBER: K743839
EFFECTIVE DATE: 12/31/1999
REFERENCE : 0045
PRINT DATE : 01/04/2000
FORM NUMBER : 411

MORRIS, MANNING & MARTIN
DONNA M. KENDRICK
3343 PEACHTREE RD, NE, STE 1600
ATLANTA GA 30326

CERTIFICATE OF MERGER

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of the date shown above. Attached is a true and correct copy of the said filing.

Surviving Entity:

INFOCURE SYSTEMS, INC., A GEORGIA CORPORATION

Nonsurviving Entity/Entities:

CLINICAL INFORMATION ADVANTAGES, INC., A MASSACHUSETTS CORPORATION



CATHY COX
SECRETARY OF STATE

40507

ARTICLES OF MERGER OF
CLINICAL INFORMATION ADVANTAGES, INC.,
A MASSACHUSETTS CORPORATION

AND

INFOCURE SYSTEMS, INC.,
A GEORGIA CORPORATION

K143839

I.

The names and jurisdictions of organization of each constituent business entity that is merging are Clinical Information Advantages, Inc., a Massachusetts corporation, the merging company ("Clinical") and InfoCure Systems, Inc., a Georgia corporation, the surviving corporation ("InfoCure").

II.

The Agreement and Plan of Merger is attached hereto as Exhibit A.

III.

The Agreement and Plan of Merger was duly approved, adopted, certified, executed, and acknowledged by the Board of Directors and the shareholders of Clinical in accordance with General Laws, Chapter 156B, § 79.

IV.

The Agreement and Plan of Merger was duly approved, adopted, certified, executed, and acknowledged by the Board of Directors and sole shareholder of InfoCure Systems, Inc. in accordance with O.C.G.A. § 14-2-1103.

V.

Pursuant to the Agreement and Plan of Merger, the merger of Clinical and InfoCure shall be effective at 11:59:59 p.m. local time in Atlanta, Georgia on December 31, 1999 (the "Effective Time").

VI.

From and after the Effective Time the Articles of Incorporation and By-laws of InfoCure shall remain the Articles of Incorporation and By-laws of the surviving corporation.

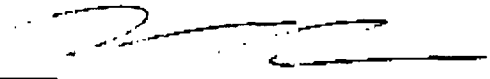
VII.

A request for publication of a notice of filing the Articles of Merger and payment therefor will be made as required by O.C.G.A. § 14-2-1105.1(b).

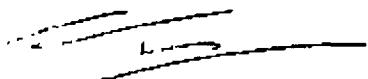
[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

Executed this 29th day of December, 1999.

**CLINICAL INFORMATION ADVANTAGES,
INC.:**

By: 
Richard E. Perlman, CFO and Treasurer

INFOCURE SYSTEMS, INC.:

By: 
Richard E. Perlman, CFO and Treasurer

**AGREEMENT AND PLAN OF MERGER
OF
CLINICAL INFORMATION ADVANTAGES, INC.
AND
INFOCURE SYSTEMS, INC.**

THIS AGREEMENT AND PLAN OF MERGER ("Plan of Merger"), is made and entered into as of December 26, 1999, by and between InfoCure Systems, Inc., a Georgia corporation ("InfoCure") and Clinical Information Advantages, Inc., a Massachusetts corporation ("Clinical"), such corporations being sometimes hereinafter referred to collectively as the "Constituent Corporations" and individually as the "Constituent Corporation."

WITNESSETH:

WHEREAS, the Directors of the Constituent Corporation deem it advisable and for the benefit of the Constituent Corporation and their shareholders that Clinical merge into and with InfoCure pursuant to the terms of this Plan of Merger and in accordance with the applicable laws of the State of Georgia; and

WHEREAS, this Plan of Merger contemplates a tax-free merger of Clinical with and into InfoCure in a reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements hereinafter contained, it is hereby agreed by and between the parties hereto, subject to the approval and adoption of this Plan of Merger by the Directors and shareholders of each of the Constituent Corporations that Clinical (hereinafter sometimes referred to as the "Merged Corporation") be merged with and into InfoCure, with InfoCure being the surviving corporation in such merger, in accordance with the applicable laws of the State of Georgia, that the name of the surviving corporation shall continue to be InfoCure Systems, Inc. (which in its capacity as surviving corporation is hereinafter sometimes referred to as the "Surviving Corporation"), and that the terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect be as follows:

1.

Subsequent to the execution of this Plan of Merger, Clinical and InfoCure shall each submit this Plan of Merger to their respective Boards of Directors for their approval and, upon such approval, Clinical and InfoCure shall submit this Plan of Merger to their respective shareholders for their approval pursuant to the applicable provisions of the Business Corporation Law of the Commonwealth of Massachusetts and the Georgia Business Corporation Code. Following the approval of the Plan of Merger by the Directors and shareholders of the Constituent Corporations, the merger shall become effective (the "Effective Date") at 11:59:59 p.m., local time in Atlanta, Georgia on December 31, 1999. The Articles of Merger shall be filed in the manner required by the Business Corporation Law of the Commonwealth of Massachusetts and the Georgia Business Corporation Code.

05E5048.01

2.

The Articles of Incorporation of InfoCure shall on the Effective Date be the Articles of Incorporation of the Surviving Corporation.

3.

Until altered, amended or repealed, as therein provided, the Bylaws of InfoCure as in effect on the Effective Date shall be the Bylaws of the Surviving Corporation.

4.

The manner of converting or otherwise dealing with the shares of each of the Constituent Corporations is as follows:

A. Upon the Effective Date of the merger:

- (i) All of the issued and outstanding shares of the common stock of Clinical shall be automatically canceled, surrendered and terminated.
- (ii) All of the issued and outstanding shares of the common stock of InfoCure shall continue to represent the same number of outstanding shares of the Surviving Corporation as represented immediately prior to the merger.

B. From and after the Effective Date, the holder of any of the shares to be canceled as above-provided shall surrender the same to the Surviving Corporation. Irrespective of whether so surrendered, however, each such outstanding certificate shall be deemed to be canceled and shall be of no further force or effect. No dividends payable on common stock of the Merged Corporation as of any date subsequent to the Effective Date shall be paid to the recordholders of such outstanding certificates, but upon the surrender of such outstanding certificate shall be paid to such holder any dividends theretofore declared, but not paid with respect to such shares of Common stock of InfoCure

5.

Upon the Effective Date, the separate existence of the Merged Corporation shall cease, and the Surviving Corporation shall possess all of the rights, privileges, immunities, powers and franchises, as well of a public nature as of a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, and all other choices in action, and all and every other interest of or belonging to or due to each of such corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to any real estate or any interest therein vested in the Constituent Corporations shall not revert or be in any way impaired by reason of this merger; and the Surviving Corporation shall thenceforth be responsible and liable for all the

liabilities, obligations and penalties of the Constituent Corporations; and any claim existing or action or proceeding, civil or criminal, pending by or against any of said Constituent Corporations may be prosecuted as if such merger had not taken place, or the Surviving Corporation may be substituted in its place, and any judgment rendered against any of such corporations may thenceforth be enforced against the Surviving Corporation; and neither the rights of creditors nor any liens upon the property of the Constituent Corporations shall be impaired by such merger.

6.

Upon the merger becoming effective, the assets and liabilities of the Merged Corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they are carried on the books of the Merged Corporation immediately prior to the merger; and the earned surplus of the Surviving Corporation shall be the combined earned surplus of the Merged Corporation and the Surviving Corporation and there shall be made such other appropriate entries consistent with generally accepted accounting principles as may be required.

7.

If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any property or rights of the Merged Corporation, the proper officers and directors of the Merged Corporation shall and will execute and make all such proper assignments and assurances and do all things necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Plan of Merger.

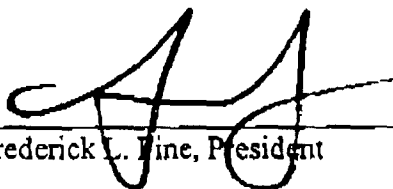
8.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Plan of Merger to be executed on their respective behalves and their respective corporate seals affixed hereto, all on the day and year first above written.

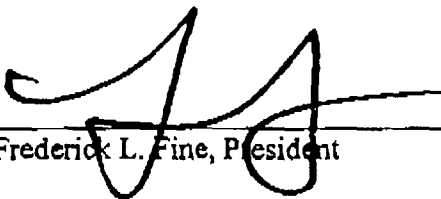
CLINICAL INFORMATION ADVANTAGES, INC.:

By: 
Frederick L. Fine, President

By: _____
Richard E. Perlman, Treasurer

[CORPORATE SEAL]

INFOCURE SYSTEMS, INC.:

By: 
Frederick L. Fine, President

By: _____
Richard E. Perlman, Treasurer

[CORPORATE SEAL]