

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Atty Docket No. 49316.292350

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

1. Name of conveying party(ies): **Ardley M.I.S., Inc. d/b/a Glentec Business Computers, Inc. (Pennsylvania); Joseph V. Hafner; Infocure Corporation (Delaware); and Infocure Systems, Inc. (Georgia)**

- Individuals(s)
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: **19<sup>th</sup> day of August 1999**

2. Name and address of receiving party(ies)  
Name: **INFOCURE SYSTEMS, INC.**

Internal Address: **STE 450**

Street Address: **1765 THE EXCHANGE SE**

City: **ATLANTA** State: **GEORGIA** Zip: **30339**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Additional names(s) & address(es) attached?  Yes  No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
**1,529,414**

Additional numbers attached?  Yes  No

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

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stockton LLP**

**Suite 2800**

Street Address: **1100 Peachtree St.**

City: **Atlanta** State: **GA** Zip: **30309**

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

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

**11-0860**

**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.

**Lise Shettler**  
Name of Person Signing

*Lise Shettler*  
Signature

**9-11-03**  
Date

Total number of pages including cover sheet, attachments, and document: **10**

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**EXECUTION COPY**

**AGREEMENT AND PLAN OF MERGER**

**BY AND AMONG**

**ARDSLEY M.L.S., INC. D/B/A GLENTEC BUSINESS COMPUTERS, INC.,**

**JOSEPH V. HAFNER,**

**INFOCURE CORPORATION**

**AND**

**INFOCURE SYSTEMS, INC.**

**DATED: AUGUST 19, 1999**

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PRACTICEWORKS CORP

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**EXHIBITS:**

Exhibit A Certificate of Merger  
Exhibit B Employment Agreement of Joseph V. Hafner  
Exhibit C Non-Competition Agreement  
Exhibit D Escrow Agreement  
Exhibit E Registration Rights Agreement  
Exhibit F Affiliate's Agreement  
Exhibit G Legal Opinion of Frank & Rosen  
Exhibit H Legal Opinion of Morris, Manning & Martin, L.L.P.

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), is entered into as of the 19th day of August, 1999, by and among Ardsley M.I.S., Inc. d/b/a GlenTec Business Computers, Inc., a Pennsylvania corporation (the "Company"), Joseph V. Hafner ("Hafner"), InfoCure Corporation, a Delaware Corporation ("InfoCure") and InfoCure Systems, Inc., a Georgia corporation which is a wholly-owned subsidiary of InfoCure ("ISI").

### BACKGROUND

A. The respective Boards of Directors of the Company, ISI and InfoCure and Hafner, as the sole shareholder of the Company, deem it advisable and in the best interests of the Company, ISI and InfoCure that the Company merge with and into ISI pursuant to this Agreement and the Certificate of Merger and Articles of Merger substantially in the form of Exhibit A attached hereto (the "Certificate of Merger") whereby ISI will be the surviving corporation. Upon the Merger, each issued and outstanding share of common stock of the Company, no par value per share (the "Company Common Stock"), will be converted into the right to receive a certain number of shares of common stock, \$.001 par value per share, of InfoCure ("InfoCure Common Stock"), such number to be determined as provided herein.

B. The Company, InfoCure, ISI and Hafner desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger.

C. The parties intend that the Merger constitute a tax-free "reorganization" within the meaning of section 368(a)(1)(A) of the Code, by reason of section 368(a)(2)(D) thereof.

D. The parties intend that the Merger be accounted for as a pooling-of-interests for financial reporting purposes.

E. Concurrently with the consummation of the Merger and as an inducement to ISI and InfoCure to enter into this Agreement, Company and Hafner will enter into (i) the Escrow Agreement in the form of Exhibit D; and Hafner will enter into (i) a Registration Rights Agreement in the form of Exhibit E; (ii) a Non-Competition Agreement in the form of Exhibit C; (iii) an Employment Agreement in the form of Exhibit B and (iv) an Affiliate's Agreement in the form of Exhibit F.

NOW, THEREFORE, in consideration of the premises, the mutual agreements, provisions and covenants herein contained and other good and valuable consideration, the parties hereto hereby agree as follows:

3.22(b)(ii)

Registrations

"Orthoware" is registered on the Principal Register with the U.S. Patent and Trademark Office. It was registered on March 14, 1989, No. 1,529,414.

"Endoware" is registered on the Principal Register with the U.S. Patent and Trademark Office. It was registered on January 12, 1993, No. 1,746,334.

The fictitious name "GlenTec Business Computers, Inc." was registered with the Commonwealth of Pennsylvania Department of State on May 3, 1982.





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IN WITNESS WHEREOF, the Company, ISI and InfoCure, by their duly authorized officers and Hafner, individually, have each caused this Agreement and Plan of Merger to be executed as of the date first written above.

**INFOCURE:**

InfoCure Corporation

By: James K. Price  
Name: James K. Price  
Title: Secretary

**ISI:**

InfoCure Systems, Inc.

By: James K. Price  
Name: James K. Price  
Title: Secretary

**COMPANY:**

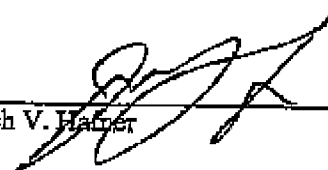
Ardsley M.L.S., Inc. d/b/a GlenTec Business Computers, Inc.

By: Joseph V. Hafner  
Name: Joseph V. Hafner  
Title: President

HAFNER:

Joseph V. Hafner

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Joseph V. Hafner



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