

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Millbrook Corporation		11/20/2002	CORPORATION: TEXAS
Maverick Acquisition Corporation		11/20/2002	CORPORATION: TEXAS
Robert O. Isham		11/20/2002	Representative for Participating Equity Holders identified in Merger Document:

**RECEIVING PARTY DATA**

Name:	GE Medical Systems Information Technologies, Inc.
Street Address:	8200 West Tower Ave.
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53223
Entity Type:	CORPORATION: WISCONSIN

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	75221654	PARADIGM
Registration Number:	2668083	MILLBROOK
Registration Number:	2720789	MILLBROOK PRACTICE MANAGEMENT SOLUTIONS
Registration Number:	2630607	MILLBROOK PRACTICE MANAGEMENT SOLUTIONS
Registration Number:	2615842	MILLBROOK PRACTICE MANAGER
Registration Number:	2682487	MILLBROOK PRACTICE MANAGER 2001
Registration Number:	2661840	MILLBROOK PRACTICE MANAGER
Registration Number:	2720348	

**CORRESPONDENCE DATA**

Fax Number: (203)373-2891  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 203-373-2895

CH \$215.00 75221654

Email: trademark@corporate.ge.com  
Correspondent Name: General Electric Company  
Address Line 1: 3135 Easton Turnpike  
Address Line 2: W3C  
Address Line 4: Fairfield, CONNECTICUT 52828

ATTORNEY DOCKET NUMBER:

15DV

NAME OF SUBMITTER:

Catherine Mennenga

**Total Attachments: 14**

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**AGREEMENT OF MERGER**

**dated as of November 20, 2002**

**By and Among**

**GE MEDICAL SYSTEMS  
INFORMATION TECHNOLOGIES, INC.,**

**MAVERICK ACQUISITION CORP.,**

**MILLBROOK CORPORATION**

**and**

**ROBERT O. ISHAM**

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## AGREEMENT OF MERGER

**AGREEMENT OF MERGER** (this "Agreement"), dated as of November 20, 2002, by and among GE Medical Systems Information Technologies, Inc., a Wisconsin corporation ("Parent"), Maverick Acquisition Corp., a Texas corporation ("Acquisition"), Millbrook Corporation, a Texas corporation (the "Company") (Acquisition and the Company being hereinafter sometimes referred to as the "Constituent Corporations"), and Robert O. Isham, as representative of the Participating Equity Holders (as defined herein) (the "Representative").

**WHEREAS**, Acquisition is a Texas corporation having an authorized capital of 1,000 shares of common stock, par value \$.01 per share, 100 of which are issued and outstanding and owned of record and beneficially by Parent;

**WHEREAS**, the Company is a Texas corporation having an authorized capital of (i) 7,500,000 shares of common stock, par value \$.10 per share (the "Company Common Stock"), of which, as of the date hereof, 1,878,129 shares are issued and outstanding, (ii) 4,500,000 shares of preferred stock, par value \$.10 per share (the "Preferred Stock"), of which (A) 1,000,000 shares have been designated Series A Convertible Preferred Stock (the "Series A Preferred Stock"), of which, as of the date hereof, 840,000 shares are issued and outstanding and are convertible into 160,000 shares of Company Common Stock, (B) 3,000,000 shares have been designated Series B Convertible Preferred Stock (the "Series B Preferred Stock"), of which, as of the date hereof, 2,808,482 shares are issued and outstanding and are convertible into 2,808,482 shares of Company Common Stock and (C) 500,000 shares have been designated Series C Convertible Preferred Stock (the "Series C Preferred Stock"), of which, as of the date hereof, no shares are issued and outstanding;

**WHEREAS**, the Company is engaged in the business of providing physician practice management software products and services;

**WHEREAS**, the respective Boards of Directors of the Constituent Corporations and of Parent have adopted the merger (the "Merger") of Acquisition into the Company pursuant to the terms and conditions of this Agreement, and the Board of Directors of the Company has directed that this Agreement be submitted to the Company's shareholders for approval;

**WHEREAS**, Parent and each of the Representative, Michael Caolo, Jr., Angela S. Duncum, Robert J. Holbrook, David R. Isham, Mark A. Isham, Steven E. Meyer and Michael K. Nissenbaum (collectively, the "Significant Shareholders") have entered into Voting Agreements (the "Voting Agreements") dated as of the date hereof pursuant to which, among other things, each such Significant Shareholder agrees to vote in favor of adoption of this Agreement and the Merger;

**WHEREAS**, Parent, the Company and the Representative have entered into a Representative Agreement (the "Representative Agreement") dated as of the date hereof pursuant to which, among other things, Robert O. Isham (acting individually or through his attorney-in-fact, Michael K. Casey) has agreed to be bound by the terms hereof as the Representative; and

WHEREAS, Parent, Acquisition, the Company and the Representative desire to make certain representations, warranties and agreements in connection with the Merger and also to prescribe various conditions to the Merger;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Parent, Acquisition, the Company and the Representative hereby agree as follows:

## ARTICLE I THE MERGER

**Section 1.1 Surviving Corporation.** Subject to the conditions contained herein and in accordance with the provisions of this Agreement and the TBCA at the Effective Time Acquisition shall be merged with and into the Company, which, as the corporation surviving in the Merger (the "Surviving Corporation"), shall continue unaffected and unimpaired by the Merger to exist under and be governed by the laws of the State of Texas. Upon the effectiveness of the Merger, the separate existence of Acquisition shall cease except to the extent provided by law in the case of a corporation after its merger into another corporation.

**Section 1.2 Effect of the Merger.** The Merger shall have the effects set forth in Section 5.06 of the TBCA.

**Section 1.3 Articles of Incorporation, Bylaws, Directors and Officers.** The Articles of Incorporation of Acquisition, as in effect immediately prior to the Effective Time, shall be amended so that Article 1 reads in its entirety as follows: "The name of the corporation is as set forth below: Millbrook Corporation." As so amended, the Articles of Incorporation of Acquisition shall be the Articles of Incorporation of the Surviving Corporation. The Bylaws of Acquisition, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation. The directors and officers of Acquisition immediately prior to the Effective Time shall be the initial directors and officers of the Surviving Corporation until their respective successors are duly elected and qualified.

## ARTICLE II CONVERSION OF SHARES; DETERMINATION OF PURCHASE PRICE

**Section 2.1 Conversion Terms.** As of the Effective Time, by virtue of the Merger and without any action on the part of any shareholder of the Company or Acquisition:

(a) Each share of common stock of Acquisition issued and outstanding immediately prior to the Effective Time shall be converted into and become one fully paid and nonassessable share of common stock, par value \$.01 per share, of the Surviving Corporation.

(b) All shares of Company Common Stock that immediately prior to the Effective Time are held by Parent, if any, shall be cancelled and revert to the status of authorized but unissued shares and no capital stock of the Surviving Corporation, cash or other consideration shall be paid or delivered in exchange therefor.



condemnation or other taking by any public authority, and no such condemnation or other taking is threatened or contemplated.

(c) The Company does not own and does not have any right or obligation to acquire any real property.

**Section 5.10 Personal Property Leases.** Schedule 5.10 contains a brief description of each lease or other agreement or right, whether written or oral (including in each case the annual rental, the expiration date thereof and a brief description of the property covered), under which the Company is lessee of, or holds or operates, any machinery, equipment, vehicle or other tangible personal property owned by a third Person, except for any such lease, agreement or right that is terminable by the Company without penalty or payment on thirty (30) days' or less notice or which provide for annual lease payments of less than \$5,000.

**Section 5.11 Intellectual Property; Software.** (a) Schedule 5.11(a) contains a list and description (showing in each case any product, device, process, service, business or publication covered thereby, the registered or other owner, expiration date and number, if any) of all Copyrights, Patent Rights and Trademarks owned by, licensed to or used by the Company.

(b) Schedule 5.11(b) contains a list and description (showing in each case any owner, licensor or licensee) of all Software owned by, licensed to or used by the Company (except for Software licensed to the Company that is available in consumer retail stores and or is otherwise commercially available subject to "shrink-wrap" or "click-through" license agreements).

(c) Schedule 5.11(c) contains a list and description (showing in each case the parties thereto and the material terms thereof) of all agreements, contracts, licenses, sublicenses, assignments and indemnities to which the Company is a party and which relate to (i) any Copyrights, Patent Rights or Trademarks listed on Schedule 5.11(a), (ii) any Trade Secrets owned by, licensed to or used by the Company or (iii) any Software listed on Schedule 5.11(b).

(d) Except as disclosed on Schedule 5.11(d), the Company either: (i) owns the entire right, title and interest in and to the Intellectual Property included in its assets and properties, free and clear of Encumbrances except for Permitted Encumbrances; or (ii) has the perpetual, royalty-free right to use the same.

(e) Except as disclosed on Schedule 5.11(e): (i) all registrations for Copyrights, Patent Rights and Trademarks identified on Schedule 5.11(a) as being owned by the Company are valid and in force, and all applications to register any unregistered Copyrights, Patent Rights and Trademarks so identified are pending and in good standing, all without challenge of any kind; (ii) the Intellectual Property owned by the Company is valid and enforceable; (iii) the Company has the sole and exclusive right to bring actions for infringement or unauthorized use of the Intellectual Property owned by the Company, and to the Knowledge of the Company, there is no basis for any such action; (iv) the Company has taken all actions reasonably necessary to protect, and where necessary register, the Copyrights, Trademarks, Software, Patent Rights or Trade Secrets owned by the Company; and (v) the Company is not in breach of any agreement affecting the Intellectual Property used by the Company, and has not

taken any action that would impair or otherwise adversely affect its rights in the Intellectual Property used by the Company.

(f) Except as set forth on Schedule 5.11(f): (i) no infringement of any Intellectual Property right of any other Person has occurred or results in any way from the operations, activities, products, Software, equipment, machinery or processes used in the Company's business; (ii) no claim of any infringement of any Intellectual Property right of any other Person has been made or asserted in respect of the operations of the Company's business; (iii) no claim of invalidity of any Copyright, Trademark or Patent Right, Software or Trade Secret owned by the Company has been made; (iv) no proceedings are pending or, to the Knowledge of the Company, threatened, which challenge the validity, ownership or use of any Intellectual Property owned by the Company; and (v) the Company has not received notice of any claim that the operations, activities, products, software, equipment, machinery or processes of the Company infringe, misappropriate, violate or dilute any Intellectual Property right of any other Person and, to the Knowledge of the Company, there is no basis for any such claim.

(g) Except as disclosed on Schedule 5.11(g): (i) the Software included in the Company's assets and properties is not subject to any transfer, assignment, site, equipment or other operational limitations; (ii) the Company has maintained and protected the software that it owns (the "Owned Software") (including source code and system specifications) with appropriate proprietary notices (including the notice of copyright in accordance with the requirements of 17 U.S.C. § 401), confidentiality and non-disclosure agreements and such other measures as are necessary to protect the proprietary, trade secret or confidential information contained therein; (iii) the Owned Software has been registered or is eligible for protection and registration under applicable copyright law and has not been forfeited to the public domain; (iv) the Company has copies of all releases or separate versions of the Owned Software so that the same may be subject to registration in the United States Copyright Office; (v) the Company has complete and exclusive right, title and interest in and to the Owned Software; (vi) the Company has developed the Owned Software through its own efforts and for its own account without the aid or use of any consultants, agents, independent contractors or Persons (other than Persons that are employees of the Company); (vii) the Owned Software does not infringe any Intellectual Property right of any other Person; (viii) any Owned Software includes the source code, system documentation, statements of principles of operation and schematics, as well as any pertinent commentary, explanation, program (including compilers), workbenches, tools, and higher level (or "proprietary") language used for the development, maintenance, implementation and use thereof, so that a trained computer programmer could develop, maintain, support, compile and use all releases or separate versions of the same that are currently subject to maintenance obligations by the Company; (ix) there are no agreements or arrangements in effect with respect to the marketing, distribution, licensing or promotion of the Owned Software by any other Person; and (x) the Company does not export or reexport the Owned Software.

(h) Except as disclosed on Schedule 5.11(h), all employees, agents, consultants or contractors who have contributed to or participated in the creation or development of any Intellectual Property on behalf of the Company or any predecessor in interest thereto either: (i) is a party to a "work-for-hire" agreement under which the Company is deemed to be the original owner/author of all rights, title and interest therein; or (ii) has executed an

assignment or an agreement to assign in favor of the Company (or such predecessor in interest, as applicable) of all right, title and interest in such Intellectual Property.

(i) Except as disclosed on Schedule 5.11(i), the Company has not granted to any third Person any ownership rights, exclusive rights or any rights to sublicense any of the products it develops, manufactures or sells or any Intellectual Property relating to such products to any third Persons.

**Section 5.12 Title to Property.** Except as set forth on Schedule 5.12 and except for assets disposed of in the ordinary course of its business, the Company has good and marketable title to each item of equipment and other property reflected on the Balance Sheet or thereafter acquired, free and clear of Encumbrances except for Permitted Encumbrances.

**Section 5.13 No Violation, Litigation or Regulatory Action.** Except as set forth on Schedule 5.13:

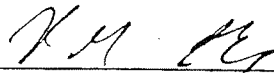
- (i) the Company is not subject to any Court Order;
- (ii) the assets of the Company and their uses comply with all applicable Requirements of Law and Court Orders;
- (iii) the Company has complied with all Requirements of Law and Court Orders that are applicable to its assets or business;
- (iv) there are no lawsuits, claims, suits, proceedings or investigations pending or, to the Knowledge of the Company, threatened, against or affecting the Company nor, to the Knowledge of the Company, is there any basis for any of the same, and there are no lawsuits, suits or proceedings pending in which the Company is the plaintiff or claimant; and
- (v) there is no action, suit or proceeding pending or, to the Knowledge of the Company, threatened that questions the legality or propriety of the transactions contemplated by this Agreement.

**Section 5.14 Contracts.** Except as set forth on Schedule 5.14 or any other Schedule hereto, the Company is not a party to or bound by:

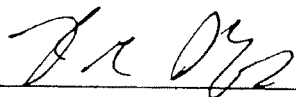
- (a) any contract for the purchase, sale or lease of real property;
- (b) any contract for the purchase of supplies or raw materials which involved the payment of more than \$15,000 in the fiscal year ended June 30, 2002, which the Company reasonably anticipates will involve the payment of more than \$15,000 in the fiscal year ending June 30, 2003 or which extends beyond May 1, 2003;
- (c) any contract for the sale of goods or services which involved the payment of more than \$25,000 in the fiscal year ended June 30, 2002, which the Company reasonably anticipates will involve the payment of more than \$25,000 in the fiscal year ending June 30, 2003 or which extends beyond May 1, 2003;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**GE MEDICAL SYSTEMS  
INFORMATION TECHNOLOGIES, INC.**

By:   
Name: Pamela S. Krop  
Title: Vice President and General Counsel

**MAVERICK ACQUISITION CORP.**

By:   
Name: Pamela S. Krop  
Title: Vice President and General Counsel

**MILLBROOK CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Robert O. Isham, as Representative

Signature Page to Merger Agreement  
dated as of November 20, 2002, by and among  
the parties referred to above

**TRADEMARK  
REEL: 002719 FRAME: 0725**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

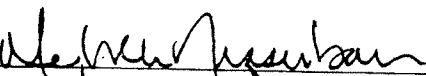
**GE MEDICAL SYSTEMS  
INFORMATION TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

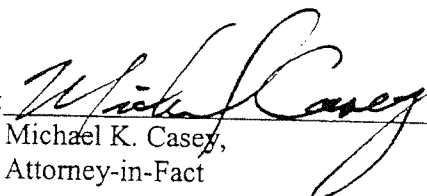
**MAVERICK ACQUISITION CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**MILLBROOK CORPORATION**

By:   
Name: Michael K. Nissenbaum  
Title: President CEO

**ROBERT O. ISHAM,  
AS REPRESENTATIVE**

By:   
Michael K. Casey,  
Attorney-in-Fact

Signature Page to Merger Agreement  
dated as of November 20, 2002, by and among  
the parties referred to above

AGREEMENT OF MERGER  
 GE MEDICAL SYSTEMS INFORMATION TECHNOLOGIES, INC.  
 AND MILLBROOK CORPORATION  
 SCHEDULE 5.11 (a) COPYRIGHTS OWNED BY, LICENSED TO OR USED BY  
 THE COMPANY

Copyright	Date Registered	Registration #
Millbrook Paradigm Version 4.0 Payment Entry Computer Based Training	2/22/00	TX-5-144-900
Millbrook Paradigm Version 4.0 Administrator and User Guide	2/22/00	TX-5-144-901
Millbrook Paradigm Version 4.0*	2/22/00	TX-5-245-077

\*This was previously known as Millbrook HealthSuite which was registered 5/5/95 and had a registration number of TXu-700-334.

Trademark	Type	Status
Paradigm	Software	Abandonment pending
Millbrook	Corporate name	Pending
Millbrook Practice Manager	Software	Registered
Molecule design	Logo	Pending
Millbrook Practice Management Solutions (logo)	Logo	Pending
Millbrook Practice Manager 2001	Software	Registered
Millbrook Practice Manager 2002	Software	Pending
Millbrook Practice Manager 2003	Logo	Pending
Millbrook Practice Manager (new product logo)	Logo	Pending
Millbrook Practice Manager 2001 (new product logo with date)	Logo	Pending, registers 11/12/02
Millbrook Practice Management Solutions	Software	Pending
Millbrook Certified Partner	Partner program	Pending
Millbrook Practice Manager 2004	Software	Pending

Millbrook Practice Manager 2005	Software	Pending
Practice Manager	Software	Abandoned
Practice Management Solutions	Tag line	Abandoned
Millbrook Paradigm	Software	Abandoned
Freedom to Choose	Tag line	Abandoned
Power Your Practice	Tag line	Abandoned
Millbrook Cooperative Partner	Partner program	Abandoned

Marketing materials currently in use on which copyrights have been stated, but no copyright was actually applied for or registered. (Marketing materials that are not currently in use are not listed.)

Item (Excluding Case Studies)
Corporate Overview Brochure
Product Overview Brochure
Product Features Brochure
Product Description Sheets
Millbrook Today Newspaper
Public Web Site (www.millbrook.com)
Secure Web Site (secure.millbrook.com)
Intranet (internal.millbrook.com)
CD Sleeve
CD (Media)

Case Studies
1960 Family Practice
Allergy and Asthma, PA
Ambulatory Care Associates - Ohio
Arthritis and Osteo, Tyler, TX
Badger Mountain Family Medicine
Cardiovascular Center of South Florida
Center for Asst. Repro
Church Health Center of Memphis
Colorado Oto
Community Integrated Svcs of PA
Cumberland Eye Care - TN

Cumberland Valley Retina
David Hoffman
East TN Heart
Elgin Gastro
ENT of Southern Indiana
Firwood
GreenField Health
Henderson Surgical
Ironwood Ob-Gyn
John Cochran
Medical City Dallas
Medstar Foot and Ankle
Metropolitan Gastro
Metropolitan Pediatrics - OR
Michael Smith
Michigan Heart
Muskegon Surgical
Narayanan Pediatric
Nolan Shipman
Pediatric Adolescence
Plastic Surgery of Fort Wayne
Robert Mitchell
Roseburg Radiologists
Southern Delaware Imaging
Southwestern Women's Clinic
Spokane Cardiology
Swedish Urology
Thomas Mason
Virginia Surgery
Vitreo Retinal Consultants - Indiana
Women's Health Care Reno
Letter from Microsoft