

08-05-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)



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

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102516461

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

1. Name of conveying party(ies):

PST Products, LLC

7.31.03

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
(California)
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: July 28, 2003

2. Name and address of receiving party(ies)

Name: Misys Hospital Systems, Inc.

Internal

Address: _____

Street Address: 8529 Six Forks Road

City: Raleigh State: NC Zip: 27615

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Pennsylvania
- 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) 2,346,628;

2,552,558

Additional number(s) attached Yes No

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

Name: Alice H. Kim, Esq.

Internal Address: Debevoise & Plimpton

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

08/04/2003 BY: [unclear] 00000127-2346628
01 FC: 3521 40.00 OP
02 FC: 3522 25.00 OP

DO NOT USE THIS SPACE

Alice H. Kim
Name of Person Signing

[Signature]
Signature

7/31/03
Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK
REEL: 002794 FRAME: 0469

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARK (the "Assignment") made as of July 28, 2003 by PST Products, LLC, a California limited liability company having a principal place of business at 2840 Mt. Wilkinson Parkway, Suite 400, Atlanta, Georgia 30339 ("Assignor") to Misys Hospital Systems, Inc., a Pennsylvania corporation having a principal place of business at 8529 Six Forks Road, Raleigh, North Carolina 27615 ("Assignee").

WHEREAS, Assignor, Assignee, Per-Se Technologies, Inc., a Delaware corporation, Misys plc, a company organized under the laws of England and Wales and Misys Healthcare Systems (International) Limited, a company organized under the laws of England and Wales are parties to an Asset Purchase Agreement, dated as of June 18, 2003 (the "Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in the United States Patent and Trademark Office (the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase, acquire, and accept all of the right, title and interest of Assignor in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, transfer, convey, and deliver to Assignee all of the right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registration thereof, and the goodwill of the Business associated therewith, free and clear of all Liens, other than Permitted Encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor may have in profits and damages for infringements of the Assigned Marks arising after the Effective Time, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that from time to time after the Closing Date, at Assignee's request, Assignor shall and shall cause its affiliates to execute, acknowledge, and deliver to Assignee such other instruments of conveyance and transfer and shall take

such other actions and execute and deliver such other documents, certifications, and further assurances as Assignee may reasonably require in order to vest more effectively in Assignee, or to put Assignee more fully in possession of any assets, property or rights that constitute Assigned Marks, but were not identified as such prior to Closing, or as necessary to carry out, evidence, and confirm the intended purposes of this Assignment and the Agreement.

Nothing in this Assignment shall be deemed to supercede, enlarge or modify any of the provisions of the Agreement, all of which survive the execution and delivery of this Assignment and subject to the limitations set forth in the Agreement. If any conflict exists between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall govern and control.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues. In all other respects, regardless of any conflict of law or choice of law principles that might otherwise apply, this Assignment shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

PST Products, LLC

By: 

Name: PHILIP M. PEARD

Title: MANAGER

"Express Mail" mailing label No. EL 75311792905

Date of Deposit July 31, 2003

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P. O. Box 1450, Alexandria VA 22313-1450.

Beth Akers

(Typed or printed name of person mailing paper or fee)

Beth Akers

(Signature of person mailing paper or fee)

ACKNOWLEDGMENT

STATE OF GEORGIA)
 :SS:
COUNTY OF Cobb)

I, MARY LYNN MOORE, a Notary (state officer) residing in the county and state aforesaid, do certify that Philip M. Peard, who is personally to me known, this day appeared before me personally and did acknowledge that he or she did sign, seal and deliver the foregoing instruments of his or her own free will and accord, for the purposes therein named and expressed.

In witness whereof, I have hereunto set my hand and official seal, this 28th day of July, 2003.

Mary Lynn Moore

(signature of individual taking acknowledgment)

Notary Public, Cobb County, Georgia
My Commission Expires September 12, 2005

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Beth Akers

(Typed or printed name of person mailing paper or fee)

Beth Akers

(Signature of person mailing paper or fee)

SCHEDULE I

Trademark Registrations

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Patient1	2,346,628	May 2, 2000
Decision1	2,552,558	March 26, 2002