

ASSIGNMENT OF TRADEMARKS

WHEREAS, Flow Management Technologies, Inc. ("Assignor"), a Delaware corporation with a principal place of business at 125 High Rock Avenue, Saratoga Springs, New York 12866, is the owner of the entire right, title and interest in and to the trademarks "Health Care Data Systems" (Registration Number 2,379,574); "Entity" (Registration Number 2,082,591); and "Envision" (Registration Number 2,006,529) (collectively, the "Marks") and the good will related thereto;

WHEREAS and Integrated Healthware, LLC, a Massachusetts limited liability company ("Assignee") wishes to acquire, and Assignor wishes to assign, Assignor's entire right, title and interest in and to the Marks and the goodwill of the business in connection with which the aforesaid Marks have been used;

WHEREAS, Assignor is transferring other assets to Assignee pursuant to a Bill of Sale, Assignment and Assumption Agreement of even date herewith;

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to said Marks, together with the goodwill of the business in connection with which the aforesaid Marks has been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Agreement; (c) in obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the

United States or for any or all foreign countries; and (d) in the implementation or perfection of this Agreement.

3. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, all effective this 12th day of July, 2004.

FLOW MANAGEMENT TECHNOLOGIES, INC.

By *Craig Stevenson*
Name: CR AIG S TEVEN GTON
Title: PRESIDENT & CEO

STATE OF New York

Date: July 12, 2004

COUNTY OF Saratoga, ss.

Then personally appeared Craig Stevenson, who acknowledged that he is the President & CEO of Flow Management Technologies, Inc. and that he executed the foregoing Assignment on behalf of Flow Management Technologies, Inc. as his free act and deed, before me.

Shirley Fuller
NOTARY PUBLIC

SHIRLEY FULLER
Notary Public, State of New York
No. 01FA8035066
Qualified in Saratoga County
Commission Expires December 20, 2005

My Commission Expires: 12/20/05