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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intermedix Ltd.		I11/21/2006 I	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Intermedix Technologies, Inc.	
Street Address:	6451 North Federal Highway	
Internal Address:	Suite 1002	
City:	Fort Lauderdale	
State/Country:	FLORIDA	
Postal Code:	33308	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78752783	TRIPTIX
Registration Number:	3156304	INTERMEDIX

CORRESPONDENCE DATA

Fax Number: (404)685-6929

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-815-3606

Email: mbedsole@sgrlaw.com

Correspondent Name: Robert H. G. Lockwood

Address Line 1: 1230 Peachtree Street, N.E.

Address Line 2: Suite 3100, Promenade II

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	INTERMEDIX LTD. TO TECHNO	
NAME OF SUBMITTER:	Robert H. G. Lockwood	

TRADEMARK REEL: 003437 FRAME: 0001

900063782

Signature:	/Robert H. G. Lockwood/
Date:	12/01/2006
Total Attachments: 4 source=Intermedix Assignment#page1.tif source=Intermedix Assignment#page2.tif source=Intermedix Assignment#page3.tif source=Intermedix Assignment#page4.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") made as of the 21 day of November 2006, by Intermedix Ltd. (successor-by-conversion to and f/k/a Intermedix, Inc., a Texas corporation), a Texas limited partnership ("Assignor"), to Intermedix Technologies, Inc. (as assignee of Advanced Data Processing, Inc., a Delaware corporation), a Delaware corporation ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement, dated as of November 15, 2006 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Transferred Assets (as defined in the Agreement), including without limitation the trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks, trademark applications and trade names, including without limitation the trademarks and trademark applications and trade names listed in <u>Schedule A</u> annexed hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of the Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Florida without regard to the principles of conflicts of laws thereunder.

(Signatures appear on the next page)

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EXECUTION VERSION

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment as of this 2° day of November, 2006.

INTERMEDIX LTD.
By: Intermedix GP LLC, its general partner
1
By: premy teller
Mame: Jerenny Mattern
Title: President
INTERMEDIX TECHNOLOGIES, INC.
By:
Name:
Title:

CORP\1208827.1

EXECUTION VERSION

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment as of this __ day of November, 2006.

INTERMEDIX LTD. By: Intermedix GP LLC, its general partner
By:
Name: Jeremy Mattern
Title: President
INTERMEDIX TECHNOLOGIES, INC.
By: Beach Chilliams Name: Brack Littiams Title: 1P + Secretary

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EXECUTION VERSION

SCHEDULE A

Registered Trademarks

Trademark

U.S. Registration No.

Registration Date

Intermedix

3,156,304

October 17, 2006

Unregistered Trademarks

eRun

eRunRecord PocketEMR

Pending Trademark Applications

Trademark

Application Number

Triptix

78,752,783

Trade Names

Intermedix, Inc.
Intermedix Ltd.
IMDX Solutions Corp.
Intermedix of Texas LP

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