

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Capital Group of Texas II, L.P.		11/02/2001	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	ACS State Healthcare LLC		
Street Address:	2828 N. Haskell		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75204		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2820100	FRAUDSPOTLIGHT	
Registration Number:	2817654	MEDSPOTLIGHT	
Registration Number:	2879778	WEBSPOTLIGHT	
Registration Number:	2327897	WEBSPOTLIGHT	
CORRESPONDENCE DATA			
Fax Number:	(214)661-6609		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-953-5902		
Email:	cbutzer@jw.com		
Correspondent Name:	Carl C. Butzer		
Address Line 1:	901 Main Street, Suite 6000		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	1714.7		
NAME OF SUBMITTER:	Carl C. Butzer		

TRADEMARK

900067355

REEL: 003465 FRAME: 0642

CH \$115.00 2820100

Signature:

/Carl C. Butzer/

Date:

01/22/2007

Total Attachments: 5

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RELEASE OF LIENS AND SECURITY INTERESTS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

WHEREAS, Intelligent Technology Corporation, a Delaware corporation d/b/a Intelligent Technologies Corporation ("Debtor"), is indebted to First Capital Group of Texas II, LP, ("Secured Party");

WHEREAS, Secured Party has certain liens and security interests in the assets of Debtor (collectively, the "Liens");

WHEREAS, Debtor desires to transfer to ACS State Healthcare LLC, a Delaware limited liability company ("Buyer"), all of the Acquisition Assets as such term is defined in Section 1.2 of Asset Purchase Agreement between Debtor and Buyer ("Purchase Agreement"), including without limitation (i) a perpetual, exclusive worldwide license as well as a perpetual, nonexclusive worldwide license to the Software and the Licensed Trademarks for Use in the Field; (ii) all rights of Debtor under all written or oral customer contracts, agreements, arrangements, purchase or sales orders or other commitments arising out of or otherwise relating to the Healthcare Business and all leases, agreements, software escrow agreements, and contracts relating to the ownership and use of Tangible Personal Property or Intangible Personal Property used in and arising out of the operation of the Healthcare Business; (iii) all computer hardware, furniture, fixtures, equipment, inventory, supplies and other tangible personal property used in or arising out of the Healthcare Business; (iv) all computer software and other intangible personal property, other than the Software and the Licensed Trademarks, required for the operation of the Healthcare Business, including all source code and other items held in escrow under any software escrow agreement; and (v) all correspondence, customer lists, books, records, manuals data files and other information, in any form or medium, that relates to any Contract, Tangible Personal Property, Intangible Personal Property or is otherwise required for the operation of the Healthcare Business;

WHEREAS, Secured Party acknowledges and agrees that all capitalized terms used but not defined herein shall have the same meaning as defined in the Purchase Agreement; and

WHEREAS, Buyer requires a full release of Liens by Secured Party in the Acquisition Assets in exchange for the consideration payable to Debtor as described in the Purchase Agreement;

NOW, THEREFORE, for and in consideration of the \$1,250,000 Purchase Price, payable in accordance with and subject to the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby FOREVER RELEASE, RELINQUISH and

DISCHARGE the Liens and RELEASE the Acquisition Assets from all Liens held by Secured Party without regard to how they were created or evidenced.

Secured Party represents and warrants that it has not transferred any rights in the Liens granted to it by Debtor. Secured Party agrees to deliver to Buyer at the Closing such duly executed termination statements and other instruments as Buyer shall request to evidence the release of the Liens. To the extent of any rights now or hereafter acquired in the Software, the Licensed Trademarks, any of the Acquisition Assets or any assets of Debtor that impair or reduce the rights of Purchaser under the Purchase Agreement, Secured Party further agrees with Purchaser that it will transfer and license, on a nonrecourse basis and without any further consideration from Purchaser, the same rights Purchaser is seeking from Debtor under the Purchase Agreement.

This instrument has been executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, to induce Buyer to proceed with the Closing, the Secured Party has executed this Release as of the date set forth below:

FIRST CAPITAL GROUP OF TEXAS II, LP

By: [Signature]
Name: Ward Greenwood
Title: Managing Member
First Capital Mgmt. LLC.

STATE OF TEXAS

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COUNTY OF TRAVIS

On this ____ day of October, 2001, personally appeared _____ of First Capital Group of Texas II, J.P., a Texas limited partnership, on behalf of such partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person whose name is subscribed to the written instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted executed the instrument.

(stamp)

Notary Public in and for the State of Texas

DISCHARGE the Liens and RELEASE the Acquisition Assets from all Liens held by Secured Party without regard to how they were created or evidenced.

Secured Party represents and warrants that it has not transferred any rights in the Liens granted to it by Debtor. Secured Party agrees to deliver to Buyer at the Closing such duly executed termination statements and other instruments as Buyer shall request to evidence the release of the Liens. To the extent of any rights now or hereafter acquired in the Software, the Licensed Trademarks, any of the Acquisition Assets or any assets of Debtor that impair or reduce the rights of Purchaser under the Purchase Agreement, Secured Party further agrees with Purchaser that it will transfer and license, on a nonrecourse basis and without any further consideration from Purchaser, the same rights Purchaser is seeking from Debtor under the Purchase Agreement.

This instrument has been executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, to induce Buyer to proceed with the Closing, the Secured Party has executed this Release as of the date set forth below:

EMPIRE CAPITAL PARTNERS

By: Peter Richards
Name: PETER RICHARDS
Title: Managing Partner

STATE OF TEXAS §
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COUNTY OF TRAVIS §

On this ____ day of October, 2001, personally appeared _____ of Empire Capital Partners, a _____ limited partnership, on behalf of such partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person whose name is subscribed to the written instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted executed the instrument.

(stamp)

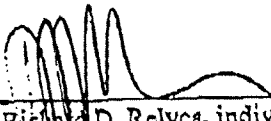
Notary Public in and for the State of Texas

DISCHARGE the Liens and RELEASE the Acquisition Assets from all Liens held by Secured Party without regard to how they were created or evidenced.

Secured Party represents and warrants that he has not transferred any rights in the Liens granted to him by Debtor. Secured Party agrees to deliver to Buyer at the Closing such duly executed termination statements and other instruments as Buyer shall request to evidence the release of the Liens. To the extent of any rights now or hereafter acquired in the Software, the Licensed Trademarks, any of the Acquisition Assets or any assets of Debtor that impair or reduce the rights of Purchaser under the Purchase Agreement, Secured Party further agrees with Purchaser that he will transfer and license, on a nonrecourse basis and without any further consideration from Purchaser, the same rights Purchaser is seeking from Debtor under the Purchase Agreement.

This instrument has been executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, to induce Buyer to proceed with the Closing, the Secured Party has executed this Release as of the date set forth below:

By: 
Richard D. Relyea, individually

STATE OF TEXAS
COUNTY OF TRAVIS

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On this ____ day of October, 2001, personally appeared Richard D. Relyea, personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person whose name is subscribed to the written instrument and acknowledged to me that he executed the same in his individual capacity, and that by his signature on the instrument he executed the instrument.

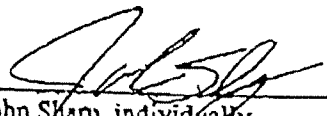
(Stamp)

Notary Public in and for the State of Texas

Secured Party represents and warrants that he has not transferred any rights in the Liens granted to it by Debtor. Secured Party agrees to deliver to Buyer at the Closing such duly executed termination statements and other instruments as Buyer shall request to evidence the release of the Liens. To the extent of any rights now or hereafter acquired in the Software, the Licensed Trademarks, any of the Acquisition Assets or any assets of Debtor that impair or reduce the rights of Purchaser under the Purchase Agreement, Secured Party further agrees with Purchaser that he will transfer and license, on a nonrecourse basis and without any further consideration from Purchaser, the same rights Purchaser is seeking from Debtor under the Purchase Agreement.

This instrument has been executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, to induce Buyer to proceed with the Closing, the Secured Party has executed this Release as of the date set forth below:

By: 
John Sharp, individually

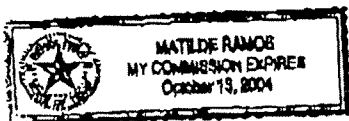
STATE OF TEXAS

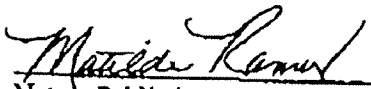
COUNTY OF TRAVIS

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On this 2nd day of ~~October~~ ^{NOVEMBER}, 2001, personally appeared John Sharp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person whose name is subscribed to the written instrument and acknowledged to me that he executed the same in his individual capacity, and that by his signature on the instrument he executed the instrument.

(SEAL)




Notary Public in and for the State of Texas