

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VANTAGEMED CORPORATION		04/19/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	EXPORT DEVELOPMENT CANADA
Street Address:	151 O'Connor Street
City:	Ottawa, Ontario
State/Country:	CANADA
Postal Code:	K1A 1K3
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2578650	BILLADVANTAGE
Registration Number:	2617984	CHARTKEEPER
Registration Number:	2597920	CLAIMADVANTAGE
Registration Number:	2582191	CODEADVANTAGE
Registration Number:	3184722	MEDICAL HELPER
Registration Number:	2651943	NORTHERN HEALTH ANESTHESIA
Registration Number:	1996079	OPENINGS
Registration Number:	2654346	RIDGEMARK
Registration Number:	2582190	RIDGEMARK
Registration Number:	2700585	SECURECONNECT
Registration Number:	2709538	SECURECONNECT
Registration Number:	2607456	THERAPIST HELPER
Registration Number:	2864030	VANTAGEMED
Registration Number:	2658848	VANTAGEMED

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Registration Number:	2804041	VANTAGEMED
Registration Number:	2801759	VANTAGEMED
Registration Number:	2724259	MEDICAL ABC
Registration Number:	1548974	MEDISCAN
Registration Number:	1534137	TRANSCANER

**CORRESPONDENCE DATA**

Fax Number: (716)849-0349  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (716) 856-4000  
Email: ksuzan@hodgsonruss.com  
Correspondent Name: Kenneth D. Suzan  
Address Line 1: Hodgson Russ LLP  
Address Line 2: 140 Pearl Street, Suite 100  
Address Line 4: Buffalo, NEW YORK 14202

ATTORNEY DOCKET NUMBER: 049119.00000

**DOMESTIC REPRESENTATIVE**

Name: Kenneth D. Suzan  
Address Line 1: Hodgson Russ LLP  
Address Line 2: 140 Pearl Street, Suite 100  
Address Line 4: Buffalo, NEW YORK 14202

NAME OF SUBMITTER: Kenneth D. Suzan

Signature: /Kenneth D. Suzan/

Date: 04/19/2007

Total Attachments: 6  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of April 9, 2007, is made by VANTAGEMED CORPORATION, a Delaware corporation having an address of 11060 White Rock Road, Suite 210, Rancho Cordova, California 95670 (the "*Grantor*") in favor of EXPORT DEVELOPMENT CANADA, a corporation established by the Export Development Act (R.S., 1985, c. E-20) of Canada and having an address at 151 O'Connor Street, Ottawa, Ontario, Canada K1A 1K3 (the "*Holder*").

WHEREAS, Nightingale Informatix Corporation (the "*Borrower*") has executed, and the Holder has accepted, a subscription agreement dated as of the date hereof (as amended, supplemented, restated, extended, renewed, continued or superseded from time to time, the "*Subscription Agreement*") and the Borrower has issued to the Holder dated of even date herewith a series of secured debentures (as amended, supplemented restated, extended, renewed, continued or superseded from time to time (the "*Secured Debentures*") in accordance with the Subscription Agreement.

WHEREAS, as a condition precedent to the purchase by the Holder of the Secured Debentures, each of the Borrower, the Grantor and Nightingale Healthnet Corporation has executed and delivered that certain U.S. Security Agreement dated as of the date hereof to the Holder (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Holder, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Holder for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "*Collateral*"):

(vii) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(viii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(ix) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(x) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(xi) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(xii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

**SECTION 2. Security for Obligations.** The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment by the Grantor of the Secured Obligations. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to the Holder under the Transaction Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor or any of its Affiliates.

**SECTION 3. Recordation.** The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

**SECTION 4. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Holder with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**SECTION 5. Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VANTAGEMED CORPORATION,  
a Delaware corporation

By 

Name:

Title:

Nikhil Vane  
President & Chief Executive Officer

Address for Notices:  
11060 White Rock Road  
Suite 210  
Rancho Cordova, California 95670

SCHEDULE A

PATENT AND PATENT APPLICATIONS

NONE

**SCHEDULE B**

**TRADEMARK AND SERVICE MARK REGISTRATIONS**

<b>Country</b>	<b>Trademark/Service Mark/Application Number</b>	<b>Issue/Filing Date</b>	<b>Mark</b>
USA	2578650	10/04/2001	BILLADVANTAGE
USA	2617984	9/10/2002	CHARTKEEPER
USA	2597920	07/23/2002	CLAIMADVANTAGE
USA	2582191	6/18/2002	CODEADVANTAGE
USA	3184722	12/12/2006	MEDICAL HELPER
USA	2651943	11/19/2002	NORTHERN HEALTH ANESTHESIA
USA	1996079	8/20/1996	OPENINGS
USA	2654346	11/26/2002	RIDGEMARK
USA	2582190	11/26/2002	RIDGEMARK
USA	2700585	3/25/2003	SECURECONNECT
USA	2709538	4/22/2003	SECURECONNECT
USA	2607456	8/13/2002	THERAPIST HELPER
USA	2864030	8/13/2002	VANTAGEMED
USA	2658848	7/20/2004	VANTAGEMED
USA	2804041	1/13/2004	VANTAGEMED
USA	2801759	1/06/2004	VANTAGEMED
USA	2724259	6/10/2003	MEDICAL ABC
USA	1548974	7/25/89	MEDISCAN
USA	1534137	4/11/89	TRANSCANER

SCHEDULE C

COPYRIGHTS

NONE

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**RECORDED: 04/19/2007**

**TRADEMARK  
REEL: 003525 FRAME: 0870**