

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NIGHTINGALE INFORMATIX CORPORATION		04/19/2007	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	WF FUND III LIMITED PARTNERSHIP
Doing Business As:	DBA WELLINGTON FINANCIAL LP
Street Address:	161 Bay Street, Suite 2520
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2S1
Entity Type:	LIMITED PARTNERSHIP: CANADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2082591	ENTITY
Registration Number:	3200521	HEALTH E FAX
Serial Number:	77147543	ONE PATIENT ONE RECORD
Serial Number:	77147557	VHR
Serial Number:	77147572	VIRTUAL HEALTH RECORD
Serial Number:	77037218	NIGHTINGALE

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

CH \$165.00 2082591

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 19, 2007, is made by NIGHTINGALE INFORMATIX CORPORATION, an Ontario corporation having an address at 3762 Fourteenth Avenue, Suite 100, Markham, Ontario, Canada L3R 0G7 (the "*Grantor*") in favor of WF FUND III LIMITED PARTNERSHIP, a Manitoba limited partnership carrying a business as Wellington Financial LP and having an address at 161 Bay Street, Suite 2520, Toronto, Ontario, Canada M5J 2S1 (the "*Holder*").

WHEREAS, the Grantor 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subscription agreement dated as of the date hereof (as amended, supplemented, restated, extended, renewed, continued or superseded from time to time, the "*Subscription Agreement*") and the Grantor has issued to the Holder dated of even date herewith a series of secured debentures (as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 Grantor, Nightingale Healthnet Corporation and VantageMed 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*"):

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

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

(iv) 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;

(v) 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

(vi) 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.

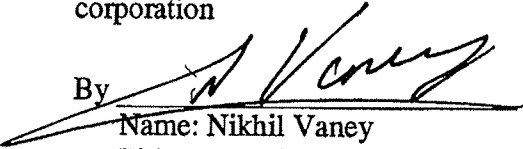
SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Holder with respect 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.

NIGHTINGALE INFORMATIX
CORPORATION, an Ontario
corporation

By


Name: Nikhil Vaney

Title: Authorized Signatory

Address for Notices:
3762-14th Avenue
Markham, Ontario
Canada L3R 0G7
Attn: Nikhil Vaney

NIGHTINGALE US IP SECURITY AGREEMENT (WELLINGTON)

TRADEMARK
REEL: 003525 FRAME: 0878

SCHEDULE A

PATENT AND PATENT APPLICATIONS

<u>Patent Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
System, Method and Computer Program for Interactive Voice Recognition Scheduler, Reminder and Messenger	USA		10/916,543	August 12, 2004	Pending

SCHEDULE B
TRADEMARK AND SERVICE MARK REGISTRATIONS

Country	Trademark/Service Mark/Application Number	Issue/Filing Date	Mark
USA	2082591	7/22/1997	ENTITY
USA	3200521	1/23/2007	HEALTH E FAX
USA	77/147,543	4/3/07	ONE PATIENT ONE RECORD
USA	77/147,557	4/3/07	VHR
USA	77/147,572	4/6/07	VIRTUAL HEALTH RECORD
USA	77/037,218	11/6/2006	NIGHTINGALE

SCHEDULE C

COPYRIGHTS

NONE

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RECORDED: 04/19/2007

**TRADEMARK
REEL: 003525 FRAME: 0881**