

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/15/2000

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HCC Communications, Inc.	FORMERLY Healthcare Communications, Inc.	06/15/2000	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

Name:	MEDICAL MANAGER PCN, INC.
Street Address:	2202 N. WEST SHORE BLVD.
Internal Address:	SUITE 300
City:	TAMPA
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1459000	MEDIMAC
Registration Number:	1456192	CHIROMAC
Registration Number:	1440471	MACHEALTH SERIES

CORRESPONDENCE DATA

Fax Number: (714)753-1911
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9497531222
 Email: ipfilings@sage.com
 Correspondent Name: Chanette Armstrong
 Address Line 1: 56 Technology Drive
 Address Line 4: Irvine, CALIFORNIA 92618

ATTORNEY DOCKET NUMBER:	HCC TO MMPN (SSHD)
-------------------------	--------------------

CH \$90.00 1459000

NAME OF SUBMITTER:	Chanette Armstrong
Signature:	/chanette armstrong/
Date:	12/26/2007

Total Attachments: 20

source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page1.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page2.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page3.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page4.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page5.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page6.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page7.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page8.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page9.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page10.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page11.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page12.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page13.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page14.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page15.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page16.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page17.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page18.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page19.tif
source=HCC-SCINET-MOMS-DELTA Merge MMPCN 2000-06-15#page20.tif

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
MEDICAL MANAGER PCN, INC.**

The undersigned, being all of the Directors of Medical Manager PCN, Inc., a Delaware corporation (the "**Company**"), in accordance with Section 141(f) of the General Corporation Law of the State of Delaware, hereby consent to the adoption of the following resolutions as if such resolutions had been adopted at a duly convened meeting of the Board of Directors of the Company:

PCN Assets Acquired by Medical Manager Corporation

WHEREAS, the Company is a direct, wholly owned subsidiary of Medical Manager Corporation, a Delaware corporation ("**MMC**");

WHEREAS, pursuant to the Asset Purchase Agreement dated December 22, 1999 (as amended by Amendment No. 1 thereto, the "**PCN Agreement**"), among Physician Computer Network, Inc., VERSYSS Incorporated, Wismer*Martin, Inc., Integrated Health Systems, Inc., PCN HP Venture Corp., MMC and Medical Manager Health Systems, Inc., a Delaware corporation ("**MMHS**"), MMC acquired the Assets and assumed the Assumed Liabilities (each as defined in the PCN Agreement; referred to herein as the "**PCN Assets**" and the "**PCN Liabilities**," respectively);

WHEREAS, in accordance with the MMC/MMPCN Assignment and Assumption Agreement to be entered into between MMC and the Company, substantially in the form of **Exhibit A** hereto (the "**MMC Agreement**"); (a) MMC will contribute, assign, convey, transfer, deliver and set over (collectively, "**Contribute**") to the Company all of the PCN Assets, to the extent acquired by MMC pursuant to the PCN Agreement; and (b) the Company will agree to assume and pay, perform and discharge, when due, the PCN Liabilities, to the extent assumed by MMC pursuant to the PCN Agreement (collectively, the "**PCN Contribution Transaction**"); and

WHEREAS, immediately following consummation of the PCN Contribution Transaction, MMC will Contribute to MMHS all of the capital stock of the Company owned or held by MMC such that following such Contribution, the Company will be a direct, wholly owned subsidiary of MMHS (collectively, the "**Capital Stock Contribution**").

NOW, THEREFORE, BE IT:

RESOLVED, that the Company (a) receive all of the PCN Assets, to the extent acquired by MMC pursuant to the PCN Agreement, and (b) assume and pay, perform and discharge, when due, the PCN Liabilities, to the extent assumed by MMC pursuant to the PCN Agreement.

Assets Acquired by Medical Manager Health Systems, Inc. from PCN Dealers

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of January 21, 2000 (the "**Direct 1 Agreement**") among MMHS, Direct 1 Medical, Inc. ("**Direct 1**") and the shareholders of Direct 1 named therein, MMHS (a) acquired the Purchased Assets (as defined in the Direct 1 Agreement; referred to herein as the "**Direct 1 Assets**"), (b) assumed the Assumed Liabilities (as defined in the Direct 1 Agreement; referred to herein as the "**Direct 1 Liabilities**") and (c) set aside and held the Held Back Shares (as defined in the Direct 1 Agreement; referred to herein as the "**Direct 1 Held Back Shares**");

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of March 9, 2000 (the "**Aztec Agreement**") among MMHS, Aztec Financial, Inc. ("**Aztec**") and the shareholder of Aztec named therein, MMHS (a) acquired the Purchased Assets (as defined in the Aztec Agreement; referred to herein as the "**Aztec Assets**"), (b) assumed the Assumed Liabilities (as defined in the Aztec Agreement; referred to herein as the "**Aztec Liabilities**") and (c) set aside and held the Held Back Shares (as defined in the Aztec Agreement; referred to herein as the "**Aztec Held Back Shares**");

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of March 31, 2000 (the "**MOMS Agreement**") among MMHS, Medical Manager Southwest, Inc., Medical Office Management Solutions, Inc. ("**MOMS**") and the shareholders of MOMS named therein, MMHS (a) acquired the Purchased Assets (as defined in the MOMS Agreement; referred to herein as the "**MOMS Assets**"), (b) assumed the Assumed Liabilities (as defined in the MOMS Agreement; referred to herein as the "**MOMS Liabilities**") and (c) set aside and held the Held Back Shares (as defined in the MOMS Agreement; referred to herein as the "**MOMS Held Back Shares**"); and

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of March 20, 2000 (the "**HCC Agreement**") among MMHS, HCC Communications, Inc. ("**HCC**") and the shareholders of HCC named therein, MMHS (a) acquired the Purchased Assets (as defined in the HCC Agreement; referred to herein as the "**HCC Assets**"), (b) assumed the Assumed Liabilities (as defined in the HCC Agreement; referred to herein as the "**HCC Liabilities**") and (c) set aside and held the Held Back Shares (as defined in the HCC Agreement; referred to herein as the "**HCC Held Back Shares**");

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of February 18, 2000 (the "**Midsouth Agreement**") among MMHS, Versyss-Midsouth Business Systems, Inc. ("**Midsouth**") and the shareholders of Midsouth named therein, MMHS (a) acquired the Purchased Assets (as defined in the Midsouth Agreement; referred to herein as the "**Midsouth Assets**"), (b) assumed the Assumed Liabilities (as defined in the Midsouth Agreement; referred to herein as the "**Midsouth Liabilities**") and (c) set aside and held the Held Back Shares (as defined in the Midsouth Agreement; referred to herein as the "**Midsouth Held Back Shares**");

WHEREAS, as used herein, (a) "**Purchase Agreements**" means the Direct 1 Agreement, the Aztec Agreement, the MOMS Agreement, the HCC Agreement and the Midsouth Agreement and (b) "**Total Held Back Shares**" means the Direct 1 Held Back Shares, the Aztec Held Back Shares, the MOMS Held Back Shares, the HCC Held Back Shares and the Midsouth Held Back Shares;

WHEREAS, in accordance with the MMHS/MMPCN – PCN Dealer Assets Acquired by MMHS Assignment and Assumption Agreement to be entered into between MMHS and the

Company, substantially in the form of Exhibit B hereto, following the Capital Stock Contribution: (a) MMHS will Contribute to the Company all of the Direct 1 Assets, the Aztec Assets, the MOMS Assets, the HCC Assets and the Midsouth Assets, in each case to the extent acquired by MMHS pursuant to any of the Purchase Agreements; (b) MMHS will contribute and assign to the Company all of MMHS's right, title and interest to, and under, each of the Purchase Agreements (including, without limitation, the right of MMHS to hold and apply the Total Held Back Shares in accordance with the Purchase Agreements); and (c) the Company will agree to assume and pay, perform and discharge, when due, the Direct 1 Liabilities, the Aztec Liabilities, the MOMS Liabilities, the HCC Liabilities and the Midsouth Liabilities, in each case to the extent assumed by MMHS pursuant to any of the Purchase Agreements.

NOW, THEREFORE, BE IT:

RESOLVED, that following the Capital Stock Contribution the Company receive all of the Direct 1 Assets, the Aztec Assets, the MOMS Assets, the HCC Assets and the Midsouth Assets, in each case to the extent acquired by MMHS pursuant to any of the Purchase Agreements;

RESOLVED, that following the Capital Stock Contribution the Company receive all of MMHS's right, title and interest to, and under, each of the Purchase Agreements (including, without limitation, the rights of MMHS to hold and apply the Total Held Back Shares in accordance with the Purchase Agreements); and

RESOLVED, that following the Capital Stock Contribution the Company assume and pay, perform and discharge, when due, the Direct 1 Liabilities, the Aztec Liabilities, the MOMS Liabilities, the HCC Liabilities and the Midsouth Liabilities, in each case to the extent assumed by MMHS pursuant to any of the Purchase Agreements.

Assets Acquired by Regions and Dividended to Medical Manager Health Systems, Inc.

WHEREAS, each of Medical Manager West, Inc., a Delaware corporation ("*MM West*"), and Medical Manager Midwest, Inc., an Indiana corporation ("*MM Midwest*"), is a wholly owned subsidiary of MMHS;

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of March 1, 2000 (the "*SCINET Agreement*") among MM West, SCINET, Inc. ("*SCINET*") and the shareholders of SCINET named therein, MM West acquired the Purchased Assets, assumed the Assumed Liabilities and set aside and held the Held Back Shares (each as defined in the SCINET Agreement; referred to herein as the "*SCINET Assets*," the "*SCINET Liabilities*" and the "*SCINET Hold Back*," respectively);

WHEREAS, pursuant to the Asset Sale Agreement dated as of March 1, 2000 (the "*EDI Sale Agreement*") between MM West and CareInsite, Inc., a Delaware corporation ("*CARI*"), (a) MM West sold the Assets (as defined in the EDI Sale Agreement; referred to herein as the "*SCINET EDI Assets*") and MM West's non-exclusive right, title and interest in the SCINET Agreement as it relates to the SCINET EDI Assets (the "*EDI Contract Rights*") to CARI, and (b) CARI assumed any and all debts, liabilities and obligations assumed by MM West pursuant to Section 1.5 of the SCINET Agreement arising out of or relating to the SCINET EDI Assets (collectively, the "*SCINET EDI Liabilities*");

WHEREAS, the Board of Directors of MM West has declared a dividend payable to MMHS, as the sole stockholder of MM West, which dividend is comprised of (a) the SCINET Assets, to the extent acquired by MM West pursuant to the SCINET Agreement, except for the SCINET EDI Assets, and (b) all of MM West's rights under the SCINET Agreement, except for the EDI Contract Rights;

WHEREAS, in accordance with the MMW/MMHS – SCINET Dividend Assignment and Assumption Agreement to be entered into between MM West and MMHS, substantially in the form of **Exhibit C** hereto (the “*SCINET Dividend Agreement*”): (a) MM West will assign, convey, transfer, deliver and set over to MMHS the SCINET Assets, to the extent acquired by MM West pursuant to the SCINET Agreement, except for the SCINET EDI Assets; (b) MM West will assign to MMHS all of MM West's right, title and interest to, and under, the SCINET Agreement (including, without limitation, the rights of MM West to hold and apply the SCINET Hold Back in accordance with the SCINET Agreement), except for the EDI Contract Rights (the “*SCINET Contract Rights*”); and (c) MMHS will agree to assume and pay, perform and discharge, when due, the SCINET Liabilities, to the extent assumed by MM West pursuant to the SCINET Agreement, except for the SCINET EDI Liabilities;

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of March 14, 2000 (the “*Delta Agreement*”) among MM Midwest, Delta Computing Solutions, LLC (“*Delta*”) and the shareholders of Delta named therein, MM Midwest acquired the Purchased Assets, assumed the Assumed Liabilities and set aside and held the Held Back Amount (each as defined in the Delta Agreement; referred to herein as the “*Delta Assets*,” the “*Delta Liabilities*” and the “*Delta Hold Back*,” respectively);

WHEREAS, the Board of Directors of MM Midwest has declared a dividend payable to MMHS, as the sole stockholder of MM Midwest, which dividend is comprised of (a) the Delta Assets, to the extent acquired by MM Midwest pursuant to the Delta Agreement, and (b) all of MM Midwest's rights under the Delta Agreement;

WHEREAS, in accordance with the MMMW/MMHS – Delta Dividend Assignment and Assumption Agreement to be entered into between MM Midwest and MMHS, substantially in the form of **Exhibit D** hereto (the “*Delta Dividend Agreement*”): (a) MM Midwest will assign, convey, transfer, deliver and set over to MMHS the Delta Assets, to the extent acquired by MM Midwest pursuant to the Delta Agreement; (b) MM Midwest will assign to MMHS all of MM Midwest's right, title and interest to, and under, the Delta Agreement (including, without limitation, the rights of MM Midwest to hold and apply the Delta Hold Back in accordance with the Delta Agreement) (together with the SCINET Contract Rights, the “*Contract Rights*”); (c) MMHS will agree to assume and pay, perform and discharge, when due, the Delta Liabilities, to the extent assumed by MM Midwest pursuant to the Delta Agreement; and

WHEREAS, in accordance with the MMHS/MMPCN – PCN Dealer Assets Acquired by Regions Assignment and Assumption Agreement to be entered into between MMHS and the Company, substantially in the form of **Exhibit E** hereto: (a) immediately following the Capital Stock Contribution and MMHS's receipt of the SCINET Assets (except for the SCINET EDI Assets) and the Delta Assets pursuant to the SCINET Dividend Agreement and the Delta Dividend Agreement, respectively, MMHS will Contribute to the Company all of the SCINET Assets (except for the SCINET EDI Assets) and the Delta Assets, to the extent acquired by MMHS pursuant to the SCINET Dividend Agreement or the Delta Dividend Agreement; (b) immediately after the Capital Stock Contribution and MMHS's receipt of the Contract Rights, MMHS will Contribute all of the Contract Rights to the Company; and (c) immediately following

the Capital Stock Contribution and MMHS's assumption of the SCINET Liabilities (except for the SCINET EDI Liabilities) and the Delta Liabilities pursuant to the SCINET Dividend Agreement and the Delta Dividend Agreement, respectively, the Company will agree to assume and pay, perform and discharge, when due, all such liabilities, to the extent assumed by MMHS pursuant to the SCINET Dividend Agreement or the Delta Dividend Agreement.

NOW, THEREFORE, BE IT:

RESOLVED, that the Company receive all of the all of the SCINET Assets and the Delta Assets, to the extent acquired by MMHS pursuant to the SCINET Dividend Agreement or the Delta Dividend Agreement, except for the SCINET EDI Assets;

RESOLVED, that the Company receive all of the Contract Rights; and

RESOLVED, that the Company assume and pay, perform and discharge, when due, all of the SCINET Liabilities and the Delta Liabilities, to the extent assumed by MMHS pursuant to the SCINET Dividend Agreement or the Delta Dividend Agreement, except for the SCINET EDI Liabilities.

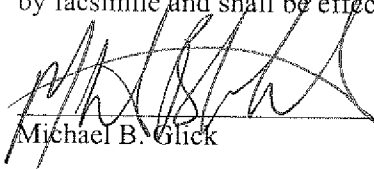
Authorization of Agreements and General Resolution

RESOLVED, that the forms terms and provisions of, and the transactions contemplated by, each of the agreements attached hereto as an Exhibit be, and the same hereby are, approved in all respects, and that the proper officers of the Company are, and each of them hereby is, authorized and empowered (any one of them acting alone), in the name and on behalf of the Company, to execute and deliver each such agreement, in the form or substantially in the form attached hereto, with such changes, additions and modifications thereto as the proper officer of the Company executing the same shall approve, such approval to be conclusively evidenced by such officer's execution and delivery thereof; and


RESOLVED, that the proper officers of the Company be, and each of them acting alone hereby is, authorized to take all such further action and to prepare, execute, deliver and file all such agreements, instruments, documents and certificates in the name and on behalf of the Company, under its corporate seal or otherwise, and to incur and pay all such fees and expenses as they, or any one of them, shall deem necessary, proper or advisable to carry out the intent and effectuate the purpose of each of the foregoing resolutions.

[Signatures Next Page]

IN WITNESS WHEREOF, this Consent may be signed in one or more counterparts and by facsimile and shall be effective as of June 15, 2000.



Michael B. Glick



Kirk Layman

MMC/MMPCN

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of June __, 2000 is made and entered into between MEDICAL MANAGER CORPORATION, a Delaware corporation (the "Assignor"), and MEDICAL MANAGER PCN, INC., a Delaware corporation (the "Assignee"). Any capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Asset Purchase Agreement dated as of December 7, 1999 (as amended by Amendment No. 1 dated December 22, 1999, the "Agreement") by and among Physician Computer Network, Inc., VERSYSS Incorporated, Wismer*Martin, Inc., Integrated Health Systems, Inc., PCN HP Venture Corp., Assignor and Assignee.

Effective as of the date hereof, Assignor does hereby contribute, assign, convey, transfer, deliver and set over to Assignee all of the Assets, to the extent acquired by the Assignor pursuant to the Agreement, including, without limitation, all of the following:

- (1) the Business as a going concern and the goodwill pertaining thereto;
- (2) all customer lists utilized in the Business;
- (3) all rights of the Assignor under all license, sublicense, service, development, maintenance and support agreements (whether related to computer software, hardware or both), between the Assignor (as assignee or successor to the assignee) and any licensee, sublicensee or other permitted user ("End-Users") of the products or services of the Business (collectively, the "End-User Agreements");
- (4) all rights of the Assignor in and to any manuals and other documentation and materials (whether or not in written form) and all versions thereof, together with all other patents, licenses, trademarks, service marks, tradenames (whether registered or unregistered), domain names, copyrights, proprietary inventions, proprietary technology, technical information, discoveries, designs, proprietary rights and non-public information, whether or not patentable in each case used or useable in the conduct of the Business.
- (5) all accounts and other receivables of the Assignor with respect to the Business;
- (6) all items of inventory of the Assignor including, without limitation, all computer hardware products, peripherals, supplies (including, without limitation, packaging and shipping materials), work-in-progress and finished goods used in connection with the Business;
- (7) all rights of the Assignor under any agreement with any third party (insofar as it relates to the Business, but without including the End User Agreements) including, without limitation: (i) all of the rights of the Assignor (as assignee or the successor to the assignee) under agreements with resellers or distributors of or persons otherwise providing support for the products and services of the Business; (ii) all of the rights of the Assignor as tenant under any real property lease (the "Real Property Leases"), including, but not limited to, any rights with respect to security deposits of Assignor held by the landlord under any such Real Property Leases and by any utility company with respect to utilities used by the Assignor at the premises demised under any of the Real Property Leases; (iii) all of the rights of the Assignor under any agreement with Holbrook Systems, Inc.; and (iv) any and all rights of the Assignor under or with respect to any original equipment manufacturing or similar agreement;
- (8) all items of equipment, machinery, furniture or fixtures used in connection with the Business;

- (9) the rights of the Assignor under any equipment leases (the "*Equipment Leases*"), including, but not limited to, any rights with respect to security deposits of the Assignor held by the lessors under any such Equipment Leases;
- (10) copies of all books of account, records, files, invoices, customer lists, supplier lists, designs, drawings, business records and plans, computer print-outs and software, plans and specifications, warranties, trade correspondence, sales or promotional literature, operating data and other books and records related to the Business, including, without limitation, those required to be kept under applicable law, and other data or information associated with, used or employed in connection with the Business;
- (11) the right to receive mail and other communications regarding the Business (including, without limitation, mail and communications from End-Users, customers, suppliers, resellers, distributors and others);
- (12) all creative materials (including, without limitation, films, art work, color separations and the like), advertising and promotional materials and all other printed or written materials related to the Business, its products or services;
- (13) all claims, refunds, causes of action, choses in action, rights of recovery and rights of set-off of every kind and nature related to the Business;
- (14) subject to Section 1.7 of the Agreement, the names "Physician Computer Network", "PCN" and "Versyss" and all permutations thereof;
- (15) all other tangible or intangible, personal or mixed property of the Assignor used in connection with the Business;
- (16) all Excess Cash; and
- (17) all of the Assignor's right, title and interest in and to all of the Transferred Accounts.

TO HAVE AND TO HOLD all the assets above described to Assignee, its successors and assigns, for its and their use only, forever.

Assignee hereby agrees to assume and pay, perform and discharge, when due, the Assumed Liabilities, to the extent assumed by the Assignor pursuant to the Agreement.

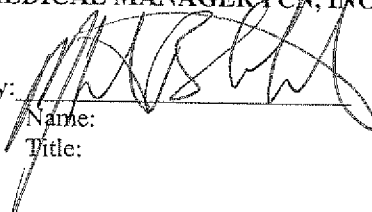
[Signatures Next Page]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their duly authorized representatives as of the date first above written.

MEDICAL MANAGER CORPORATION

By: _____
Name:
Title:

MEDICAL MANAGER PCN, INC.

By: 
Name:
Title:

MMHS/MMPCN – PCN Dealer Assets Acquired by MMHS

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of June ____, 2000 is made and entered into between MEDICAL MANAGER HEALTH SYSTEMS, INC., a Delaware corporation (the "Assignor"), and MEDICAL MANAGER PCN, INC., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of January 21, 2000 (the "*Direct 1 Agreement*") among the Assignor, Direct 1 Medical, Inc. ("*Direct 1*") and the shareholders of Direct 1 named therein, the Assignor (a) acquired the Purchased Assets (as defined in the Direct 1 Agreement; referred to herein as the "*Direct 1 Assets*"), (b) assumed the Assumed Liabilities (as defined in the Direct 1 Agreement; referred to herein as the "*Direct 1 Liabilities*") and (c) set aside and held the Held Back Shares (as defined in the Direct 1 Agreement; referred to herein as the "*Direct 1 Held Back Shares*");

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of March 9, 2000 (the "*Aztec Agreement*") among the Assignor, Aztec Financial, Inc. ("*Aztec*") and the shareholder of Aztec named therein, the Assignor (a) acquired the Purchased Assets (as defined in the Aztec Agreement; referred to herein as the "*Aztec Assets*"), (b) assumed the Assumed Liabilities (as defined in the Aztec Agreement; referred to herein as the "*Aztec Liabilities*") and (c) set aside and held the Held Back Shares (as defined in the Aztec Agreement; referred to herein as the "*Aztec Held Back Shares*");

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of March 31, 2000 (the "*MOMS Agreement*") among the Assignor, Medical Manager Southwest, Inc., Medical Office Management Solutions, Inc. ("*MOMS*") and the shareholders of MOMS named therein, the Assignor (a) acquired the Purchased Assets (as defined in the MOMS Agreement; referred to herein as the "*MOMS Assets*"), (b) assumed the Assumed Liabilities (as defined in the MOMS Agreement; referred to herein as the "*MOMS Liabilities*") and (c) set aside and held the Held Back Shares (as defined in the MOMS Agreement; referred to herein as the "*MOMS Held Back Shares*"); and

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of March 20, 2000 (the "*HCC Agreement*") among the Assignor, HCC Communications, Inc. ("*HCC*") and the shareholders of HCC named therein, the Assignor (a) acquired the Purchased Assets (as defined in the HCC Agreement; referred to herein as the "*HCC Assets*"), (b) assumed the Assumed Liabilities (as defined in the HCC Agreement; referred to herein as the "*HCC Liabilities*") and (c) set aside and held the Held Back Shares (as defined in the HCC Agreement; referred to herein as the "*HCC Held Back Shares*");

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of February 18, 2000 (the "*Midsouth Agreement*") among the Assignor, Versyss-Midsouth Business Systems, Inc. ("*Midsouth*") and the shareholders of Midsouth named therein, the Assignor (a) acquired the Purchased Assets (as defined in the Midsouth Agreement; referred to herein as the "*Midsouth Assets*"), (b) assumed the Assumed Liabilities (as defined in the Midsouth Agreement; referred to herein as the "*Midsouth Liabilities*") and (c) set aside and held the Held Back Shares (as defined in the Midsouth Agreement; referred to herein as the "*Midsouth Held Back Shares*"); and

WHEREAS, as used herein, (a) "*Purchase Agreements*" means the Direct 1 Agreement, the Aztec Agreement, the MOMS Agreement, the HCC Agreement and the Midsouth Agreement and (b)

"*Total Held Back Shares*" means the Direct 1 Held Back Shares, the Aztec Held Back Shares, the MOMS Held Back Shares, the HCC Held Back Shares and the Midsouth Held Back Shares.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Assignment of Assets and Rights.** Effective as of the date hereof, Assignor does hereby:
 - (i) contribute, assign, convey, transfer, deliver and set over to Assignee all of the Direct 1 Assets, the Aztec Assets, the MOMS Assets, the HCC Assets and the Midsouth Assets, in each case to the extent acquired by the Assignor pursuant to any of the Purchase Agreements; and
 - (ii) contribute and assign to Assignee all of the Assignor's right, title and interest to, and under, each of the Purchase Agreements (including, without limitation, the rights of the Assignor to hold and apply the Total Held Back Shares in accordance with the Purchase Agreements).

To have and to hold all the assets and rights above described to Assignee, its successors and assigns, for its and their use only, forever.

2. **Assumption of Liabilities.** Assignee hereby agrees to assume and pay, perform and discharge, when due, the Direct 1 Liabilities, the Aztec Liabilities, the MOMS Liabilities, the HCC Liabilities and the Midsouth Liabilities, in each case to the extent assumed by the Assignor pursuant to any of the Purchase Agreements.


[Signatures Next Page]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their duly authorized representatives as of the date first above written.

MEDICAL MANAGER HEALTH SYSTEMS, INC.

By: _____
Name:
Title:

MEDICAL MANAGER PCN, INC.

By:  _____
Name:
Title:

MMW/MMHS – SCINET Dividend

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of June ____, 2000 is made and entered into between MEDICAL MANAGER WEST, INC., a Delaware corporation (the "Assignor"), and MEDICAL MANAGER HEALTH SYSTEMS, INC., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of March 1, 2000 (the "Agreement"; defined terms being used herein as therein defined unless otherwise defined herein) among the Assignor, SCINET, Inc. ("SCINET") and the shareholders of SCINET named therein, the Assignor acquired the Purchased Assets, assumed the Assumed Liabilities and set aside and held the Held Back Shares;

WHEREAS, pursuant to the Asset Sale Agreement dated as of March 1, 2000 (the "EDI Sale Agreement") between Assignor and CareInsite, Inc., a Delaware corporation ("CARI"), (a) Assignor sold the Assets (as defined in the EDI Sale Agreement; referred to herein as the "SCINET EDI Assets") and Assignor's non-exclusive right, title and interest in the Agreement as it relates to the SCINET EDI Assets (the "EDI Contract Rights") to CARI and (b) CARI assumed any and all debts, liabilities and obligations assumed by Assignor pursuant to Section 1.5 of the Agreement arising out of or relating to the SCINET EDI Assets (collectively, the "SCINET EDI Liabilities"); and

WHEREAS, the Board of Directors of the Assignor has declared a dividend payable to the Assignee, as the sole stockholder of the Assignor, which dividend is comprised of (a) the Purchased Assets, to the extent acquired by the Assignor pursuant to the Agreement, except for the SCINET EDI Assets and (b) all of the Assignor's rights under the Agreement (including, without limitation, the rights of the Assignor to hold and apply the Held Back Shares in accordance with the Agreement), except for the EDI Contract Rights.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment of Assets and Rights. Effective as of the date hereof, Assignor does hereby:
 - (i) assign, convey, transfer, deliver and set over to the Assignee all of the Purchased Assets, to the extent acquired by the Assignor pursuant to the Agreement, except for the SCINET EDI Assets; and
 - (ii) assign to Assignee all of the Assignor's right, title and interest to, and under, the Agreement (including, without limitation, the rights of the Assignor to hold and apply the Held Back Shares in accordance with the Agreement), except for the EDI Contract Rights.

To have and to hold all the assets and rights above described to Assignee, its successors and assigns, for its and their use only, forever.

2. Assumption of Liabilities. Assignee hereby agrees to assume and pay, perform and discharge, when due, the Assumed Liabilities, to the extent assumed by the Assignor pursuant to the Agreement, except for the SCINET EDI Liabilities.

[Signatures Next Page]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their duly authorized representatives as of the date first above written.

MEDICAL MANAGER WEST, INC.

By: _____
Name:
Title:

MEDICAL MANAGER HEALTH SYSTEMS, INC.

By: _____
Name:
Title:

MMMW/MMHS – Delta Dividend

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of June ____, 2000 is made and entered into between MEDICAL MANAGER MIDWEST, INC., an Indiana corporation (the "Assignor"), and MEDICAL MANAGER HEALTH SYSTEMS, INC., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of March 14, 2000 (the "Agreement"; defined terms being used herein as therein defined) among the Assignor, Delta Computing Solutions, LLC ("Delta") and the shareholders of Delta named therein, the Assignor acquired the Purchased Assets, assumed the Assumed Liabilities and set aside and held the Held Back Amount; and

WHEREAS, the Board of Directors of the Assignor has declared a dividend payable to the Assignee, as the sole stockholder of the Assignor, which dividend is comprised of (a) the Purchased Assets, to the extent acquired by the Assignor pursuant to the Agreement, and (b) all of the Assignor's rights under the Agreement (including, without limitation, the rights of the Assignor to hold and apply the Held Back Amount in accordance with the Agreement).

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment of Assets and Rights. Effective as of the date hereof, Assignor does hereby:
 - (i) assign, convey, transfer, deliver and set over to the Assignee all of the Purchased Assets, to the extent acquired by the Assignor pursuant to the Agreement; and
 - (ii) assign to Assignee all of the Assignor's right, title and interest to, and under, the Agreement (including, without limitation, the rights of the Assignor to hold and apply the Held Back Amount in accordance with the Agreement).

To have and to hold all the assets and rights above described to Assignee, its successors and assigns, for its and their use only, forever.

2. Assumption of Liabilities. Assignee hereby agrees to assume and pay, perform and discharge, when due, the Assumed Liabilities, to the extent assumed by the Assignor pursuant to the Agreement.

[Signatures Next Page]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their duly authorized representatives as of the date first above written.

MEDICAL MANAGER MIDWEST, INC.

By: _____
Name:

Title:

MEDICAL MANAGER HEALTH SYSTEMS, INC.

By: _____
Name:
Title:

MMHS/MMPCN – PCN Dealer Assets Acquired by Regions

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of June ____, 2000 is made and entered into between MEDICAL MANAGER HEALTH SYSTEMS, INC., a Delaware corporation (the "Assignor"), and MEDICAL MANAGER PCN, INC., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of March 14, 2000 (the "*Delta Agreement*") among Medical Manager Midwest, Inc. ("*Midwest*"), Delta Computing Solutions, LLC ("*Delta*") and the shareholders of Delta named therein, Midwest acquired the Purchased Assets (as defined in the Delta Agreement; referred to herein as the "*Delta Assets*"), assumed the Assumed Liabilities (as defined in the Delta Agreement; referred to herein as the "*Delta Liabilities*") and set aside and held the Held Back Amount (as defined in the Delta Agreement);

WHEREAS, pursuant to the MMMW/MMHS – Delta Dividend Assignment and Assumption Agreement dated as of the date hereof (the "*Delta Assignment Agreement*"), (a) Midwest assigned to Assignor all of the Delta Assets, to the extent acquired by Midwest pursuant to the Delta Agreement, (b) Midwest assigned to Assignor all of Midwest's rights under the Delta Agreement (including, without limitation, the rights of Midwest to hold and apply the Held Back Amount in accordance with the Delta Agreement) and (c) Assignor agreed to assume and pay, perform and discharge, when due, the Delta Liabilities, to the extent assumed by Midwest pursuant to the Delta Agreement;

WHEREAS, pursuant to the Stock for Asset Purchase Agreement dated as of March 1, 2000 (the "*SCINET Agreement*") among Medical Manager West, Inc. ("*West*"), SCINET, Inc. ("*SCINET*") and the shareholders of SCINET named therein, West acquired the Purchased Assets (as defined in the SCINET Agreement; referred to herein as the "*SCINET Assets*"), assumed the Assumed Liabilities (as defined in the SCINET Agreement; referred to herein as the "*SCINET Liabilities*") and set aside and held the Held Back Shares (as defined in the SCINET Agreement);

WHEREAS, pursuant to the Asset Sale Agreement dated as of March 1, 2000 (the "*EDI Sale Agreement*") between West and CareInsite, Inc., a Delaware corporation ("*CARI*"), (a) West sold the Assets (as defined in the EDI Sale Agreement; referred to herein as the "*SCINET EDI Assets*") and West's non-exclusive right, title and interest in the SCINET Agreement as it relates to the SCINET EDI Assets (the "*EDI Contract Rights*") to CARI and (b) CARI assumed any and all debts, liabilities and obligations assumed by West pursuant to Section 1.5 of the SCINET Agreement arising out of or relating to the SCINET EDI Assets (collectively, the "*SCINET EDI Liabilities*"); and

WHEREAS, pursuant to the MMMW/MMHS – SCINET Dividend Assignment and Assumption Agreement dated as of the date hereof (the "*SCINET Assignment Agreement*"), (a) West assigned to Assignor all of the SCINET Assets, to the extent acquired by Midwest pursuant to the SCINET Agreement, except for the SCINET EDI Assets, (b) West assigned to Assignor all of West's rights under the SCINET Agreement (including, without limitation, the rights of West to hold and apply the Held Back Shares in accordance with the SCINET Agreement), except for the EDI Contract Rights and (c) Assignor agreed to assume and pay, perform and discharge, when due, the SCINET Liabilities, to the extent assumed by West pursuant to the SCINET Agreement, except for the SCINET EDI Liabilities.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Assignment of Assets and Rights.** Effective as of the date hereof, Assignor does hereby:
 - (i) contribute, assign, convey, transfer, deliver and set over to the Assignee all of the Delta Assets and the SCINET Assets, in each case to the extent acquired by the Assignor pursuant to the Delta Assignment Agreement or the SCINET Assignment Agreement, except for the SCINET EDI Assets; and
 - (ii) contribute and assign to Assignee all of the Assignor's right, title and interest to, and under, (a) the Delta Agreement (including, without limitation, the rights of the Assignor to hold and apply the Held Back Amount in accordance with the Delta Agreement) and (b) the SCINET Agreement (including, without limitation, the rights of the Assignor to hold and apply the Held Back Shares in accordance with the SCINET Agreement), except for the EDI Contract Rights.

To have and to hold all the assets and rights above described to Assignee, its successors and assigns, for its and their use only, forever.

2. **Assumption of Liabilities.** Assignee hereby agrees to assume and pay, perform and discharge, when due, the Delta Liabilities and the SCINET Liabilities, in each case to the extent assumed by the Assignor pursuant to the Delta Assignment Agreement or the SCINET Assignment Agreement, except for the SCINET EDI Liabilities.


[Signatures Next Page]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their duly authorized representatives as of the date first above written.

MEDICAL MANAGER HEALTH SYSTEMS, INC.

By: _____
Name:
Title:

MEDICAL MANAGER PCN, INC.

By:  _____
Name:
Title: