

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
Nightingale VantageMed Corporation	FORMERLY VantageMed Corporation	02/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Therapist Helper, Inc.		
Street Address:	3500 Highway Sunrise, Suite D-122		
City:	Great River		
State/Country:	NEW YORK		
Postal Code:	11739		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2607456	THERAPIST HELPER	
Registration Number:	3184722	MEDICAL HELPER	
CORRESPONDENCE DATA			
Fax Number:	(800)421-7503		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	tdonovan@ntst.com		
Correspondent Name:	Timothy Donovan, General Counsel		
Address Line 1:	3500 Sunrise Highway		
Address Line 4:	Great River, NEW YORK 11739		
ATTORNEY DOCKET NUMBER:	303845/0001		
NAME OF SUBMITTER:	Patrick J. Concannon, Atty for Assignee		
Signature:	/PJC/		
Date:	03/03/2008		

CH \$65.00 2607456

TRADEMARK

Total Attachments: 5

source=Trademark Assignment - Execution Version 2-29-08#page1.tif

source=Trademark Assignment - Execution Version 2-29-08#page2.tif

source=Trademark Assignment - Execution Version 2-29-08#page3.tif

source=Trademark Assignment - Execution Version 2-29-08#page4.tif

source=Trademark Assignment - Execution Version 2-29-08#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") dated as of February 29, 2008, is made by Nightingale VantageMed Corporation, a Delaware corporation with an address at 10670 White Rock Road, Suite 300, Rancho Cordova, CA 95670 ("Assignor"), in favor of Therapist Helper, Inc., a Delaware corporation with an address at 3500 Sunrise Highway, Suite D-122, Great River, NY 11739 ("Assignee"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule 1 attached hereto (hereinafter referred to as the "Marks") in interstate commerce;

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and the other parties named therein (the "Purchase Agreement"), Assignor has agreed to sell and transfer to Assignee the Marks; and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks along with the goodwill of the Business symbolized thereby, including all rights therein provided by international conventions and treaties, as well as any and all rights derived from use of the Marks, either by itself or by licensees, as well as the right to sue for past, present and future infringement thereof.

2. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts as may be necessary or desirable to record and perfect the interest of Assignee in and to the Marks, and shall not enter into any agreement in conflict with this Assignment. Assignee agrees to provide such information to Assignor and otherwise cooperate with Assignor as necessary to accept transfer of the Marks.

3. Amendment. This Assignment may not be amended, waived, discharged or terminated other than by a written instrument designated as an amendment and signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

4. Governing Law. This Assignment shall be governed by, construed and enforced in accordance with the internal Laws of the State of Delaware without reference to Delaware's choice of law rules.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

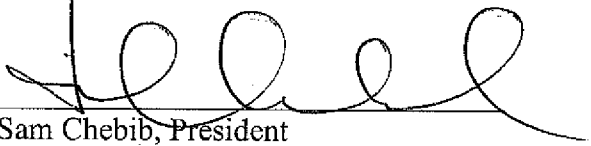
[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

NIGHTINGALE VANTAGEMED
CORPORATION

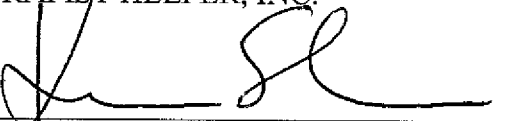
By:


Sam Chebib, President

ASSIGNEE:

THERAPIST HELPER, INC.

By:


Kevin Scalia, Executive Vice-President

[Signature Page to Trademark Assignment]

Schedule 1
Marks

Country	Serial No.	Filed	Reg. Date	Class	Mark	Reg. No.	Registrant/ Owner
US	76321413	4 Oct 2001	13 Aug 2002	009	THERAPIST HELPER	2607456	VantageMed Corp (DE)
US	78592117	22 Mar 2005	12 Dec 2006	009	MEDICAL HELPER	3184722	VantageMed Corp (DE)

Common Law Trademarks:

