

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/01/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fidelis Software, Inc.		02/29/2008	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

Name:	Brightree Inc.
Street Address:	2763 Meadow Church Road
Internal Address:	Suite 205
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30097
Entity Type:	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2760067	BRIGHTREE

**CORRESPONDENCE DATA**

Fax Number: (404)351-5281  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (404) 351-5280  
 Email: msiavage@siavagelaw.com  
 Correspondent Name: Michael R. Siavage, Esq.  
 Address Line 1: 1349 West Peachtree Street  
 Address Line 2: Suite 1220  
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	BRIGHTREE
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NAME OF SUBMITTER:	Michael R. Siavage
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OP \$40.00 2760067

Signature:

/mrs/

Date:

03/25/2008

Total Attachments: 1

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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into by and between **Fidelis Software, Inc.**, a Georgia corporation (the "Assignor"), and **Brightree Inc.**, a Georgia corporation (the "Assignee"), effective as of July 1, 2005 (the "Effective Date").

**Background.** The Assignor has assigned substantially all of its assets to the Assignee pursuant to that certain Assignment of Assets Agreement dated July 1, 2005 (the "Assets Agreement"). The Assignor wishes to confirm the assignment of certain trademark rights to the Assignee pursuant to the Assets Agreement, and the Assignor wishes to acknowledge the assignment of those rights. The parties acknowledge that this Agreement is executed pursuant to Section 7.2 of the Assets Agreement, and that no additional consideration is required to give effect to this Agreement.

Therefore, Assignor and Assignee covenant and agree as follows:


**1. Ownership of Trademark.** Assignor hereby assigns irrevocably and in perpetuity to the Assignee any and all right, title and interest the Assignor has in and to the trademark, trade name, and all other intellectual property rights associated with the mark "BRIGHTREE" (including the United States Patent and Trademark Office federal trademark registration No. 2760067 therefor), any and all common law rights in the foregoing, and all goodwill associated therewith (collectively, the "Mark"). By executing this assignment, the Assignor hereby waives and releases any and all rights that the Assignor may have in such Mark, and further acknowledges and agrees that the Assignor has no claims, nor will the Assignor assert any claims, against the Assignee, its affiliates, officers, directors, agents, employees, or attorneys with respect to the Mark or any use of the Mark. Additionally, the Assignor represents and warrants that it has not assigned or attempted to assign any rights in and to the Mark to any party other than the Assignee.

**2. Miscellaneous.** The Assets Agreement and this Agreement constitute the entire agreement between the Assignor and the Assignee with respect to the subject matter of this Agreement, and supersede any prior or contemporaneous agreements, communications or understandings, whether oral or written, between the Assignor and Assignee with respect to such subject matter. No amendment or waiver of this Agreement or any provision hereof shall be effective unless in a writing signed by each party hereto. This Agreement is entered into in, and shall be governed by and construed under the laws of, the State of Georgia, without giving effect to its conflicts of law principles.

**IN WITNESS WHEREOF**, the Assignor and the Assignee have executed and delivered this Agreement and intend to be bound on the Effective Date.


ASSIGNOR:

Fidelis Software, Inc.

By:   
William S. Elrod  
Chief Executive Officer

ASSIGNEE:

Brightree Inc

By:   
David A. Cormack  
President and Chief Executive Officer