## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Finova Capital Corporation		04/20/2010	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	AMICAS, Inc. f/k/a Infocure Corporation		
Street Address:	20 Guest Street		
Internal Address:	Suite 400		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02135		
Entity Type:	Corporate Entity: DELAWARE		

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2773851	VITALWORKS
Registration Number:	1414772	PAR
Registration Number:	2747746	VITALWORKS
Registration Number:	2737507	WHERE DOCTORS GET CONNECTED

#### **CORRESPONDENCE DATA**

Fax Number: (312)984-7700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-372-2000

Email: chicago\_ip\_docket@mwe.com, jmikulina@mwe.com,

kwalsh@mwe.com
Correspondent Name:

Address Line 1:

kwalsh@mwe.com

Jennifer Mikulina

227 W. Monroe Street

Address Line 2: Suite 4400

Address Line 4: Chicago, ILLINOIS 60606-5096

ATTORNEY DOCKET NUMBER: 082984-0030 TRADEMARK

900160141 REEL: 004189 FRAME: 0695

2773851

NAME OF SUBMITTER:	Jennifer M. Mikulina	
Signature:	/Jennifer M. Mikulina/	
Date:	04/21/2010	
Total Attachments: 5 source=AMICAS Declaration - Finova TM#page1.tif source=AMICAS Declaration - Finova TM#page2.tif source=AMICAS Declaration - Finova TM#page3.tif source=AMICAS Declaration - Finova TM#page4.tif source=AMICAS Declaration - Finova TM#page5.tif		

TRADEMARK REEL: 004189 FRAME: 0696

### **DECLARATION**

- I, Craig Newfield, being duly sworn, depose and say:
- 1. I am, and have been, since March 23, 2009, the Vice President, General Counsel, and Secretary of AMICAS, Inc. ("AMICAS").
- 2. Pursuant to (a) a Trademark Security Agreement dated March 5, 2001, ("Infocure Security Agreement"), by and between Infocure Corporation, a Delaware corporation ("Infocure") and Finova Capital Corporation ("Secured Party"), and in connection with a Loan Agreement by and among Infocure, InfoCure Systems, Inc., a Georgia corporation ("ISI"), Thoroughbred Acquisition, Inc., a Georgia corporation ("Thoroughbred" and together with Infocure and ISI, the "Borrowers"), and Secured Party dated August 11, 1999 ("Loan Agreement"), (b) a Trademark Security Agreement dated October 23, 1998 (the "1998 Thoroughbred Security Agreement"), by and between Thoroughbred and Secured Party, in connection with certain debt obligations of Thoroughbred to the Secured Party, and (c) a Trademark Security Agreement dated March 5, 2001 by and between Thoroughbred and the Secured Party (the "2001 Thoroughbred Security Agreement" and together with the Infocure Security Agreement and the 1998 Thoroughbred Security Agreement, the "Trademark Security Agreements"), Infocure and Thoroughbred (collectively, the "Debtors") granted Secured Party a security interest in certain collateral, including the United States trademark registrations and applications set forth on the attached Exhibit A (the "Trademarks").
- 3. AMICAS is successor to Thoroughbred's rights in the Trademarks pursuant to the following: (i) a merger between SDM Acquisition, Inc., Thoroughbred, VitalWorks.com and InfoCure on July 27, 2001; and (ii) InfoCure, as the surviving entity of the merger, amending its corporate name to Vitalworks in Delaware on that same day.

CHI99 5240945-3.082984.0030

K&E 16273185.2

TRADEMARK REEL: 004189 FRAME: 0697 4. AMICAS is successor to Infocure's rights in the Trademarks pursuant to the following: (i) On or about July 7, 2001, Infocure changed its name to Vitalworks Inc. ("<u>Vitalworks</u>"); and (ii) Vitalworks merged into AMICAS pursuant to a Merger Agreement between Vitalworks and AMICAS dated November 25, 2003.

5. On or about November 9, 1998, the 1998 Thoroughbred Security Agreement was recorded against certain of the Trademarks in the United Stated Patent and Trademark Officer (the "<u>USPTO</u>").

6. On or about May 11, 2001, the 2001 Thoroughbred Security Agreement and the Infocure Security Agreement ware recorded against certain of the Trademarks in the USPTO.

7. In connection with the entry by the Borrowers into the Loan Agreement and other debt obligations, certain Uniform Commercial Code Financing Statements in favor of Secured Party were filed with the Secretary of State of the State of Georgia ("Financing Statements").

8. On or about March 8, 2002, the Secured Party notified the Borrowers by way of a payoff letter ("Payoff Letter"), that the security interest in all collateral (including, without limitation, the Trademarks) would be automatically and unconditionally released upon receipt of certain Payment Amount (as defined in the Payoff Letter).

9. The Payoff Amount was received by Secured Party as evidenced by a subsequent letter from the Secured Party dated August 23, 2004, authorizing releases be filed in connection with the Financing Statements and referencing payment of the Borrowers' obligations to the Secured Party.

CHI99 5240945-3.082984.0030

2

- 10. The Secured Party can no longer be reached to execute a release to the Trademark Security Agreements because the Secured Party was formally dissolved as described in the Secured Party's Form 10-Q as of November 17, 2009, the date its Certificate of Dissolution was recorded with the Delaware Secretary of State.
- 11. I believe in good faith and following investigation that Debtors have no further obligations to Secured Party or any of its assignees pursuant to the Trademark Security Agreements, Loan Agreement or otherwise.
- 12. The facts set forth above are true and correct to the best of my knowledge, information and belief.
- 13. I hereby respectfully request the USPTO record this Declaration as a release of the security interest previously filed in favor of Secured Party recorded against the Trademarks.

\* \* \* \* \*

- 6

CHI99 5240945-3.082984.0030

3

and correct. Executed on this <u>and</u> day of April	l, 2010 unde	er the laws of the	
Commonwealth of Massachusetts.		0 /	
	Ву:	123/4 / 1	
	Name:	Craig Newfield	1.0
	Title:	Vice President, Gener Secretary	al Counsel &
I, Barry S. Goldberg, Notary Public here	eby declare	that I was personally	present
and did see Craig Newfield, who is personally ki	nown to me	to be the person name	d in the
above affidavit duly sign and execute the same	e. IN TES	TIMONY WHEREOF	I have
hereunto subscribed my name and affixed my of			
·	inolal Scal	at boston, im t on and	
day of April, 2010.			
	Nota	ry Public	
		On this 20 th day of APC    me, the understand notary public,  CRETT NEWFILE	20 before
		proved to me through satisfactory evid	Annual Sandrick of the Washington Street,
		Neurons is address on and buscagued on his	
		acknowledged to me that he/she signed it purpose.	volunijanily for its stated
		BARRY S. GOLDSERG, Notary Publi	
		My Commission Expires July 2, 2010	

4

I hereby declare under the pains and penalties of perjury that the foregoing is true

K&E 16273185.2

# Exhibit A

Owner of Record	Application Number	Registration Number	Trademark	Country	Registration Date	Filing Date	Status
AMICAS, Inc.	76/031,877	2,773,851	VITALWORKS	US	14-Oct-03	21-Apr-00	Registered
AMICAS, Inc.	73/534,750	1,414,772	PAR	US	28-Oct-86	29-Apr-85	Registered
AMICAS, Inc.	76/032,063	2,747,746	VITALWORKS and Design	US	05-Aug-03	21-Apr-00	Cancelled
AMICAS, Inc.	76/102,332	2,737,507	WHERE DOCTORS GET CONNECTED	US	15-Jul-03	03-Aug-00	Cancelled

TRADEMARK
REEL: 004189 FRAME: 0701

**RECORDED: 04/21/2010** 

K&E 16273185.2