

TRADEMARK ASSIGNMENT

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
Comerica Bank		02/29/2008	Banking Corporation: MICHIGAN
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3184722	MEDICAL HELPER	
CORRESPONDENCE DATA			
Fax Number:	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-353-6834		
Email:	clondon@eapdlaw.com		
Correspondent Name:	Edwards Angell Palmer & Dodge LLP		
Address Line 1:	301 Tresser Boulevard		
Address Line 2:	Paralegal Christina London		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	308449-01 CML		
NAME OF SUBMITTER:	Christina London		
Signature:	/christina london/		

CH \$40.00 3184722

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**TRADEMARK
 REEL: 004223 FRAME: 0452**

Date:

06/11/2010

Total Attachments: 3

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NOTICE AND CONSENT

TO: COMERICA BANK (the "Lender")

**FROM: NIGHTINGALE INFORMATIX CORPORATION ("Nightingale"),
and NIGHTINGALE VANTAGEMED CORPORATION
("VantageMed", and together with Nightingale collectively, the
"Corporations")**

**RE: Loan Agreement made as of April 19, 2007 among the Lender, the
Corporations, Nightingale Healthenet Corporation and Nightingale
Healthenet Canada Corporation (as amended, the "Loan
Agreement")**

Pursuant to the Loan Agreement and all security issued by the Corporations in relation thereto including, without limitation, the security agreement dated April 19, 2007 (the "**Security Agreement**") granted by VantageMed in favour of the Lender, the Corporations hereby provide you with written notice that the Corporations, as vendors, wish to enter into an asset purchase agreement (the "**Purchase Agreement**") with Netsmart Technologies, Inc., a Delaware corporation, and Therapist Helper, Inc., a Delaware corporation (the "**Purchaser**"), as purchaser, to facilitate the sale of those certain assets of VantageMed identified as "**Purchased Assets**" in the Purchase Agreement (the "**Purchased Assets**"), to the Purchaser. A draft copy of the Purchase Agreement is delivered to your attention concurrently with this notice.

Please indicate your consent to the sale of the Purchased Assets by executing this Notice and Consent and returning it to the Corporations.

Capitalized terms used herein and not otherwise defined in this Notice and Consent shall have the meanings given to them in the Loan Agreement.

This Notice and Consent may be executed in counterparts and by facsimile or other means of electronic transmission, each of which shall be deemed to be an original and all of which when taken together, shall constitute one and the same instrument.


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This Notice and Consent is dated this 29th day of February, 2008.

**NIGHTINGALE INFORMATIX
CORPORATION**

Per: 
Authorized Signing Officer

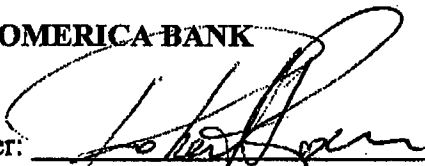
**NIGHTINGALE VANTAGEMED
CORPORATION**

Per: 
Authorized Signing Officer

The Lender hereby acknowledges receipt of this Notice and Consent regarding the sale of the Purchased Assets by VantageMed to the Purchaser and hereby (i) consents and agrees to the sale of the Purchased Assets in accordance with the terms and conditions of the Purchase Agreement, (ii) upon payment of the Purchase Price by the Purchaser in accordance with Article 8 of the Purchase Agreement, terminates and releases all security interests, mortgages, assignment of trademarks and liens in and to the Purchased Assets and (iii) consents and agrees to all or part of the Purchase Price being used to prepay amounts (A) owing by Nightingale to WF Fund III Limited Partnership, carrying on business as Wellington Financial LP, under and pursuant to the Series "A" Secured Debenture dated as of April 19, 2007, as amended, and (B) owing by Nightingale to Export Development Corporation under and pursuant to the Series "B" Secured Debenture dated as of April 19, 2007, as amended.

DATED the 29th day of February, 2008.

COMERICA BANK

Per: 
Authorized Signing Officer

The undersigned covenant and agree that, other than in accordance with this Notice and Consent, the proceeds from the sale of the Purchased Assets pursuant to Purchase Agreement (i) shall not be distributed to any third party (other than to and amongst the undersigned or in the normal course of business) without the consent of the Lender and (ii) shall be utilized by the Corporations only in the normal course of business or in a manner approved by the Lender. Any failure by the Corporations to comply with the foregoing shall constitute an Event of Default under the Loan Agreement. This Notice and Consent shall constitute a Loan Document for purposes of the Loan Agreement.

DATED the 29th day of February, 2008.

**NIGHTINGALE INFORMATIX
CORPORATION**

Per: 
Authorized Signing Officer

**NIGHTINGALE VANTAGEMED
CORPORATION**

Per: 
Authorized Signing Officer

**NIGHTINGALE HEALTNET CANADA
CORPORATION**

Per: 
Authorized Signing Officer

**NIGHTINGALE HEALTNET
CORPORATION**

Per: 
Authorized Signing Officer