

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
WF FUND III LIMITED PARTNERSHIP		02/29/2008	LIMITED PARTNERSHIP: CANADA
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:	3084490-1 CML		
NAME OF SUBMITTER:	Christina London		
Signature:	/christina london/		

CH \$40.00 3184722

900164446

**TRADEMARK
 REEL: 004223 FRAME: 0532**

Date:

06/11/2010

Total Attachments: 4

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NOTICE AND CONSENT

**TO: WF FUND III LIMITED PARTNERSHIP c/o/b as Wellington
Financial LP ("Wellington")**

**AND TO: EXPORT DEVELOPMENT CANADA ("EDC", and collectively with
Wellington, the "Lenders")**

**FROM: NIGHTINGALE INFORMATIX CORPORATION ("Nightingale"),
and NIGHTINGALE VANTAGEMED CORPORATION
("VantageMed")**

**RE: Series A and Series B Secured Debentures each in the aggregate
principal amount of CDNS\$6,000,000 dated April 19, 2007 issued by
Nightingale to Wellington and EDC, respectively (collectively, the
"Debentures")**

Pursuant to the Debentures and all security issued by Nightingale and VantageMed (collectively, the "**Corporations**") in relation thereto, including, without limitation, the general security agreements (collectively, the "**Security Agreements**") dated April 19, 2007 granted by VantageMed in favour of each of the Lenders, each of the Corporations hereby provide you with written notice that the Corporations, as vendors, wish to enter into an asset purchase agreement (the "**Purchase Agreement**") dated February 29, 2008 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 has been delivered to each of the Lenders 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.

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 29~~th~~ day of February, 2008.

**NIGHTINGALE INFORMATIX
CORPORATION**

Per: _____

Sam Chebib, President

**NIGHTINGALE VANTAGEMED
CORPORATION**

Per: _____

Sam Chebib, President

Each of the undersigned hereby acknowledges receipt of this Notice and Consent of the proposed sale of the Purchased Assets by the Corporations to the Purchaser and each of the undersigned hereby (i) consents and agrees to the sale of the Purchased Assets in accordance with the terms and conditions of the Purchase Agreement and (ii) upon payment of the Purchase Price by the Purchaser in accordance with Article 8 of the Purchase Agreement, forever terminates and releases all security interests, mortgages, assignment of trademarks and liens in and to the Purchased Assets.

**WF FUND III LIMITED PARTNERSHIP, c/o/b
as Wellington Financial LP and Wellington
Financial Fund III by it general partner, GP WF
FUND III LIMITED PARTNERSHIP, by its
general partner 2089368 ONTARIO LIMITED**

Per: _____

Authorized Signing Officer

EXPORT DEVELOPMENT CANADA

Per: _____

Authorized Signing Officer

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

**NIGHTINGALE INFORMATIX
CORPORATION**

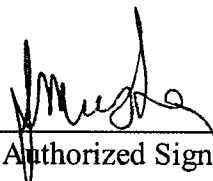
Per: _____
Authorized Signing Officer

**NIGHTINGALE VANTAGEMED
CORPORATION**

Per: _____
Authorized Signing Officer

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Per:  _____
Authorized Signing Officer

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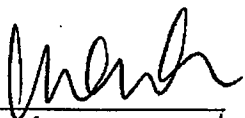
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Financial Fund III by its general partner, GP WF
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Per: _____
Authorized Signing Officer

EXPORT DEVELOPMENT CANADA

Per:  _____
Authorized Signing Officer
Stephen Wilhelm
Lead Investment Manager


Caroline Sohn
Investment Manager