

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Export Development Canada		07/29/2010	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nightingale Informatix Corporation		
<b>Street Address:</b>	3762 Fourteenth Avenue, Ground Floor		
<b>City:</b>	Markham		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L3R 0G7		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77147543	ONE PATIENT ONE RECORD	
<b>Serial Number:</b>	77147557	VHR	
<b>Serial Number:</b>	77147572	VIRTUAL HEALTH RECORD	
<b>Serial Number:</b>	77037218	NIGHTINGALE	
<b>Registration Number:</b>	2082591	ENTITY	
<b>Registration Number:</b>	3200521	HEALTH E FAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)241-0816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216.622.8200		
<b>Email:</b>	ipdocket@calfee.com		
<b>Correspondent Name:</b>	Calfee, Halter & Griswold LLP		
<b>Address Line 1:</b>	800 Superior Avenue		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-2688		

CH \$165.00 77147543

ATTORNEY DOCKET NUMBER:	34456/04000
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Sandi L. Colello
Signature:	/sandi l. colello/
Date:	08/24/2010
<p>Total Attachments: 9</p> <p>source=00890282#page1.tif</p> <p>source=00890282#page2.tif</p> <p>source=00890282#page3.tif</p> <p>source=00890282#page4.tif</p> <p>source=00890282#page5.tif</p> <p>source=00890282#page6.tif</p> <p>source=00890282#page7.tif</p> <p>source=00890282#page8.tif</p> <p>source=00890282#page9.tif</p>	

**PAY-OUT LETTER**

**To: Comerica Bank ("Comerica")  
McMillan LLP  
Cassels Brock & Blackwell LLP**

**Date: July 29, 2010**

**Re: Nightingale Informatix Corporation (the "Borrower")  
Nightingale Healthenet Canada Corporation ("Healthenet")  
Nightingale VantageMed Corporation ("VantageMed")  
Nightingale Healthenet Corporation ("Healthenet US")**

(collectively, the "Loan Parties")

Gentlemen:

The undersigned understands that, pursuant to certain loan and security documents between, *inter alia*, Comerica and the Borrower, Comerica will make secured loans and advances to the Borrower (the "**New Financing Arrangement**"). It is the understanding of the undersigned that a portion of the proceeds of the New Financing Arrangement will be used to repay the undersigned, in cash, the full amount of the outstanding balance of loans and advances and all other amounts owing by the Loan Parties to the undersigned under its existing secured financing arrangement with the Loan Parties (the "**Payout Amount**").

The Payout Amount, which amounts to \$2,651,591.61 should be provided, in immediately available funds, no later than 4 P.M. on July 29, 2010 (the "**Payout Date**") by wire transfer as follows:

Name of Bank: Royal Bank of Canada, 90 Sparks St., Ottawa, ON K1P 5T6  
Transit #: 00006  
Account Name: Export Development Canada  
Account #: 1070481  
Swift #: ROYCCAT2  
Bank Code #: 003

For each day after the Payout Date that the Payout Amount is not received by the undersigned, the Borrower shall pay the undersigned interest in the amount of \$916.95 (the "**Per Diem Amount**"). The Payout Amount together with the Per Diem Amount (if applicable) are collectively referred to as the "**Total Payout Amount**".

Upon receipt of the Total Payout Amount, it is hereby agreed and confirmed by the undersigned that:

1. All indebtedness owing to the undersigned by the Loan Parties will be repaid in full and the existing secured financing arrangement and any loan and security documents executed and delivered by the Borrower and the other Loan Parties in connection therewith, but, for greater certainty, specifically excluding any special purchase warrants, common share purchase warrants or common shares issued on the exercise thereof, shall be terminated (including any right of the Borrower or any


other Loan Party to obtain any loans or advances thereunder); provided, however, for greater certainty, the undersigned together with the Loan Parties understand, acknowledge and agree that all obligations, indemnities and other provisions of such loan and security documents that are intended to survive shall not be discharged, released or terminated upon receipt y the undersigned of the Total Payout Amount;

2. The undersigned releases, and discharges, any and all liens, mortgages or charges upon, and security interests in, any collateral held for the indebtedness of the Borrower and the other Loan Parties (including any interest that the undersigned may have in any insurance policy or proceeds thereof), directly or by guarantee, from any Loan Party or others, including under the existing secured financing arrangement (the "Security"), and further confirms that upon such receipt of the Total Payout Amount, the undersigned shall not have a claim as to a lien, mortgage or charge upon, or security interests in, the assets or property of any Loan Party, or any guarantor's assets or property, all of which will hereby be fully released;
3. The undersigned hereby agrees to promptly execute and deliver to Comerica, at the expense of, and for the account of, the Borrower any and all appropriate terminations and discharges of financing statements and/or other releases to evidence the release of all such liens, mortgages and charges and security interests;
4. Upon receipt by the undersigned of the Total Payout Amount, the undersigned hereby authorizes the law firms of Cassels Brock & Blackwell LLP and McMillan LLP or any agent appointed by them, to register any and all financing statements, financing change statements, discharges and/or terminations to release and discharge all of the Security to release and discharge the registrations, mortgages and other instruments set out in Schedule "A" hereto; and
5. The undersigned hereby confirms and agrees that, from time to time hereafter, upon reasonable request, and at the expense of the Borrower, it will execute and deliver such additional lien, mortgage and charge releases as may be necessary to effectively terminate any and all of our liens, mortgages, charges and/or security interests on the assets and properties of any Loan Party and any guarantors, on any public record.

The Loan Parties have signed below to confirm its authorization and instructions to (a) pay the Total Payout Amount to us, (b) terminate the existing secured financing arrangement and any documents related thereto, and (c) to charge its loan account under the New Financing Arrangement with all amounts paid to the undersigned hereunder, in accordance herewith.

Very truly yours,

**EXPORT DEVELOPMENT CANADA**

By:   
Title: Authorized Signing Officer

By:   
Title: Authorized Signing Officer

Confirmed:

**NIGHTINGALE INFORMATIX CORPORATION**

Per: \_\_\_\_\_  
Title: Authorized Signing Officer

**NIGHTINGALE HEALTHENET CANADA CORPORATION**

Per: \_\_\_\_\_  
Title: Authorized Signing Officer

**NIGHTINGALE VANTAGEMED CORPORATION**

Per: \_\_\_\_\_  
Title: Authorized Signing Officer

**NIGHTINGALE HEALTHENET CORPORATION**

Per: \_\_\_\_\_  
Title: Authorized Signing Officer

The Loan Parties have signed below to confirm its authorization and instructions to (a) pay the Total Payout Amount to us, (b) terminate the existing secured financing arrangement and any documents related thereto, and (c) to charge its loan account under the New Financing Arrangement with all amounts paid to the undersigned hereunder, in accordance herewith.

Very truly yours,

**EXPORT DEVELOPMENT CANADA**

By: \_\_\_\_\_  
Title: Authorized Signing Officer

By: \_\_\_\_\_  
Title: Authorized Signing Officer

Confirmed:

**NIGHTINGALE INFORMATIX CORPORATION**

Per:   
Title: Authorized Signing Officer

**NIGHTINGALE HEALTHENET CANADA CORPORATION**

Per:   
Title: Authorized Signing Officer

**NIGHTINGALE VANTAGEMED CORPORATION**

Per:   
Title: Authorized Signing Officer

**NIGHTINGALE HEALTHENET CORPORATION**

Per:   
Title: Authorized Signing Officer

Schedule "A"

*Personal Property Security Act (Ontario)*

1. Reference File No: 633095964

*Personal Property Security Act (Nova Scotia)*

1. File No: NS2272 - new  
Registration No: 12110573

*Uniform Commercial Code (Delaware)*

1. Registration No: 2007 1463065
2. Registration No: 2007 1463339

*US Trade-marks and Patents*

See attached.

*Canadian Trade-marks*

Trade-Mark	Application No.	Registration No.	Security Agreement
MYNIGHTINGALE	1140708	TMA641863	Export Development Canada April 19, 2007
NIGHTINGALE INFORMATIX	1140704	TMA642211	Export Development Canada April 19, 2007
ONE CLICK TO HEALTHCARE	1140705	TMA641498	Export Development Canada April 19, 2007
NIGHTINGALE & Design	1140710	TMA641203	Export Development Canada April 19, 2007

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04/19/2007  
 900074869

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NIGHTINGALE INFORMATIX CORPORATION		04/19/2007	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	EXPORT DEVELOPMENT CANADA
Street Address:	151 O'Connor Street
City:	Ottawa, Ontario
State/Country:	CANADA
Postal Code:	K1A 1K3
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2082591	ENTITY
Registration Number:	3200521	HEALTH E FAX
Serial Number:	77147543	ONE PATIENT ONE RECORD
Serial Number:	77147557	VHR
Serial Number:	77147572	VIRTUAL HEALTH RECORD
Serial Number:	77037218	NIGHTINGALE

CORRESPONDENCE DATA

Fax Number: (716)849-0349  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (716) 856-4000  
 Email: ksuzan@hodgsonruss.com  
 Correspondent Name: Kenneth D. Suzan  
 Address Line 1: Hodgson Russ LLP  
 Address Line 2: 140 Pearl Street, Suite 100  
 Address Line 4: Buffalo, NEW YORK 14202

CH 2082591 2082591



0:KENNETH D. SUZAN . COMPANY:HODGSON RUSS LLP

ATTORNEY DOCKET NUMBER:	049119.00000
DOMESTIC REPRESENTATIVE	
Name:	Kenneth D. Suzan
Address Line 1:	Hodgson Russ LLP
Address Line 2:	140 Pearl Street, Suite 100
Address Line 4:	Buffalo, NEW YORK 14202
NAME OF SUBMITTER:	Kenneth D. Suzan
Signature:	/Kenneth D. Suzan/
Date:	04/19/2007
Total Attachments: 6 source=nightingale export#page1.tif source=nightingale export#page2.tif source=nightingale export#page3.tif source=nightingale export#page4.tif source=nightingale export#page5.tif source=nightingale export#page6.tif	