

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

CH \$165.00 77147543

TRADEMARK

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
Total Attachments: 9 source=00890289#page1.tif source=00890289#page2.tif source=00890289#page3.tif source=00890289#page4.tif source=00890289#page5.tif source=00890289#page6.tif source=00890289#page7.tif source=00890289#page8.tif source=00890289#page9.tif	

PAY-OUT LETTER

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

Date: July 29, 2010

Re: **Nightingale Informatix Corporation (the "Borrower")**
Nightingale Healthnet Canada Corporation ("Healthnet")
Nightingale VantageMed Corporation ("VantageMed")
Nightingale Healthnet Corporation ("Healthnet 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 \$2,685,793.43 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: BMO Bank of Montreal, First Canadian Place, PO Box 3, B2 Level, Toronto ON
Transit #: 00022
Account Name: Wellington Financial Fund III Limited Partnership
Account #: 00021521868
Swift #: BOFMCAM2
Bank Code #: 0001

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

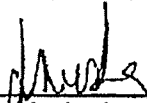
other Loan Party to obtain any loans or advances thereunder); provided, however, for greater certainty, the undersigned together with the Loan Parties understand, acknowledge and agree that all obligations, indemnities and other provisions of such loan and security documents that are intended to survive 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,

WF FUND III LIMITED PARTNERSHIP,
carrying on business as **WELLINGTON**
FINANCIAL LP

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

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Very truly yours,

WF FUND III LIMITED PARTNERSHIP,
carrying on business as **WELLINGTON**
FINANCIAL LP

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: 633095955

Personal Property Security Act (Nova Scotia)

1. File No: NS2272 - new
Registration No: 12110557

Uniform Commercial Code (Delaware)

1. Registration No: 2007 1463164
2. Registration No: 2007 1463719

US Trade-marks and Patents

See attached.

Canadian Trade-marks

Trade-Mark	Application No.	Registration No.	Security Agreement
MYNIGHTINGALE	1140708	TMA641863	WF Fund III Limited Partnership, carrying on business as Wellington Financial LP April 19, 2007
NIGHTINGALE INFORMATIX	1140704	TMA642211	WF Fund III Limited Partnership, carrying on business as Wellington Financial LP April 19, 2007
ONE CLICK TO HEALTHCARE	1140705	TMA641498	WF Fund III Limited Partnership, carrying on business as Wellington Financial LP April 19, 2007
NIGHTINGALE & Design	1140710	TMA641203	WF Fund III Limited Partnership, carrying on business as Wellington Financial LP April 19, 2007

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04/19/2007
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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:	WF FUND III LIMITED PARTNERSHIP
Doing Business As:	DBA WELLINGTON FINANCIAL LP
Street Address:	161 Bay Street, Suite 2520
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2S1
Entity Type:	LIMITED PARTNERSHIP: 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

CH 2082591 \$165.00

D:KENNETH D. SUZAN COMPANY:HODGSON RUSS LLP

Address Line 2: 140 Pearl Street, Suite 100	
Address Line 4: Buffalo, NEW YORK 14202	
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 wf#page1.tif source=nightingale wf#page2.tif source=nightingale wf#page3.tif source=nightingale wf#page4.tif source=nightingale wf#page5.tif source=nightingale wf#page6.tif	