

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM359647

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Comerica Bank		10/06/2015	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Nightingale Informatix Corporation
<b>Street Address:</b>	55 Renfrew Drive, Suite 200
<b>City:</b>	Markham
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L3R 8H3
<b>Entity Type:</b>	CORPORATION: CANADA
<b>Name:</b>	<del>Nightingale Healthenet Canada Corporation</del>
<b>Street Address:</b>	<del>55 Renfrew Drive, Suite 200</del>
<b>City:</b>	<del>Markham</del>
<b>State/Country:</b>	<del>CANADA</del>
<b>Postal Code:</b>	<del>L3R 8H3</del>
<b>Entity Type:</b>	<del>CORPORATION: CANADA</del>
<b>Name:</b>	Nightingale Vantagemed Corporation
<b>Street Address:</b>	55 Renfrew Drive, Suite 200
<b>City:</b>	Markham
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L3R 8H3
<b>Entity Type:</b>	CORPORATION: CANADA
<b>Name:</b>	<del>Pulse Systems, Inc.</del>
<b>Street Address:</b>	<del>55 Renfrew Drive, Suite 200</del>
<b>City:</b>	<del>Markham</del>
<b>State/Country:</b>	<del>CANADA</del>
<b>Postal Code:</b>	<del>L3R 8H3</del>
<b>Entity Type:</b>	<del>CORPORATION: CANADA</del>

S.G.

S.G.

OP \$290.00 3407480

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3407480	VIRTUAL HEALTH RECORD 4199/0551

Property Type	Number	Word Mark
Registration Number:	3407479	VHR 4199/0551
Registration Number:	3412450	ONE PATIENT ONE RECORD 4199/0551
Registration Number:	3419129	NIGHTINGALE 3542/0956
Registration Number:	2082591	ENTITY 4199/0551
Registration Number:	2709538	SECURECONNECT 3542/0980
Registration Number:	2700585	SECURECONNECT 3542/0980
Registration Number:	2651943	NORTHERN HEALTH ANESTHESIA 3542/0980
Registration Number:	2654346	RIDGEMARK 3542/0980
Registration Number:	2582190	RIDGEMARK 3542/0980
Registration Number:	1996079	OPENINGS 4199/0927

**CORRESPONDENCE DATA**

Fax Number: 4168657048

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Email: sharon.groom@mcmillan.ca

Correspondent Name: McMillan LLP

Address Line 1: 181 Bay Street, Suite 4400

Address Line 4: Toronto, CANADA M5J 2T3

NAME OF SUBMITTER: Sharon Groom

SIGNATURE: /seg/

DATE SIGNED: 10/22/2015

**Total Attachments: 10**

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October 6, 2015

**TO: NIGHTINGALE INFORMATIX CORPORATION ("Borrower")  
NIGHTINGALE HEALTHENET CANADA CORPORATION  
("HealtheNet")  
NIGHTINGALE VANTAGEMED CORPORATION ("VantageMed")**

**AND TO: PULSE SYSTEMS, INC. ("Pulse")**

**RE: Loan Agreement made as of April 20, 2010 among Comerica Bank  
("Lender"), Borrower, HealtheNet and VantageMed (as amended, restated,  
amended and restated, supplemented or otherwise modified, the "Comerica  
Loan Agreement")**

Dear Sirs and Mesdames:

Reference is made to the Comerica Loan Agreement. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed to them in the Comerica Loan Agreement.

Lender has been advised that all outstanding indebtedness and liability of Borrower to Lender under or pursuant to the Comerica Loan Agreement and the other Loan Documents are to be paid out in full. Lender confirms that, as of October 6, 2015 (the "**Contemplated Payoff Date**"), the outstanding principal balance, interest and other sums due to Lender (collectively, the "**Outstanding Obligations**") pursuant to the Comerica Loan Agreement and the other Loan Documents (collectively, the "**Credit Documents**") are as follows<sup>1</sup>:

Aggregate C\$ outstanding principal balance of the Revolving Facility as of the Contemplated Payoff Date:	<b>C\$456,666.68</b>
Accrued and unpaid C\$ interest under the Revolving Facility as of the Contemplated Payoff Date:	<b>C\$591.16</b>
Other amounts: accrued unpaid legal costs as of the Contemplated Payoff Date (including taxes and disbursements)	<b>C\$18,000.00</b>
<b>Canadian Dollar TOTAL:</b>	<b>C\$475,257.84</b>

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<sup>1</sup> Excluding any Obligations arising as a result of the Continuing CAD Credit Cards and the Continuing US Credit Cards (as defined and described in this letter).

Aggregate US\$ outstanding principal balance of the Second Term Facility  
as of the Contemplated Payoff Date: **US\$364,583.19**

Accrued and unpaid US\$ interest under the Second Term Facility  
as of the Contemplated Payoff Date: **US\$531.68**

Aggregate US\$ outstanding principal balance of the Third Term Facility  
as of the Contemplated Payoff Date: **US\$444,444.32**

Accrued and unpaid US\$ interest under the Third Term Facility  
as of the Contemplated Payoff Date: **US\$648.15**

**US Dollar TOTAL: US\$810,207.34**

The Outstanding Obligations due to Lender from or on behalf of Borrower on the Contemplated Payoff Date as reflected above, being the sum of **C\$475,257.84 and US\$810,207.34**, plus additional per diem amounts of **C\$118.53** (in respect of the Revolving Facility), **US\$106.34** (in respect of the Second Term Facility) and **US\$129.63** (in respect of the Third Term Facility) (collectively, the “**Per Diem Amounts**”) for each additional day in the event that the payout does not occur by 2:00 pm on the Contemplated Payoff Date is hereinafter referred to as collectively, the “**Payoff Amount**”. For greater certainty, the Per Diem Amounts shall be added to the Payoff Amount at 2:00 pm each day commencing on the day following the Contemplated Payoff Date.

Effective upon receipt by Lender of (i) immediately available funds, by wire transfer or transfers in accordance with the instructions set forth below, in an amount equal to the Payoff Amount (including any Per Diem Amounts), (ii) **C\$35,000** to be held by Lender in deposit account number #095870 maintained by Lender for Borrower (the “**CAD Credit Card Cash Collateral**”) for purposes of reimbursement of all charges incurred under, and satisfying the other Obligations relating to, credit cards issued by Lender in favour of Borrower denominated in Canadian Dollars (the “**Continuing CAD Credit Cards**”) (and Lender hereby acknowledges that it is in receipt of the CAD Credit Card Cash Collateral), (iii) **US\$15,000** to be held by Lender in deposit account number #095781 maintained by Lender for Borrower (the “**US Credit Card Cash Collateral**”) for purposes of reimbursement of all charges incurred under, and satisfying the other Obligations relating to, credit cards issued by Lender in favour of Borrower denominated in US Dollars (the “**Continuing US Credit Cards**”) (and Lender hereby acknowledges that it is in receipt of the US Credit Card Cash Collateral), and (iv) a fully executed counterpart of this payout agreement signed by the Borrower (the time at which all of the conditions in the foregoing clauses (i), (ii), (iii) and (iv) shall first be satisfied is herein referred to as the “**Payoff Effective Time**”), without further action of the Borrower, Lender or any other person (subject to the paragraphs below with respect to the Continuing CAD Credit Cards and the Continuing US Credit Cards):

- (a) Lender hereby acknowledges and agrees that Borrower has repaid in full all of the Outstanding Obligations (including the Per Diem Amounts) of Borrower to Lender under the Comerica Loan Agreement and the other Loan Documents;
- (b) the Comerica Loan Agreement and the other Loan Documents are hereby cancelled, terminated and of no further force or effect and all manner of actions, causes of action, suits, demands, debts, dues, accounts, covenants, contracts, damages and any rights relating thereto, under or in connection with the Comerica Loan Agreement and the other Loan Documents shall be and be deemed to be irrevocably and forever discharged and released other than those which are expressly stated in any Loan Documents to survive the termination thereof;
- (c) Lender releases and forever discharges in full (without any further action by any person) Borrower, HealtheNet and VantageMed (collectively, the “**NGH Group**”) from any and all guarantees, security interests, assignments, mortgages, charges, pledges, liens, encumbrances and hypothecs held by or granted to Lender with respect to any indebtedness, obligations or liability to Lender pursuant to the Comerica Loan Agreement or the other Loan Documents (as to which Lender represents and warrants that Lender has not sold, assigned or encumbered or parted with possession of or granted any interest to or in favour of any person);
- (d) Lender specifically releases any interest it may have under any insurance policy assigned to it in connection with the Comerica Loan Agreement or the other Loan Documents; and
- (e) Borrower, HealtheNet and VantageMed hereby unconditionally and irrevocably fully and forever releases and discharges Lender, each of its subsidiaries and affiliates, and each of their respective shareholders, directors, officers, employees, successors and assigns from any and all known and unknown obligations, claims, demands, causes of action, actions, damages, judgments, costs, expenses, losses and liabilities, whether they exist at the present time or arise in the future of any nature and kind whatsoever, which are in any way relating to or arising from the Comerica Loan Agreement or the other Loan Documents.

Borrower hereby (i) pledges and grants to Lender a present and continuing security interest in the CAD Credit Card Cash Collateral as security for all obligations of Borrower related to the Continuing CAD Credit Cards, and (ii) agrees that Lender may apply the CAD Credit Card Cash Collateral to all such obligations.

Borrower hereby (i) pledges and grants to Lender a present and continuing security interest in the US Credit Card Cash Collateral as security for all obligations of Borrower related to the Continuing US Credit Cards, and (ii) agrees that Lender may apply the US Credit Card Cash Collateral to all such obligations.

Upon the Payoff Effective Time, Lender irrevocably and unconditionally authorizes and directs Borrower, Cassels Brock & Blackwell LLP, Foulston Siefkin LLP and

Osler, Hoskins & Harcourt LLP or any of their respective agents, to register financing change statements and termination statements to release and discharge the registrations (including any filing in favour of Lender at CIPO and USPTO) made in connection with the Comerica Loan Agreement and Loan Documents (including without limitation the registrations set out in Schedule "A" hereto) except for the Financing Statement (defined below), and to prepare, execute and register or cause to be prepared, executed and registered all such documents or instruments as may be required for the purpose of recording the releases and discharges described in the foregoing in any office in any jurisdiction. Lender acknowledges and confirms to and in favour of Borrower and Pulse that the financing statement registered under the *Personal Property Security Act* (Ontario) against Borrower as Reference File Number 634128201 (the "**Financing Statement**") perfects a security interest in favour of Lender only in the CAD Credit Card Cash Collateral, the US Credit Card Cash Collateral and any proceeds thereof and not in any other property of Borrower and that Lender will not rely on the Financing Statement to perfect any existing or future security interest, assignment, mortgage, charge, pledge, lien, encumbrance or other interest in any of the property or assets of Borrower other than the CAD Credit Card Cash Collateral, the US Credit Card Cash Collateral and any proceeds thereof. Lender will not assign or otherwise transfer its rights in or to the CAD Credit Card Cash Collateral or the US Credit Card Cash Collateral. Lender covenants and agrees that, upon the Payoff Effective Time, Lender will, and hereby irrevocably and unconditionally authorizes and directs any of Borrower, Cassels Brock & Vlackwell LLP, Osler, Hoskin & Harcourt LLP or any of their agents to, file a financing change statement, amending the Financing Statement to remove the following collateral classifications: inventory, equipment and motor vehicles, and to add the following collateral description: "The collateral is limited to (i) the amounts maintained in Account #095871 with Lender up to a maximum amount of US\$15,000, and (ii) the amounts maintained in Account #095870 with Lender up to a maximum amount of C\$35,000.". Lender further agrees to execute and deliver to Borrower such other termination statements, releases, discharges or other agreements, in form and substance satisfactory to Lender and at the sole expense of Borrower, as Borrower may reasonably request, in order to give effect to the intent of this letter.

Effective upon the receipt by Lender of the Payoff Amount, Lender agrees to return to the Borrower all original equity certificates pledged to Lender in connection with the Comerica Loan Agreement together with all originally signed stock transfer and powers of attorney delivered to Comerica, including but not limited to those set out in Schedule B to this payout letter.

Wiring instructions for the Payoff Amount are as follows:

Royal Bank of Canada  
180 Wellington Street West  
Toronto, Ontario M5J 1J1

Bank Number: 003  
SWIFT Code: ROYCCAT2  
Transit No. 07172  
Account No.: C\$-219-888-5  
US\$-407-666-7

Beneficiary: Comerica Bank Canada Branch  
Beneficiary Address: Suite 2210, South Tower  
Royal Bank Plaza  
200 Bay Street  
Toronto, Ontario M5J 2J2

Reference: **NIGHTINGALE INFORMATIX CORPORATION**

The provisions hereof shall enure to the benefit of the respective successors and assigns of the above addressees and shall be binding upon the successors and assigns of Lender.

This letter shall be governed by the laws of the Province of Ontario, and the laws of Canada applicable therein.

This letter may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement, and such counterparts may be delivered by the parties electronically.

Delivery of this letter by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

**[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]**

Very truly yours,

**COMERICA BANK**

By: Omair Ahmed  
Name: OMER AHMED  
Title: VP

Accepted and Agreed:

**NIGHTINGALE INFORMATIX  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**NIGHTINGALE HEALTNET CANADA  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**NIGHTINGALE VANTAGEMED  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:



## SCHEDULE "A"

### Personal Property Security Registrations

Jurisdiction	Debtor Name	Reference File Number / Registration Number
Nova Scotia	Nightingale Informatix Corporation	12271136
Ontario	Nightingale Healthenet Canada Corporation	634128192 - 20070410 0945 1590 2831
Quebec	Nightingale Informatix Corporation	12-0008759-0001
District of Columbia	Nightingale Informatix Corporation	2007054737
Delaware	Nightingale Healthenet Corporation	20071509974
Delaware	Vantagemed Corporation	20071510154

### Intellectual Property Registrations

#### Canadian Trademark Registrations

Trade-mark	Application No.	Registration No.	Filing Date
NIGHTINGALE & DESIGN	1140710	TMA641203	June 6, 2007
ONE CLICK TO HEALTHCARE	1140705	TMA641498	June 6, 2007
MYNIGHTINGALE	1140708	TMA641863	June 6, 2007
NIGHTINGALE INFORMATIX	1140704	TMA642211	June 6, 2007
NIGHTINGALE & DESIGN	1140710	TMA392648	June 3, 2010
ONE CLICK TO HEALTHCARE	1140705	TMA641498	June 3, 2010
MYNIGHTINGALE	1140708	TMA641863	June 3, 2010
NIGHTINGALE INFORMATIX	1140704	TMA642211	June 3, 2010
ONE PATIENT ONE RECORD	1342208	TMA713309	June 3, 2010

#### United States Trademark Registrations

Trade-mark	Application No.	Registration No.	Filing Date
NIGHTINGALE	77037218	N/A	May 15, 2007
HEALTH E MAIL	78608939	N/A	May 15, 2007
HEALTH E FAX	78608967	N/A	May 15, 2007
HEALTH E NET INC.	78608905	N/A	May 15, 2007
MEDICAL HELPER	78592117	3184722	May 15, 2007
SECURECONNECT	78140461	2709538	May 15, 2007
DENTALMATE	78138354	2700587	May 15, 2007
MEDICAL ABC	78138347	2724259	May 15, 2007
SECURECONNECT	78138350	2700585	May 15, 2007
NORTHERN HEALTH ANESTHESIA	76370428	2651943	May 15, 2007
RIDGEMARK	76370426	2654346	May 15, 2007
RIDGEMARK	76321313	2582190	May 15, 2007

Trade-mark	Application No.	Registration No.	Filing Date
BILLADVANTAGE	76321317	2578650	May 15, 2007
CLAIMADVANTAGE	76321411	2597920	May 15, 2007
CHARTKEEPER	76321412	2617984	May 15, 2007
CODEADVANTAGE	76321442	2582191	May 15, 2007
THERAPIST HELPER	76321413	2607456	May 15, 2007
VANTAGEMED	76321326	2801759	May 15, 2007
VANTAGEMED	76321314	2804041	May 15, 2007
VANTAGEMED	76321311	2864030	May 15, 2007
TRANSCANER	73753537	1534137	May 15, 2007
MEDISCAN	73753536	1548974	May 15, 2007
ONE PATIENT ONE RECORD	77147543	3412450	May 5, 2010
VHR	77147557	3407479	May 5, 2010
VIRTUAL HEALTH RECORD	77147572	3407480	May 5, 2010
ENTITY	75003742	2082591	May 5, 2010
VANTAGEMED	76321311	2864030	May 5, 2010
VANTAGEMED	76321314	2804041	May 5, 2010
OPENINGS	74578273	1996079	May 5, 2010
VANTAGEMED	76321449	2658848	May 6, 2010
OPENINGS	74578273	1996079	May 6, 2010

### United States Patent Registrations

Trade-mark	Serial No.	Filing Date
SYSTEM, METHOD AND COMPUTER PROGRAM FOR INTERACTIVE VOICE RECOGNITION SCHEDULER, REMIDNER AND MESSENGER	10916543	May 15, 2007

## **SCHEDULE "B"**

### **Share Certificates and Related Stock Transfer Powers**

1. Share Certificate No. C-1, representing 1,000 shares of Nightingale Vantagemed Corporation, issued to Nightingale Informatix Corporation, and related stock transfer and power of attorney (if any)
2. Share Certificate No. Com-2, representing 100 shares of Nightingale Healthenet Canada Corporation, issued to Nightingale Informatix Corporation, and related stock transfer and power of attorney (if any)
3. Share Certificate No. 1A, representing 10 shares of VisionMD (2002) Inc., issued to Nightingale Informatix Corporation, and related stock transfer and power of attorney (if any)
4. Share Certificate No. C-1, representing 1,000 shares of Viper Acquisition Corporation, issued to Nightingale Informatix Corporation, and related stock transfer and power of attorney (if any)
5. Share Certificate No. 1, representing 2,500 shares of Alabama Regional Health Information Network, LLC, issued to Nightingale Informatix Corporation, and related stock transfer and power of attorney (if any)

