



Tab settings

100925994

To the Honorable Commissioner of Patents &

PLEASE RETURN THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

Reynolds and Reynolds Holdings, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

MRD 12-9-98

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 23, 1998

2. Name and address of receiving party(ies):

Name: Thoroughbred Acquisition, Inc.

Internal Address:

Street Address: 1765 The Exchange #450

City: Atlanta State: GA ZIP: 30339

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Georgia
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1583358	1959803	1330595
1800032	1800036	2104072
1414772	1650407	1364302

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Tammy M. Krieger

Internal Address: Morris, Manning & Martin, L.L.P.

Suite 1600

Street Address: 3343 Peachtree Road NE

City: Atlanta State: GA ZIP: 30326

6. Total number of applications and registrations involved:.....

9

7. Total fee (37 CFR 3.41):.....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

2/15/1998 DNGUYEN 00000233 1583358

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 200.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tammy M. Krieger

Name of Person Signing

Tammy M. Krieger
Signature

December 4, 1998

Date

Total number of pages including cover sheet, attachments, and document:

4

TRADEMARK

REEL: 1826 FRAME: 0593

4. Assignor shall cooperate in the transfer of the RH Intellectual Property Intangibles to Assignee and shall assist Assignee, at Assignee's cost and expense, in prosecuting any applications, claims or rights of any kind pertinent to the RH Intellectual Property Intangibles assigned hereby, as is reasonably necessary for Assignee to develop and maintain to the fullest extent possible its right and benefits flowing from its ownership of RH Intellectual Property Intangibles transferred hereby.

5. This Assignment shall be governed by and construed under the laws of the State of Ohio.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first set forth above.

REYNOLDS AND REYNOLDS HOLDINGS, INC.

By M J Gopinski

Its ASST TREASURER

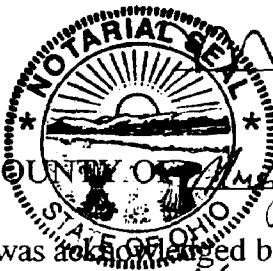
THOROUGHBRED ACQUISITION, INC.

By [Signature]

Its Chairman

STATE OF OHIO, COUNTY OF MONTGOMERY, ss:

The foregoing instrument was acknowledged before me this 22nd day of October, 1998, by Michael J Gopinski Asst. Treasurer of Reynolds and Reynolds Holdings, Inc., a Delaware corporation, on behalf of the corporation.



Martha M Welch

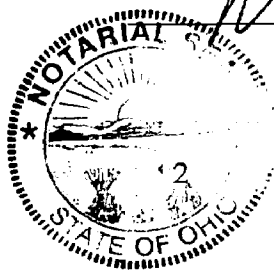
Notary Public

MARTHA M. WELCH, Notary Public
In and for the State of Ohio
My Commission Expires Sept 6, 2000

STATE OF Ohio

COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 22nd day of October, 1998, by Richard Fishman Chairman of Thoroughbred Acquisition, Inc., a Georgia corporation, on behalf of the corporation.



Martha M Welch

Notary Public

MARTHA M. WELCH, Notary Public
In and for the State of Ohio
My Commission Expires Sept 6, 2000

ASSIGNMENT OF RIGHTS IN AND TO
INTELLECTUAL PROPERTY AND BILL OF SALE

This Assignment of Rights in and to Intellectual Property and Bill of Sale (this "Assignment") is effective as of the 23rd day of October, 1998, and is made by REYNOLDS AND REYNOLDS HOLDINGS, INC., a Delaware corporation ("Assignor"), to THOROUGHbred ACQUISITION, INC., a Georgia corporation ("Assignee").

A. Pursuant to a Purchase Agreement among Assignor, Assignee, The Reynolds and Reynolds Company, and InfoCure Corporation, dated as of October 23rd, 1998 (the "Purchase Agreement"), Assignor has agreed to sell to Assignee all right, title and interest of Assignor in the "RH Intellectual Property Intangibles" (as defined in the Purchase Agreement), to be effective as of the "Effective Time" (as defined in the Purchase Agreement).

B. Unless otherwise defined in this Assignment, all terms used herein which are defined in the Purchase Agreement shall have the meaning given them in the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and for the good and valuable consideration contained therein, as well as the above recitals, which are incorporated into the operative terms of this Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignor undertakes this Assignment and provides as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee all right, title and interest of Assignor in and to all of the RH Intellectual Property Intangibles.
2. Assignor hereby agrees for itself and for its successors and assigns, to cooperate and assist in the transfer of the RH Intellectual Property Intangibles to Assignee and to execute without further consideration any further lawful documents, including any further assurances or divisional, continuation, continuation-in-part, substitute, renewal, reissue or other applications or regulations for patents, copyrights or trademarks of any country that might be reasonably necessary fully to secure, establish, maintain, protect, register or defend Assignee's rights in and to the RH Intellectual Property Intangibles.
3. Assignor hereby constitutes and appoints Assignee the true and lawful attorney of the Assignor, with full power of substitution, to demand and receive from time to time any and all embodiments of the RH Intellectual Property Intangibles and to give receipts and releases for and in respect of the same, and from time to time, to institute and prosecute in the name of Assignor or otherwise, but at the expense and for the benefit of Assignee, any and all proceedings at law, in equity or otherwise which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to any of the RH Intellectual Property Intangibles, and to defend or compromise any and all actions, suits or proceedings in respect to any of the RH Intellectual Property Intangibles; and Assignor declares that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor for any reason.

“RH Intellectual Property Intangibles” means the following:

the following registered trademarks and all common law trademarks owned by Reynolds Holdings (including “InTouch”) and used exclusively in the Acquired Business (collectively, the “RH Marks”):

- (i) ARM (Reg. No. 1583358);
- (ii) FI2001 (stylized) (Reg. No. 1959803);
- (iii) FISCAL INFORMATION INC. AND DESIGN (Reg. No. 1330595);
- (iv) KREDO (stylized) (Reg. No. 1800032);
- (v) KREDO (stylized) (Reg. No. 1800036);
- (vi) MEDPRINT+ (Reg. No. 2104072);
- (vii) PAR (Reg. No. 1414772);
- (viii) SENTINEL SERIES (Reg. No. 1650407); and
- (ix) TELEDUN (Reg. No. 1364302).