

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Covenant Not to Sue
CONVEYING PARTY DATA	
Name	Execution Date
MEDICALMAP-EMR, LLC	06/01/2009
RECEIVING PARTY DATA	
Name:	Visa International Service Association
Street Address:	900 Metro Center Blvd.
City:	Foster City
State/Country:	CALIFORNIA
Postal Code:	94404
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5999942
Patent Number:	5915115
Patent Number:	5873094
Patent Number:	5677997
CORRESPONDENCE DATA	
Fax Number:	(202)778-6493
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	032442.00101
NAME OF SUBMITTER:	Andrea Reister

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Total Attachments: 2
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Notice of Covenant Not to Sue

Notice is hereby provided of the following covenants provided by MEDICALMAP-EMR, LLC (“MEDICALMAP”), a Texas company, to Visa International Service Association, a Delaware corporation with offices in Foster City, California, and Visa U.S.A. Inc., a Delaware corporation with offices in San Francisco and Foster City, California (collectively, “Visa”) in the Settlement and License Agreement, dated June 1, 2009 (the “Agreement”):

MEDICALMAP Covenant Not to Sue. MEDICALMAP agrees that it will not bring, cause to be brought or assist another in pursuing any claim or action against Visa or any Visa Related Party for Visa’s internal use of the Covenant Patents. Internal use includes: (a) any use for any internal development, communications or dealings within Visa; (b) any use by Visa to enable Visa to provide products or services to or on behalf of its clients related to the Visa Network; or (c) any use by a Visa Related Party to provide products or services to a client of Visa on behalf of Visa related to the Visa Network. For the avoidance of doubt, MEDICALMAP, is not granting Visa or the Visa Related Parties a license to the Covenant Patents pursuant to this Agreement. For further avoidance of doubt, with regard to any Visa Related Party, this Covenant Not to Sue is limited only to Visa’s use of the Covenant Patents as set forth in (a), (b), and (c) above, and does not extend to any other party or uses. MEDICALMAP will reasonably cooperate to allow Visa to record the terms of this Covenant not to Sue with the United States Patent and Trademark Office and any other applicable foreign patent offices.

“Visa Related Party” means Visa’s issuers, member banks (and member banks’ agents and processors), acquirers, partners, merchants, vendors, and service providers but only with respect to such entities’ conduct as set forth in (c), above.

“Covenant Patents” means U.S. Patents Nos. 5,999,942; 5,915,115; 5,873,094; and 5,677,997.

“Visa Network” means any communication or transaction network owned or operated by Visa, or used in connection with Visa products or services, which network is related to Visa payment products, financial transactions, or financial information, or the processing in connection therewith.

Transfer Of Interest In Covenant Patents. Notwithstanding the foregoing, in the event or to the extent MEDICALMAP assigns or otherwise transfers any rights regarding the Covenant Patents, then such assignment or transfer will be subject to this Agreement and MEDICALMAP and/or its successors shall cause the assignee or transferee to continue any and all rights and benefits provided to each and all of Visa and the Visa Related Parties under this Agreement, including but not limited to the rights and benefits provided by this Agreement in case of any further Assignment Event involving the Covenant Patents. Within 30 days, MEDICALMAP will provide Visa with written notice of any such transfer pursuant to the notice requirements herein. Prior to any Assignment Event, MEDICALMAP shall cause the assignee to execute a written acknowledgement of its obligations regarding the Covenant Patents and its obligation to continue all rights and benefits regarding the Covenant Patents that are provided to Visa and the Visa

Related Parties under this Agreement, and such executed acknowledgement shall be transmitted to Visa within 30 days of the Assignment Event.

“Assignment Event” means a change in ownership, reorganization, merger, acquisition, or the sale or transfer of all or substantially all of a party’s business or assets.