

01-14-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



102337320

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): FINOVA Capital Corporation 4800 N. Scottsdale Road Scottsdale, AZ 85251
Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other
Additional name(s) of conveying party(ies) attached? Yes No

1.9.03

2. Name and address of receiving party(ies) Name: PracticeWorks Systems, LLC Internal Address: Street Address: 1765 The Exchange City: Atlanta State: GA Zip: 30308
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
Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS 2003 JAN -8 PM 3:14 FINANCE SECTION

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Release and Reassignment
Execution Date: December 19, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE

Additional number(s) attached Yes No

1990507

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steven D. Thomas Internal Address: Moore & Van Allen, PLLC Street Address: 2200 West Main Street Suite 800 City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 15
7. Total fee (37 CFR 3.41): \$ 390.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 50-2316

DO NOT USE THIS SPACE

9. Signature.

Steven D. Thomas Name of Person Signing

Signature

January 8, 2003 Date

13

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

01/13/2003 LNUELLER 00000075 1990507

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:0521 02 FC:0522

40.00 OP 350.00 OP

TRADEMARK REEL: 002647 FRAME: 0961

Attachment 1  
Trademarks and Trademark Licenses of Debtor

1. Item A - Trademark and Trademark Registrations

<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>Owner</u>	<u>Reg.</u>
Rovak (Supplemental)	1,990,507	07/30/96	PracticeWorks Systems, LLC	USPTO
Rovak (Principal)	2,009,950	10/22/96	PracticeWorks Systems, LLC	USPTO
Powerpractice	1,934,126	11/07/95	PracticeWorks Systems, LLC	USPTO
WINOMS	1,947,961	01/16/96	PracticeWorks Systems, LLC	USPTO
WINMED	2,018,074	11/19/96	PracticeWorks Systems, LLC	USPTO
Micro-Designs Software Corporation	2,005,786	10/08/96	PracticeWorks Systems, LLC	USPTO
Practice Works	1,900,446	06/20/95	PracticeWorks Systems, LLC	USPTO
DentalEd	2,017,261	11/19/96	PracticeWorks Systems, LLC	USPTO
DentalMac	1,382,092	02/11/86	PracticeWorks Systems, LLC	USPTO
Practice Outlook	1,536,188	06/24/96	PracticeWorks Systems, LLC	USPTO
INTELLIDENT	2,257,959	04/20/99	PracticeWorks Systems, LLC	USPTO
<del>PracticeWorks</del>	<del>2,000,488</del>	<del></del>	<del>PracticeWorks Limited</del>	<del>UK Patent Office</del>
<del>PracticeWorks</del>	<del>2,000,500</del>	<del></del>	<del>PracticeWorks Limited</del>	<del>UK Patent Office</del>
<del>PracticeWorks</del>	<del>2,000,500</del>	<del></del>	<del>PracticeWorks Limited</del>	<del>UK Patent Office</del>

<u>Pending Trademark</u>	<u>Application Number</u>	<u>Owner</u>
PRACTICE TOGO	76-142,683	PracticeWorks Systems, LLC
PRACTICEWORKS	76-125,012	PracticeWorks Systems, LLC
PRACTICEWORKS OFFICE	76-171,496	PracticeWorks Systems, LLC
PRACTICEWORKS ON-LINE	76-171-491	PracticeWorks Systems, LLC
<del>TRIDENT</del>	<del>Appl. filed</del>	<del>PracticeWorks Systems, LLC</del>
<del>INTELLIDENT</del>	<del>Appl. filed</del>	<del>PracticeWorks Systems, LLC</del>

CADI Acquisition, Inc.

NONE

**RELEASE AND REASSIGNMENT**

FINOVA Capital Corporation ("Lender"), a Delaware corporation, hereby releases in full its security interest arising under that Trademark and Patent Security Agreement (the "Security Agreement") executed by Cadi Acquisition Corporation, a Colorado corporation and Practiceworks Systems, LLC, a Georgia corporation (collectively, the "Debtor"), which Security Agreement is of record in the United States Patent and Trademark Office.

In addition, by this Release and Reassignment, and for the sole purpose of further evidencing the release of Lender's security interest, Lender hereby reassigns and transfers to Debtor, without any representation or warranty, all of Lender's interest in the trademark registrations listed of Exhibit A hereto:

This document may be filed in the United States Patent and Trademark Office and in any other appropriate public offices, all at Debtor's expense.

**FINOVA CAPITAL CORPORATION**

By: *Philip S. Clark*  
Title: VP

STATE OF TENNESSEE )  
  )  
COUNTY OF DAVIDSON )

Before me, *Hea Ann Sexton* the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared *Philip S. Clark* of FINOVA Capital Corporation, the within named bargainor, and that *Philip S. Clark* as such *Vice President*, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said *Philip S. Clark* as such *Vice President*

Witness my hand and seal, at office at Nashville, Tennessee, on this *19th* day of December, 2002.

*Hea Ann Sexton*  
NOTARY PUBLIC

My Commission Expires:  
*5/30/04*

0533912.01  
088521-063 12/19/2002

# Exhibit A

## Attachment 1 Trademarks and Trademark Licenses of Debtor

### 1. Item A - Trademark and Trademark Registrations

<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>Owner</u>	<u>Reg.</u>
Rovak (Supplemental)	1,990,507	07/30/96	PracticeWorks Systems, LLC	USPTO
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WINOMS	1,947,961	01/16/96	PracticeWorks Systems, LLC	USPTO
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<del>TriNavy</del>	<del>2,023,402</del>		<del>PracticeWorks Limited</del>	<del>UK Patent Office</del>
<del>TriMedic</del>	<del>2,023,383</del>		<del>PracticeWorks Limited</del>	<del>UK Patent Office</del>
<del>TriDent</del>	<del>2,023,309</del>		<del>PracticeWorks Limited</del>	<del>UK Patent Office</del>

### Pending Trademark

<u>Pending Trademark</u>	<u>Application Number</u>	<u>Owner</u>
PRACTICE TOGO	76-142,683	PracticeWorks Systems, LLC
PRACTICEWORKS	76-125,012	PracticeWorks Systems, LLC
PRACTICEWORKS OFFICE	76-171,496	PracticeWorks Systems, LLC
PRACTICEWORKS ON-LINE	76-171-491	PracticeWorks Systems, LLC
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<del>CLINIDENT</del>	<del>Appl. filed</del>	<del>PracticeWorks Systems, LLC</del>

CADI Acquisition, Inc.

NONE

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of March 5, 2001, is among **CADI ACQUISITION CORPORATION**, a Colorado corporation ("CADI"), **PRACTICEWORKS SYSTEMS, LLC**, a Georgia limited liability company ("PracticeWorks Systems") (CADI and PracticeWorks Systems sometimes hereinafter are referred to individually as a "Debtor" and collectively as "Debtors"), and **FINOVA CAPITAL CORPORATION**, a Delaware corporation ("Secured Party").

### RECITALS:

A. PracticeWorks, Inc., a Delaware corporation ("Borrower"), and Secured Party have entered into that certain Loan Agreement of even date herewith (as the same maybe be amended, modified, supplemented or restated from time to time, the "Loan Agreement"), pursuant to which Secured Party has agreed to make loans and other financial accommodations (collectively, the "Loans") to Borrower, subject to the terms and conditions set forth in the Loan Agreement.

B. To induce Secured Party to enter into the Loan Agreement and to make the Loans under the Loan Agreement, Debtors have agreed (i) to guaranty, jointly and severally, Borrower's Obligations pursuant to that certain Subsidiary Guaranty of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") by Debtors to and for the benefit of Secured Party and (ii) to enter into that certain Subsidiary Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with Secured Party to secure the payment, performance and observance of their joint and several liabilities and obligations under the Guaranty (collectively, "Guarantors' Obligations") and Borrower's Obligations.

C. As further inducement to Secured Party to make the Loans, each Debtor has agreed to enter into this Agreement to further secure the payment, performance and observance of Guarantors' Obligations and Borrower's Obligations by granting to Secured Party a continuing security interest in all of the "Trademark Collateral" (as defined below) of such Debtor to secure Guarantors' Obligations and Borrower's Obligations.

D. Each Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to induce Secured Party to make the Loans to Borrower pursuant to the Loan Agreement, each Debtor agrees, for the benefit of Secured Party, as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

2. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, to secure Guarantors' Obligations and Borrower's Obligations, each Debtor does hereby grant to Secured Party a continuing security interest in all of the following Property of such Debtor (collectively, the "Trademark Collateral"), whether now owned or existing and hereafter acquired or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by such Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. **Security Agreement.** This Agreement has been executed and delivered by each Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. **Release of Security Interest.** Upon payment and performance in full of Guarantors' Obligations and Borrower's Obligations and the termination of the Commitments, Secured Party shall, at Debtors' expense, execute and deliver to Debtors all instruments and documents as may be necessary or proper to release the Lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. **Acknowledgment.** Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. **Loan Document, Etc.** This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

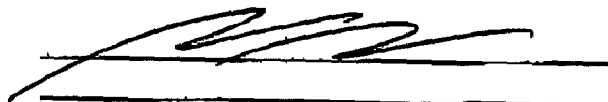
7. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**CADI ACQUISITION CORPORATION, a  
Colorado corporation**

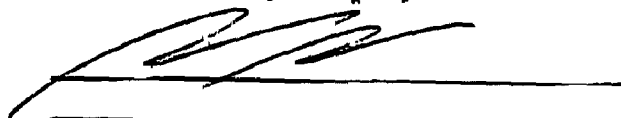
By:



A duly authorized officer of such Debtor

**PRACTICEWORKS SYSTEMS, LLC, a  
Georgia limited liability company**

By:



A duly authorized officer of such Debtor

**FINOVA CAPITAL CORPORATION, a  
Delaware corporation**

By:



Vice President



STATE OF Georgia )  
 )  
COUNTY OF Fulton ) SS.

I, Ingrid Erika Rolke, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Richard E. Perlman personally known to me to be an authorized officer of CADI Acquisition Corporation, a Colorado corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as an authorized officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5<sup>th</sup> day of March, 2001.



Ingrid Erika Rolke  
Notary Public

My Commission Expires:

May 12, 2002

Trademark Security Agreement (Domestic Subsidiaries)

STATE OF Georgia )  
 )  
COUNTY OF Fulton )

SS.

I, Ingrid Erika Rolke, a notary public in and for said County, in the State of aforesaid, DO/HEREBY CERTIFY that Richard E. Perlman personally known to me to be an authorized officer of PracticeWorks Systems, LLC, a Georgia limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as an authorized officer of said limited liability company, pursuant to authority, given by the Members of said limited liability company as such person's free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5<sup>th</sup> day of March, 2001.



Ingrid Erika Rolke  
Notary Public

My Commission Expires:


May 12, 2002

STATE OF Illinois )  
 )  
COUNTY OF Cook )

SS.

I, Michael Jacobson a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Michael Keller, personally known to me to be a Vice President of FINOVA Capital Corporation, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5<sup>th</sup> day of March, 2001.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



Trademark Security Agreement (Domestic Subsidiaries)

**Attachment 1**  
**Trademarks and Trademark Licenses of Debtor**

**1. Item A - Trademark and Trademark Registrations**

<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>Owner</u>	<u>Reg.</u>
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<del>TriMedic</del>	<del>2,023,383</del>	<del></del>	<del>PracticeWorks Limited</del>	<del>UK Patent Office</del>
<del>TriDent</del>	<del>2,023,309</del>	<del></del>	<del>PracticeWorks Limited</del>	<del>UK Patent Office</del>

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<del>TRIDENT</del>	<del>Appl. filed</del>	<del>PracticeWorks Systems, LLC</del>
<del>CLINIDENT</del>	<del>Appl. filed</del>	<del>PracticeWorks Systems, LLC</del>

CADI Acquisition, Inc.

NONE



**2. Item B - Trademark Licenses**

CADI Acquisition, Inc.

NONE

PracticeWorks Systems, LLC

NONE

#765527 v1 - Trademark Security Agmt Attachment 1 for PW/FINOVA Sch

DEC 18 2002 10 11 AM FINOVA CAPITAL CORP

**TRADEMARK**

NO. 685 P. 15/2

**RECORDED: 01/08/2003**

**REEL: 002647 FRAME: 0974**