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

# RECORDATION FORM COVER SHEET

TRADEMARKS ONLY					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
I. Name of conveying party(ies):	2. Name and Address of receiving party(ies)				
Wells Fargo Foothill, Inc. f/k/a Foothill Capital Corporation	Name: Syncrtech Health System Solutions, LLC				
Individual(s) Association General Partnership Limited Partnershipx Corporation (State-California) Other Additional name(s) of conveying party(ics) attached?Yes _x _No	Address: 2400 Thea Drive Harrisburg, PA 17110				
3. Nature of conveyance:	Individual(s) citizenship				
Assignment Merger Security Agreement Change of Name	Association General Partnership Limited Partnership Corporation (State) x_ OtherDelaware Limited Liability Company				
x Other Release of Security Interest in Trademarks  Execution Date: May 22, 2003	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 number(s):	_				
A. Trademark Application No.(s)	B. Trademark Registration No.(s)				
	2025376, 2115217, 2116656 and 2193993				
Additional numbers attached? YesX_ No					
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved: 4				
Hayley M. Smith	7. Total fee (37 CFR 3.41) \$ 115				
Senior Legal Assistant Kirkland & Ellis LLP	Enclosed				
153 East 53rd Street New York, NY 10022-4675	x Authorized to be charged to Deposit Account 111098				
	8. Deposit Account No. 111098				
	(Attach duplicate copy of this page if paying by deposit account)				
DO NOT USE THIS SPACE					
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.  Hayley Smith  Mayley Smith					
Name of Person Signing Signature Date					

Total number of pages including cover sheet, attachments, and document:  $\underline{\underline{5}}$ 

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

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of May 22, 2003 ("Effective Date") by Wells Fargo Foothill, Inc. (formerly known as Foothill Capital Corporation), a California corporation ("Grantee"), in favor of Synertech Health System Solutions, LLC, ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee dated March 6, 2001 (the "Trademark Security Agreement"), Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee a security interest and mortgage in all of Grantor's right, title and interest in, to and under the following property, in each case whether then or thereafter existing or arising or in which Grantor then had or thereafter owned, acquired or developed an interest and wherever located (collectively, the "Collateral"):

- (i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding each application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in <u>Schedule A</u>), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
- (ii) the entire goodwill of or associated with the businesses then or thereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;
- (iii) all general intangibles and all intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Grantee is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral;

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Loan and Security Agreement by and between Grantor and Grantee dated March 6, 2001;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on March 29, 2001, at Reel 002264, Frame 0120; and

TRADEMARK REEL: 002697 FRAME: 0840 WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, without any representation, warranty, or recourse whatsoever, Grantee hereby terminates the Trademark Security Agreement, and hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest in, to and lunder the Collateral and Grantee hereby terminates, cancels and releases any and all of its security interests in and mortgages to the Collateral.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments which are reasonably acceptable to Grantee), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO FOOTHILL, INC.

шу.<u>///</u>

Name: Amy Lam

Title: Lice President

### SCHEDULE A

## **U.S. TRADEMARK REGISTRATIONS**

Mark	Registration No.		
Synerlink	2,025,376		
Synerlocate	2,115,217		
Synerview	2,116,656		
Synertech	2,193,993		
-			

## U.S. TRADEMARK APPLICATIONS

Mark	Serial No.		

-3-

TRADEMARK REEL: 002697 FRAME: 0842

# KIRKLAND & ELLIS LLP

#### Fax Transmittal

Citigroup Center 153 East 53rd Street New York, New York 10022-4611 Phone: 212 446-4800 Fax: 212 446-4900

#### Please notify us immediately if any pages are not received.

THE INFORMATION CONTAINED IN THIS COMMUNICATION IS CONFIDENTIAL, MAY BE ATTORNEY-CLIENT PRIVILEGED, MAY CONSTITUTE INSIDE INFORMATION, AND IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. UNAUTHORIZED USE, DISCLOSURE OR COPYING IS STRICTLY PROHIBITED AND MAY BE UNLAWFUL.

# IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY AT: 212 446-4800.

To:	Company:		Fax #:	Direct #:
BOX ASSIGNMENT	Commissioner of Patents and Trademarks		703-306-5995	
From:	Date:	Pages w/cover:	Fax #:	Direct #:
Hayley M. Smith	August 11, 2003	6	212 446-4900	212 446-4727

#### Message:

Re: Release of Security Interest in Trademarks

Wells Fargo Foothill, Inc. f/k/a Foothill Capital

Corporation and Synertech Health System Solutions LLC

(Qur ref: 38462-25)

TRADEMARK REEL: 002697 FRAME: 0843

## KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Citigroup Center 153 East 53rd Street New York, New York 10022-4611

To Call Writer Directly: (212) 446-4727 iyley\_smlth@ny.kirkland.com 212 446<del>-</del>4800

www.kirkland.com

Facsimile: 212 446-4900 Dir. Fax: (212) 446-4900

August 11, 2003

#### By Facsimile

Commissioner of Patents and Trademarks BOX ASSIGNMENT Washington, D.C. 20231

Re: Release of Security Interest in Trademarks

Wells Fargo Foothill, Inc. f/k/a Foothill Capital Corporation

and Syntertech Health System Solutions, LLC

(Our ref: 38462-25)

Dear Sir:

Enclosed for recordation is a Release of Security Interest in Trademarks between the above-identified parties dated May 22, 2003.

You are hereby authorized to take the required \$115 recordation fee from Deposit Account No. 11-1098.

Please direct all communications in connection with this matter to the undersigned.

Sincerely,

Hayley M. Smith

Senior Legal Assistant

Enclosures

c: Michael Flaschen,, Esq. (w/enclosure)

John Lynn, Esq. (w/enclosure) David Britsch (w/enclosure)

Chicago London Los Angeles San Francisco Washington, D.C.

TRADEMARK REEL: 002697 FRAME: 0844

**RECORDED: 08/11/2003**