

03-24-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2008) Tab settings

102702452 TRADEMARKS ONLY

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): RxCentric Inc.

*8-18-03*

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

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

2. Name and address of receiving party(ies)

Name: Allscripts, LLC Internal Address:

Street Address: 2401 Commerce Drive City: Libertyville State: IL Zip: 60045-4464

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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 assignments) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 08/07/2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,436,831

Additional number(s) attached Yes No

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

Name: Jeffrey J. McMahan, Esq.

Internal Address:

Street Address: Dinse, Knapp & McAndrew, P.C.

209 Battery Street, P.O. Box 988

City: Burlington State: VT Zip: 05402-0988

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 205.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jeffrey J. McMahan Name of Person Signing

*[Handwritten Signature]* Signature

*August 18, 2003* Date

Total number of pages including cover sheet, attachments, and document: 10

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08/20/2003 GTON11 00000119 2436831

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

01 FC:8521 40.00 OP 02 FC:8522 125.00 OP

**ATTACHED PAGE FOR FORM PTO-1594  
RECORDATION FORM COVER SHEET  
TRADEMARKS**

**RECEIVING PARTY: ALLSCRIPTS, LLC**

**1. Name of conveying party(ies):**

*Additional name(s) of conveying party(ies)*

DNA Healthcare, Inc.

Corporation-State: Delaware

**ATTACHED PAGE FOR FORM PTO-1594  
RECORDATION FORM COVER SHEET  
TRADEMARKS**

**RECEIVING PARTY: ALLSCRIPTS, LLC**

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

***B. Trademark Registration No.(s)***

2,714,887

2,481,771

2,481,722

2,090,683

1,306,851

## ASSIGNMENT OF PROPRIETARY RIGHTS

**THIS ASSIGNMENT OF PROPRIETARY RIGHTS** (this "Proprietary Rights Assignment") is made as of the 7<sup>th</sup> day of August, 2003, by and between Allscripts, LLC, a Delaware limited liability company ("Buyer"), and RxCentric Inc., a Delaware corporation and DNA Healthcare, Inc. (as to those trademarks owned by DNA Healthcare, Inc.) (the "Seller").

**WHEREAS**, the Seller and the Buyer have entered into an Asset Purchase Agreement dated July 16, 2003 (the "Agreement"), pursuant to which the Seller has agreed to sell, transfer, convey, assign and deliver to the Buyer and Buyer has agreed to purchase from the Seller all of the right, title and interest of the Seller in and to all proprietary rights owned by the Seller or, where not owned, used by the Seller in the business and all goodwill associated therewith and all licenses and other agreements to which the Seller is a party (as licensor or licensee) or by which the Seller is bound relating to any of the proprietary rights and any and all rights to collect royalties now or hereafter due and owing pursuant to license agreements, and any and all rights to make claims, prosecute and settle infringement actions against, and receive monetary damages or settlements from third parties due to any infringement arising or occurring at any time, to the extent not resolved prior to the date hereof, including, without limitation, those set forth on Schedule 6.12 of the Agreement, which is incorporated herein by reference, including, without limitation, the trademark rights, registrations and applications identified on Schedule 1, attached hereto, and the patents identified on Schedule 2, attached hereto (collectively, the "Proprietary Rights");

**WHEREAS**, the Seller desires to transfer and assign to the Buyer the Proprietary Rights, and the Buyer desires to accept such Proprietary Rights; and

**WHEREAS**, capitalized terms used herein and not otherwise defined shall have the meaning attributed thereto in the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Agreement, the parties hereby agree as follows:

1. The Seller hereby sells, conveys, assigns and otherwise transfers and delivers to the Buyer and the Buyer does hereby acquire and accept from the Seller all right, title, benefit and interest of the Seller in and to the Proprietary Rights, **TO HAVE AND TO HOLD** the Proprietary Rights and all goodwill associated therewith unto the Buyer, its successors and assigns, to and for its own and proper use, forever, including, without limitation, any and all patents, copyrights, trademarks, trade secrets, any and all renewals and extensions thereof, all actions and causes of action related to the Proprietary Rights and all damages, profits, penalties and other recoveries related thereto.

2. The Seller agrees that the Proprietary Rights will be the sole and exclusive property of the Buyer. At the Buyer's request and expense, the Seller will cooperate with and assist in a commercially reasonable manner the Buyer in all respects and will execute documents, and, subject to reasonable availability, give testimony and take further acts to obtain, maintain,

perfect and enforce for the Buyer any and all patents, copyrights, trademarks, trade secrets, any and all renewals and extensions thereof, and any and all legal protection available for the Proprietary Rights in the United States and any other country or countries.

3. The Seller hereby irrevocably designates and appoints the Buyer and its duly authorized officers and agents as its agent and attorney-in-fact, to act for and in the Seller's behalf and stead to execute and file any application for any United States or foreign patents or copyright or trademark registrations covering the Proprietary Rights assigned to the Buyer and to do all other lawfully permitted acts to further the application, prosecution, issuance, maintenance, renewal and extension of letters patent or copyright and trademark registrations thereon with the same legal force and effect as if executed by the Seller.

4. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the Buyer and its successors and assigns, any remedy or claim under or by reason of this instrument or by any of its terms, covenants or conditions, and all the terms, covenants and conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of the Buyer, its successors and assigns.

5. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the choice of law provisions thereof).

7. This instrument is executed by and shall be binding upon the Seller and the Buyer, their successors and assigns, for the uses and purposes set forth and referred to above, effective as of the date first above written.

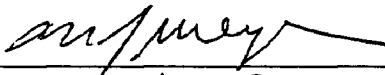
\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Proprietary Rights to be executed and delivered as of the day first above written.

**RXCENTRIC INC.**  
a Delaware corporation

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

**DNA HEALTHCARE, INC.**  
a Delaware corporation

By:   
Name: MATTHEW J. MEYER  
Title: SECRETARY

**ALLSCRIPTS, LLC**  
a Delaware limited liability company

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

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Proprietary Rights to be executed and delivered as of the day first above written. ...

**RXCENTRIC INC.**  
a Delaware corporation

By: *R. Finney*  
Name: *R. Finney*  
Title: *President*

**DNA HEALTHCARE, INC.**  
a Delaware corporation

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

**ALLSCRIPTS, LLC**  
a Delaware limited liability company

By: *Lee Shapiro*  
Name: *Lee Shapiro*  
Title: *CEO*

SCHEDULE 1

TRADEMARKS

<u>Trademark Description</u>	<u>Country</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Status</u>
"RxCentric" name .....	U.S.	75-904,703	2,436,831	Registered
"The Difference Between Search and Find" mark.....	U.S.	76-021,832	2,714,887	Registered
"RxCentric" logo/design .....	U.S.	75-904,702	2,481,771	Registered
"Information you can prescribe on" mark .....	U.S.	75-904,704	2,481,722	Registered
"DNA Doctors' Net Access" name and design* .....	U.S.	75-072,293	2,090,683	Registered
"DNA Doctors' Net Access" name* .....	European Community	N/A	1,306,851	Registered

\* Denoted trademarks are owned by the Seller's wholly-owned subsidiary, DNA Healthcare, Inc.



SCHEDULE 2

PATENTS

<u>Patent Description</u>	<u>Docket No.</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
Product Marketing and Information System and Method.....	AP33038 (067495.0113)	U.S.	N/A	3/23/2001	Patent Pending