



**MRD 5-12-98**

**100715777**

To the Assistant Commissioner of Patents & Trademarks, U.S. Patent and Trademark Office, Washington, DC 20503  
Send original documents or copy thereof.

1. Name of conveying party(ies):

**INFOMED, INC.**

- Individual(s)
- General Partnership
- Corporation-State - New Jersey
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: June 6, 1997

2. Name and address of receiving party(ies)

Name: **National Bank of Canada**

Internal Address: **Suite 800**

Street Address: **200 Galleria Parkway**

City: **Atlanta** State: **GA** Zip: **30335**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_ a Canadian chartered bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Additional names(s) & address(es) attached?  Yes  No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**1,341,434**

05/13/1998 DCOATES 00000182 1341434

Additional numbers attached?  Yes  No

01 FC:481

40.00 OP

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

Name: **Valetta A. Northcutt**

Internal Address: **Kilpatrick Stockton LLP**

**Suite 2800**

Street Address: **1100 Peachtree St.**

City: **Atlanta** State: **GA** Zip: **30309**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40.00**

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

**11-0860**

**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.

**Valetta A. Northcutt**

Name of Person Signing

Signature

*Valetta A. Northcutt*

Date

*5/11/98*

Total number of pages including cover sheet, attachments, and document **7**

**SECURITY AGREEMENT**  
**(Trademark)**

**THIS SECURITY AGREEMENT** is made as of the 6th day of June, 1997, by and between **NATIONAL BANK OF CANADA** ("**Lender**"), a Canadian chartered bank, having an office at Suite 800, 200 Galleria Parkway, Atlanta, Georgia 30339; and **INFOMED, INC.**, a New Jersey corporation with its chief executive office and principal place of business at 1180 SW 36th Avenue, Pompano Beach, Florida 33069 ("**Pledgor**").

**W I T N E S S E T H:**

**WHEREAS**, pursuant to a Loan and Security Agreement (the "**Loan Agreement**"), dated of even date herewith, between Simione Central Holdings, Inc. (the "**Borrower**") and Lender, Lender has agreed to make certain Loans and other extensions of credit to the Borrower; and

**WHEREAS**, as a condition precedent to any extension of credit under the Loan Agreement, Pledgor is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below), to secure the Pledgor's guarantee of all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, Pledgor has duly authorized the execution, delivery, and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make Loans and other extensions of credit to the Borrower pursuant to the Loan Agreement, Pledgor agrees with Lender 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 in the Loan and Security Agreement.

2. **Grant of Security Interest.** For good and valuable consideration, receipt of which is hereby acknowledged, to secure all of the Secured Obligations (hereinafter defined), Pledgor does hereby mortgage, pledge, hypothecate, and grant to Lender a continuing security interest in, to, and under, all rights, titles and interests of Pledgor in, to and under the following property (the "**Trademark Collateral**"), whether now existing or hereafter arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the

United States or any State thereof, including those referred to in Item A (“Trademarks”) of Attachment 1 hereto;

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

(c) all 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 (i) any claim by any Pledgor against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, or trademark license, including any trademark, trademark registration, trademark license or trade name referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with any trademark, trademark registration, trademark license, or trade name, and (ii) rights to royalties and other payments with respect to the foregoing.

3. **Secured Obligations.** This Agreement and the security interest granted hereunder to Lender secures all obligations which may be now or hereafter owing by Pledgor to Lender under this Agreement as well as any and all indebtedness, obligations or other liabilities which may be now or hereafter owing by Pledgor to Lender under or on account of the Guaranty, or any other agreement, instrument or other document executed by Pledgor with or in favor of Lender under or in connection therewith, or any extensions, renewals, refinancings, restructurings, modifications or replacements, in whole or in part, of or for any of the foregoing, and including without limitation any interest which would accrue on the foregoing indebtedness, obligations or liabilities but for the filing by or against Pledgor or the Borrower of a proceeding under any bankruptcy, insolvency, receivership or moratorium law. All of the foregoing indebtedness, obligations or other liabilities are herein collectively called the “Secured Obligations”.

4. **Security Agreement.** This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and perfecting the security interest therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted to Lender under the Loan Agreement and the other Loan Documents. The Loan Agreement and the other Loan Documents (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

5. **Release of Security Interest.** At such time as the Secured Obligations have been paid in full and the Loan Agreement has been terminated, Lender shall, at Pledgor’s expense, execute and deliver to Pledgor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted thereunder.

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

7. **Collateral Document, Etc.** This Agreement is a Security Document and 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.

8. **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.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and applicable federal laws.

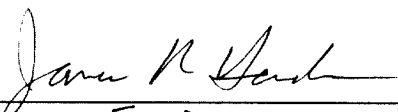
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, and Pledgor has affixed its seal hereto, as of the day and year first above written.

**Pledgor:**

**INFOMED, INC.**

Attest:

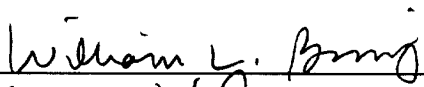
  
Secretary

By:   
Title: Ex VP

(CORPORATE SEAL)

**Lender:**

**NATIONAL BANK OF CANADA**

By:   
Title: V.P.

STATE OF GEORGIA

COUNTY OF FULTON

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 6<sup>th</sup> day of June, 1997, personally appeared James R. Henderson, to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the Ex. VP of **Infomed, Inc.**, a New Jersey corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

Julie A. Rubin  
Notary Public

My commission expires: **MY COMMISSION EXPIRES**  
**FEBRUARY 5, 2001**

[NOTARIAL SEAL]

STATE OF GEORGIA

COUNTY OF FULTON

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 11<sup>th</sup> day of June, 1997, personally appeared William L. Downing, to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the VP of **National Bank of Canada**, a Canadian chartered bank, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

Queen Summer  
Notary Public

**MY COMMISSION EXPIRES  
OCTOBER 15, 2000**

My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]

**KILPATRICK STOCKTON LLP**

**Attorneys at Law**  
Suite 2800  
1100 Peachtree Street  
Atlanta, Georgia 30309-4530  
Telephone: 404.815.6500  
Facsimile: 404.815.6555

May 11, 998

E-mail: [vnorthcutt@kilstock.com](mailto:vnorthcutt@kilstock.com)  
Direct Dial: 404.815.6170

Commissioner for Patents and Trademarks  
BOX ASSIGNMENTS  
Washington, D.C. 20231

Re: Infomed, Inc. to National Bank of Canada  
Recordation of Trademark Security Agreement  
Our ref: N0870.163896

Dear Sir:

Enclosed for recordation is a Trademark Security Agreement, from Infomed, Inc. to National Bank of Canada. A check for \$40.00 to cover your fee is also enclosed.

Please send the recordal documents to my attention as soon as possible.

If you have any questions regarding these documents, please contact the undersigned at (404) 815-6170. Thank you for your assistance.

Very truly yours,



Valetta A. Northcutt  
Trademark Paralegal

Enclosures

**Attachment 1**

Item A. Trademarks.

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
"InfoMed"	1,341,434	June 11, 1985

Item B. Trademark Licenses.