

07-27-1998

HEET

U.S. Department of Commerce

Y

Patent and Trademark Office

To the Honorable Commiss



tached original documents or copy thereof.

1. Name of conveying party(ies)

100777624

ress of receiving party(ies):

AssetCare, Inc.

Name: Wachovia Bank, N.A., as Administrative Agent

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

Internal Address:

U.S. Patent & TMO: TM Mail Receipt 111 463



07-07-1998

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

Street Address: 191 Peachtree Street, NE

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Correction of Trademark Security Agreement

City: Atlanta State: Georgia ZIP: 30305

Country

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

previously recorded at Reel 1719 and Frame 0488

Delete Registration # 1,602,627

Add Registraion # 1,607,627

Execution Date: February 13, 1998

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 trademark number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No. (s)

B. Trademark No. (s)

1,607,627

Additional numbers attached Yes No

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

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue, NW

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 1

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

Enclosed (Check No. 15901)

Authorized to be charged to deposit account

8. Deposit account number:

07/24/1998 JS HABAZZ 00000041 1607627

01 FC:481

40.00 DP

(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.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

July 6, 1998
Date

Total number of pages comprising cover sheet and document attachments: 7

men 7-7-98

05-01-1998



ET U.S. Department of Commerce Patent and Trademark Office APR 20 1998

To the Honorable Commission

100700020

Send original documents or copy thereof.

MR 4-20-98

1. Name of conveying party(ies):

AssetCare, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: February 13, 1998

2. Name and address of receiving party(ies):

Name: Wachovia Bank, N.A., as Administrative Agent

Internal Address:

Street Address: 191 Peachtree Street, NE

City: Atlanta State: Georgia ZIP: 30305
Country:

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

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 trademark number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s)

07/074,469

B. Trademark No.(s)

1,802,910 1,814,035 1,602,627
1,751,524 1,607,672

Additional numbers attached Yes No

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

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue, NW

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 6

7 Total fee (37 CFR 3.41): \$165.00

Enclosed (Check No. 15715)

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

04/30/1998 DATES 00000226 1802910

01 FC:481
02 FC:482

40.00 OP
125.00 OP

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.

Nora A. Whitescarver
Name of Person Signing

Signature

April 20, 1998
Date

Total number of pages comprising cover sheet and document attachments: 6

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, AssetCare, Inc., a Georgia corporation (herein referred to as "Grantor"), owns the Trademarks (as defined in the Security Agreement referred to below) listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses (as defined in the Security Agreement referred to below) identified in Schedule 1 annexed hereto;

WHEREAS, pursuant to a Credit Agreement, dated as of February 13, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Medaphis Corporation, a Delaware corporation (the "Company"), the various financial institutions as are or may from time to time become parties thereto (the "Lenders"), DLJ Capital Funding, Inc., as Syndication Agent, and Wachovia Bank, N.A., as Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Company;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of February 13, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, the Grantor is a Subsidiary of the Company;

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

WHEREAS, it is in the best interests of the Grantor to execute this Security Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Company by the Lenders and the Issuer pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Company pursuant to the Credit Agreement, and to

induce the Secured Parties to enter into Rate Protection Agreements, the Grantor hereby grants to the Administrative Agent, for its own benefit and the benefit of the Secured Parties, a continuing security interest in and to all of the Grantor's right, title and interest in and to all of the following property, whether now owned or existing or hereafter acquired or arising and regardless of where located (all being collectively referred to as the "Trademark Collateral"):

(i) each Trademark (as defined in the Security Agreement), including, without limitation, each Trademark registration and application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business symbolized thereby or associated with each of them:

(ii) each Trademark License (as defined in the Security Agreement), including, without limitation, each Trademark License identified in Schedule 1 annexed hereto, and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

The Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in its name, from time to time, in the Administrative Agent's discretion, so long as any Event of Default (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 13th day of February, 1998.

ASSETCARE, INC.

By: 

Name:

Title:

Acknowledged:

WACHOVIA BANK, N.A., as Administrative Agent

By: 

Name: Ann B. Edwards

Title: Assistant Vice President

Schedule 1
to AssetCare Trademark
Security Agreement

ASSETCARE, INC.

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADENAMES

* List is inclusive to the best of our knowledge without an internal audit.

A. Trademarks, Trademark Registrations and Tradenames

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ASSETCARE	1,802,910	Registered - 11/2/93
AC Assetcare & Design	1,814,035	Registered - 12/28/93
"Fax Collex"	1,751,524	Registered - 2/9/93
"AMERICAN CASH FLOW "	1,602,627 1,607,627	Cancelled 1/27/97
THE VACUUM CLINIC & Design	1,607,672	Cancelled 1/27/97
Stanford Health Services		
Patient Billing Services		
Credit Consultants, Inc.		
Nationwide Collections, Inc		
Northwest Financial Control		

NAW
7/6/98

B. Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Date Filed/Status</u>
"Fax Collects"	07/074,469	Abandoned - 6/12/93

EXCLUSIVE TRADEMARK LICENSES

* *List is inclusive to the best of our knowledge without an internal audit.*

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
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None.