

08-03-1998

FORM PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p>LanVision, Inc. One Financial Way, Suite 400 Cincinnati, Ohio 45242</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>The Hill Street Fund, L.P.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>300 Main Street</u></p> <p>City: <u>Cincinnati</u> State: <u>OH</u> ZIP: <u>45202</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input checked="" type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Designations must be a separate document from Assignment)</small></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: _____</p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark registration No.(s)</p> <p>1,683,663 1,899,716</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Joy E. Herald, Paralegal</u></p> <p>Internal Address: _____</p> <p><u>Keating, Muething & Klekamp, P.L.L.</u></p> <p><u>1800 Provident Tower</u></p> <p>Street Address: <u>One East Fourth Street</u></p> <p>City: <u>Cincinnati</u> State: <u>OH</u> ZIP: <u>45202</u></p>	<p>6. Total number of applications and registrations involved: <u>2</u></p> <p>7. Total fee (37 CFR 3.41):..... \$ <u>\$65.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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02 FC:482 25.00 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.

Timothy B. Matthews Timothy B. Matthews July 23, 1998

Name of Person Signing Signature Date

TRADEMARK
Total number of pages comprising cover sheet:
REEL: 1762 FRAME: 0296

SCHEDULE 1

FEDERAL TRADEMARK REGISTRATIONS

<u>NAME</u>	<u>REGISTRATION NUMBER</u>	<u>DATE REGISTERED</u>
ChartVision	1,683,663	April 21, 1992
VisionFlow	1,899,716	June 13, 1995

OTHER TRADEMARKS AND TRADENAMES

LanVision



COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES

WHEREAS, LANVISION, INC., an Ohio corporation, a corporation, with its chief executive office at One Financial Way, Suite 400, Cincinnati, Ohio 45242, ("Assignor"), has acquired, adopted and used, and is using, the trademarks and tradenames listed on Schedule 1 attached hereto and made a part hereof; and

WHEREAS, LanVision Systems, Inc., a Delaware corporation, ("Borrower") and THE HILLSTREET FUND, L.P., a Delaware limited partnership, ("Assignee" or "Lender") are parties to a certain Loan and Security Agreement dated of even date herewith (as the same may be amended, modified, supplemented or restated, and in effect from time to time, the "Loan Agreement"), providing for the extension of credit to be made to Borrowers by the Lender; and

WHEREAS, Assignor and Lender are parties to a Subsidiary Guaranty Agreement dated of even date herewith (as the same may be amended, modified, supplemented or restated, the "Guaranty" and collectively with the Loan Agreement, the "Security Documents") wherein Assignor has pledged certain collateral as additional security for the Obligations, as defined in the Loan Agreement.

WHEREAS, pursuant to the terms of the Security Documents, Assignor has granted to Assignee a security interest in substantially all the assets of Assignor including all right, title and interest of Assignor in, to and under all now owned or hereafter acquired, in said trademarks and tradenames and the applications or registrations thereof, to secure the payments of all amounts owing by Borrower under the Loan Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby grant, transfer, assign and convey a security interest to Assignee in all rights, titles and interests in and to the said trademarks and tradenames, together with the goodwill of the business symbolized by the trademarks and tradenames, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee:

(a) that Assignor is the sole and exclusive owner of the trademarks and tradenames and all rights comprised in the trademarks and tradenames and has the full authority to make this assignment;

(b) that the trademarks and tradenames have not heretofore been pledged, hypothecated or otherwise encumbered, except such encumbrances as have been released on or before the date hereof, and are in all aspects free and clear of any encumbrances;



- (c) that the validity of the trademarks and tradenames has never been questioned;
- (d) that Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights hereunder; and
- (e) that the trademarks and tradenames and all rights comprised in the trademarks and tradenames shall not be licensed or assigned in any manner without the prior written consent of Assignee.

This security interest is granted in conjunction with the security interests granted to Assignee pursuant to the Security Documents. Assignor hereby acknowledges and affirms that the rights and remedies of Assignee with respect to the security interest in the trademarks and tradenames made and granted hereby are more fully set forth in the Security Documents, the terms and provisions of which are incorporated herein by reference as though fully set forth herein.

[Remainder of page intentionally left blank. Signature page follows.]



THIS COLLATERAL ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of this 17th day of July, 1998.

LANVISION, INC.

By: J. Brian Patsy
Name: J. Brian Patsy
Title: Chief Executive Officer and President

STATE OF Ohio)
COUNTY OF Hamilton) SS:

On this 17th day of July, 1998, before me personally appeared J. Brian Patsy, the Chief Executive Officer and President of LanVision, Inc., who signed this instrument and acknowledged that he signed it as a free act on behalf of the corporation.

Denise D. Dyer
Notary Public
DENISE D. DYER
Notary Public for the State of Ohio
My Commission Expires 07/07/2000

