

08-21-1998

Docket No.:

7007/22191



Tab settings

To the Honorable Commissioner of Patents

100797475

Attached original documents or copy thereof.

1. Name of conveying party(ies):
Dynamic Helathcare Technologies, Inc.

MRD
8-17-98

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

Name: **Silicon Valley Bank**

Internal Address: **Suite 312**

Street Address: **3343 Peachtree Road NE**

City: **Atlanta** State: **GA** ZIP: **30326**

- Individual(s)
- General Partnership
- Corporation-State **Florida**
- Other

- Association
- Limited Partnership

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

- 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

3. Nature of conveyance:

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

Execution Date: **July 24, 1998**

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

A. Trademark Application No.(s)

75/140094 75/140664 75/171848
75/171847 75/408989

B. Trademark Registration No.(s)

1998500

Additional numbers attached? Yes No

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

Name: **Tammy M. Krieger**

Internal Address: **Morris, Manning & Martin, L.L.P.**

Suite 1600

Street Address: **3343 Peachtree Road NE**

City: **Atlanta** State: **GA** ZIP: **30326**

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

6

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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.

Tammy M. Krieger

Name of Person Signing

Tammy M. Krieger

Signature

August 13, 1998

Date

Total number of pages including cover sheet, attachments and document

5

08/21/98 09:00:00
40,00 LP
105,00 LP
01 FC:48
02 FC:48

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 24, 1998 by and between SILICON VALLEY BANK ("Bank") and DYNAMIC HEALTHCARE TECHNOLOGIES, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and Collaborative Medical Systems Corp. dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Grantor does hereby agree to register all of its Copyrights with the appropriate governmental agency within sixty (60) days of the date hereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this

0375992.01

TRADEMARK
REEL: 1771 FRAME: 0385

Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

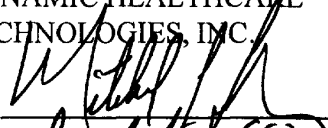
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor
101 Southall Lane
Maitland, Florida 32751

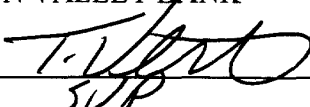
Attn: _____

Address of Bank:
3343 Peachtree Road, N.E.
Suite 312
Atlanta, Georgia 30326
Attn: Thomas Vertin

GRANTOR:

DYNAMIC HEALTHCARE
TECHNOLOGIES, INC.
By: 
Title: President & CEO

BANK:

SILICON VALLEY BANK
By: 
Title: SVP

SCHEDULE A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date

SCHEDULE B

Patents

Description	Registration/ Application Number	Registration/ Application Date

SCHEDULE C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
DynamicVision	75/140094 857,696	July 26, 1996 October 7, 1997/Canadian
Monitrax	75/140664	July 26, 1996
PACsPLUS+	75/171848 857,695	September 25, 1996 October 2, 1997/Canadian
Maxifile	75/408989 857,661	December 22, 1997 October 1, 1997 (Canadian)
Optima	1998500	April 2, 1993 Assigned from DMI
ASAP	75/171847	September 25, 1996