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09-17-1998



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HEET ILY	Docket No.: 7007-22191
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Collaborative Medical Systems Corp.

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

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

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) 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **July 24, 1998**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1549856

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:..... **1**

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


Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

09/16/1998 TTOM11 00000019 1549856
01 FC:581 40.00 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.

Tammy M. Krieger  **September 2, 1998**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **6**

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 COLLABORATIVE MEDICAL SYSTEMS CORP. ("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 Dynamic Healthcare Technologies, Inc. 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 hereby agrees to register all of its Copyrights with the appropriate governmental agency within sixty (60) days from 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

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exercise by Bank of any one or more of the rights, powers or remedies provided for in this 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

51 Sawyer Road
Waltham, MA 02154

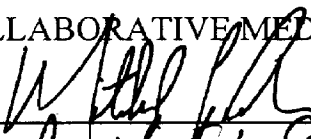
Attn: _____

Address of Bank:

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


GRANTOR:

COLLABORATIVE MEDICAL SYSTEMS CORP.

By: 
Title: President & Secretary

BANK:

SILICON VALLEY BANK

By: 
Title: SVP

SCHEDULE B

Patents

Description	Registration/ Application Number	Registration/ Application Date

SCHEDULE C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
CoPath	1549856 857,660	August 11, 1989 Canadian

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