

10-27-98

11-06-1998



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Docket No.:

7007/22886

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To the Honorable Commissioner of Patents

100870897

attached original documents or copy thereof.

1. Name of conveying party(ies):

Carecentric Solutions, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____

- Association
- Limited Partnership

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

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

Name: Silicon Valley Bank

Internal Address: Suite 312, East Tower

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 designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: October 2, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1977065 2044110 2044409
2170988 1974141

Additional numbers 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:..... **5**

7. Total fee (37 CFR 3.41):.....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

11/05/1998 SBURNS 00000161 1977065

01 FC:401 40.00 OP
02 FC:402 100.00 OP

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

Signature

October 22, 1998

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 1809 FRAME: 0768

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 2, 1998 by and between SILICON VALLEY BANK ("Bank") and CARECENTRIC SOLUTIONS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor 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.

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 Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

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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.

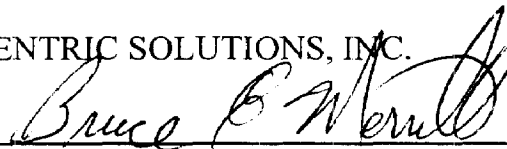
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor

Suite 200
11555 Medlock Bridge Road
Duluth, Georgia 30007
Attn: Bruce Merrill

GRANTOR:

CARECENTRIC SOLUTIONS, INC.


By: 
Title: COO

Address of Bank:

Suite 312, East Tower
3343 Peachtree Road, N.E.
Atlanta, Georgia 30326
Attn: Tom Vertin

BANK:

SILICON VALLEY BANK

By: 
Title: SVP

