

**RECORDER**  
**T**  
11/9/98

COVER SHEET  
12-04-1998

Tab settings

To the Honorable Commissioner of Patents

100913948

original documents or copy thereof.

1. Name of conveying party(ies):  
Thoroughbred Acquisition, Inc.

- Individual(s)
- General Partnership
- Corporation-State (GA)
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: October 23, 1998

2. Name and address of receiving party(ies)

Name: FINOVA Capital Corporation

Internal Address: \_\_\_\_\_

Street Address : 311 South Wacker Drive, Suite 4400

City: Chicago State: IL Zip: 60606

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation State Delaware

Other \_\_\_\_\_

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

A. Trademark Application No.(s)

B. Trademark Registration

1,583,358	1,959,803	1,330,595	1,800,032	1,800,036
2,104,073	1,414,772	1,650,407	1,364,302	

Additional numbers attached?  Yes  No

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

Name: Federal Research Corp

Internal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

12/02/1998 DMBUYEN 00000350 1583358

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number: \_\_\_\_\_

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

01 FC:481 40.00 OP  
02 FC:482 200.00 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 of the original document.

Nancy A. Butler  
Name of Person

Nancy Butler  
Signature

11/9/98  
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 1821 FRAME: 0964

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of October 23, 1998, is between **THOROUGHbred ACQUISITION, INC.**, a Georgia corporation ("Debtor"), and **FINOVA CAPITAL CORPORATION**, a Delaware corporation ("Secured Party").

### RECITALS:

**A.** Debtor, InfoCure Corporation, a Delaware corporation, certain of their affiliates (individually a "Borrower" and collectively the "Borrowers"), and Secured Party have entered into that certain Second Amended and Restated Loan Agreement of dated as of February 24, 1998 (the "Original Loan Agreement"), as amended by that First Amendment to Loan Instruments of even date herewith (the "First Amendment") (the Original Loan Agreement, as amended by the First Amendment, and as the same further may be amended, modified, supplemented or restated from time to time, the "Loan Agreement") among Borrowers and Secured Party, pursuant to which Secured Party has agreed to make loans and other financial accommodations (collectively, the "Loans") to Borrowers, subject to the terms and conditions set forth in the Loan Agreement.

**B.** In connection with the Loan Agreement, Debtor has executed and delivered to Secured Party that certain Security Agreement of even date herewith (as the same may be amended, modified, supplemented or restated from time to time, the "Security Agreement").

**C.** As a condition precedent to the making of the Loans under the Loan Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the "Trademark Collateral" (as defined below) to secure Borrowers' Obligations (as defined in the Loan Agreement).

**D.** Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to induce Secured Party to make the Loans to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party, as follows:

**1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

**2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, to secure Borrowers' Obligations, Debtor does hereby grant to Secured Party a continuing security interest in all of the following Property of Debtor (collectively, the "Trademark Collateral"), whether now owned or existing and hereafter acquired or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. **Security Agreement.** This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. **Release of Security Interest.** Upon payment and performance in full of Borrowers' Obligations, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. **Acknowledgment.** Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and

provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. **Related Document, Etc.** This Agreement is a Loan Instrument executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

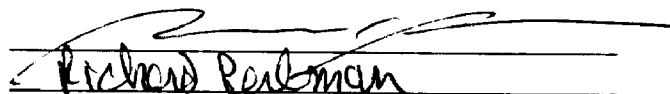
7. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

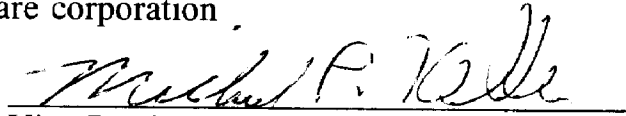
**THOROUGHbred ACQUISITION, INC.,** a  
Georgia corporation

By:

  
A duly authorized officer of Debtor

**FINOVA CAPITAL CORPORATION,** a  
Delaware corporation

By:

  
Vice President

STATE OF OHIO )  
 )  
COUNTY OF Montgomery )

SS.

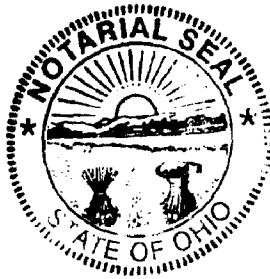
I, Martha Welch, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Richard Selman personally known to me to be an authorized officer of Thoroughbred Acquisition, Inc., a Georgia corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as an authorized officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25<sup>th</sup> day of October, 1998.

Martha Welch  
Notary Public

My Commission Expires:

\_\_\_\_\_



MARTHA M. WELCH, Notary Public  
in and for the State of Ohio  
My Commission Expires Sept 6 2000

STATE OF OHIO )  
 )  
COUNTY OF Montgomery )

SS.

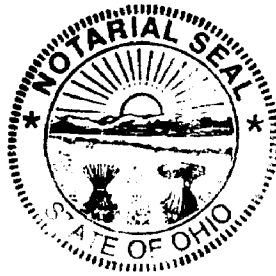
I, Martha Welch, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Michael Kellen, personally known to me to be a Vice President of FINOVA Capital Corporation, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of October, 1998.

Martha M. Welch  
Notary Public

My Commission Expires:

\_\_\_\_\_



MARTHA M. WELCH, Notary Public  
for and for the State of Ohio  
My Commission Expires Sept 6 2000

**Item A. Trademarks**

Registered Trademarks

Country	Trademark	Reg. Number	Reg. Date
United States	ARM	1,583,358	2/20/90
United States	FI2001 (stylized)	1,959,803	3/5/96
United States	FISCAL INFORMATION INC. FI (stylized)	1,330,595	4/16/85
United States	KREDO (stylized)	1,800,032	10/19/93
United States	KREDO (stylized)	1,800,036	10/19/93
United States	MEDPRINT+	2,104,073	10/7/97
United States	PAR	1,414,772	10/28/86
United States	SENTINEL SERIES	1,650,407	7/9/91
United States	TELEDUN	1,364,302	10/8/85

Pending Trademark Applications

None.

Trademark Applications in Preparation

None.

**Item B. Trademark Licenses**

None.