

OMB No. 0651-0011 (exp. 4/94)

TRADEMARKS

06-25-1999

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please recd



hereof.

6-21-99

1. Name of conveying party(ies):

WellMed, Inc.
WM, Inc.
NEHDC, Inc.

- Individual(s)
General Partnership
Corporation-State
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: 4-28-99

2. Nan. 101077898

Name: SILICON VALLEY BANK

Internal Address: ATTN: LOAN DOC. GROUP

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State CALIFORNIA
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 patent number(s):

A. Trademark Application No.(s)

75/308,732
75/355,656
75/330,877
75/519,503
75/523,051
75/520,002
75/628,305

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

SILICON VALLEY BANK
Name:

Internal Address: ATTN: LOAN DOC GROUP
NC # 816

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190 -

- Enclosed # 7984
Authorized to be charged to deposit account

8. Deposit account number:

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

06/24/1999 DNGUYEN 00000053 75308732

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 150.00 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.

MAGGIE GARCIA

Name of Person Signing

Maggie Garcia

Signature

6-9-99

Date

RCS/ISI

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 TRADEMARK

REEL: 001918 FRAME: 0611

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 28, 1999 by and between SILICON VALLEY BANK ("Bank") and WellMed, Inc., WM, Inc. and NEHDC, 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 and Grantor dated April 28, 1999 (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, Patents, and Mask Works 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 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:

1220 SW Morrison, Suite 900
Portland, OR 97205

Attn: Axel Flichtlsch

Address of Grantor:

1220 SW Morrison, Suite 900
Portland, OR 97205

Attn: Axel Flichtlsch

1220 SW Morrison, Suite 900
Portland, OR 97205

Attn: Axel Flichtlsch

Address of Bank:

11000 SW Stratus, Ste. 170
Beaverton, OR 97008-7113

Attn: _____

GRANTOR:

WellMed, Inc.

By: [Signature] [Signature]

Title: CFO CEO

WM, Inc.

By: [Signature] [Signature]

Title: CFO CEO

NEHDC, Inc.

By: [Signature] [Signature]

Title: CFO CEO

BANK:

SILICON VALLEY BANK

By: [Signature]

Title: V.P.

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

All source code and materials are marked
copyrighted and dated

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
US Patent Appn. Serial No. 09/183,687 (Parent Appn. 60/064,332) Method of Managing and Controlling Access to Personal Information	09/183,687	10/30/98

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MEDTOUCH	75/308,732	6-13-97
NEHDC	75/355,656	9-12-97
NEHDC	75/330,877	7-25-97
WELLMED	75/579,503	3-29-99
Health Quotient	pending 75/523051	3-4-99 and 7-21-98
HQ	75/520002	7-16-98
ABOUTHEALTH	75/628305	1-26-99

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

To: Doug Hancock
 From: Axel
 Fax 279-7068

Schedule 5.12 Intellectual Property

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Status</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Applicant</u>
MEDTOUCH	Pending	75/308,732	6/13/97	National Emergency Health Data Center LLC
NEHDC	Pending	75/355,656	9/12/97	National Emergency Health Data Center I.I.C
NEHDC	Pending	75/330,877	7/25/97	National Emergency Health Data Center LLC

NAME RESERVATIONS

<u>Name Reservation</u>	<u>State</u>	<u>Expires</u>
INFO ON CALL	Ohio	5/21/99
MedTOUCH	Ohio	5/21/99

PATENTS

<u>Serial No.</u>	<u>Name</u>	<u>Filed</u>	<u>Status</u>
U.S. Patent Appn. Serial No. 09/183,687 (Parent Appn. 60/064,332)	METHOD OF MANAGING AND CONTROLLING ACCESS TO PERSONAL INFORMATION	10/30/98	Pending