



To the Honorable Commissioner

101182720

the attached original documents or copy thereof.

1. Name of conveying party(ies):

eMed Technologies Corporation

- Individuals
- General Partnership
- Corporate-State Delaware
- 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: September 30, 1999

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

Name: Fleet National Bank

Internal Address:

Street Address: One Federal Street

City: Boston State MA ZIP 02110

- 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
(Designation 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)

None

B. Trademark Registration No.(s)

- 1.) 2,072,753
- 2.) 1,965,898
- 3.) 1,628,061
- 4.) 2,251,423

Additional numbers attached? Yes No

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

Name: Jonathan R. Harris, Esq.

Internal Address:

Street Address: Edwards & Angell, LLP
101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 4

7. Total fee (37 CFR 3.41)..... \$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

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

10/21/1999 RTHA11 00000166 2072733

DO NOT USE THIS SPACE

01 EC:AA1 40.00 OP
02 F0452 statement and signature: 75.00 OP

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.

Judy Radoccia
Name of Person Signing

Signature

October 19, 1999
Date

Total number of pages including cover sheet, attachments, and document 5

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

U:\CJ\FORMS\1594.P

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, eMED TECHNOLOGIES CORPORATION, a Delaware corporation, with a principal place of business at 25 Hartwell Avenue, Lexington, MA 02173 (formerly known as "ACCESS Radiology Corporation") (the "Company") and FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110 (the "Bank") are parties to an Inventory, Accounts Receivable and Intangibles Security Agreement dated as of May 16, 1997, as amended (as so amended, the "Security Agreement") given by said ACCESS Radiology Corporation to the Bank and are also parties to a related letter agreement, as amended (as so amended, the "Letter Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to

TRADEMARK

REEL: 001977 FRAME: 0313

**SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)**

TRADEMARKS

Marks with Federal Registration

<u>Marks</u>	<u>Reg. No./Reg. Date</u>	<u>Use</u>
FRAMEWAVE	2,072,753/June 17, 1997	Computer hardware and software for the acquisition, compression and transmission of medical images on communication equipment
E-MED*	1,965,898/April 2, 1996	Medical electronic imaging system comprised of a computer, and monitor, printer and modem for use in storing and displaying radiology imaging information
PHOTOPHONE*	1,628,061/December 18, 1990	Video communication terminals
PACSPRO*	2,251,423/June 8, 1999	Computer software, namely, an image archive

*Previously registered in the name of Raytheon E-Systems, Inc.