

01-05-2000

VER SHEET

Docket No.:

ONLY

7007-26244



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record the attached original documents or copy thereof.

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12-11-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #34
...g's, Inc.

MKD
12-11-99

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

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

3. Nature of conveyance:

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

Execution Date: September 9, 1999

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

Name: SILICON VALLEY BANK

Internal Address: _____

Street Address: 3343 Peachtree Road, N.E., Suite 312

City: Atlanta State: GA ZIP: 30326

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,341,434

Additional numbers Yes No

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

Name: Morris, Manning & Martin, L.L.P.

Internal Address: _____

1600 Atlanta Financial Center

Street Address: 3343 Peachtree Road, N.E.

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:

N/A

01/04/2000 DNGUYEN 00000191 1341434

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40.00

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.

M. Sandlin Grimm, Esq.

Name of Person Signing

Signature

12-7-99

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002006 FRAME: 0513

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 2, 1999 by and between SILICON VALLEY BANK ("Bank") and SIMIONE CENTRAL HOLDINGS, 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 of even date (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 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:

6600 Powers Ferry Rd
ATLANTA GA 30339

Attn: REID HOKOVITZ

GRANTOR:

SIMIONE CENTRAL HOLDINGS, INC.

By: [Signature]
Title: Treasurer

Address of Bank:

3343 Peachtree Road, N.E.
Suite 312
Atlanta, Georgia 30326
Attn: Angela Hart

BANK:

SILICON VALLEY BANK

By: [Signature]
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MAPPLINK (Pending)	75-546,695	September 2, 1998
SC and Design (Pending)	75-546,671	September 2, 1998
MAPPSCAN (Pending)	75-546,670	September 2, 1998
MAPPLUS (Pending)	75-546,669	September 2, 1998
SIMIONE CENTRAL (Pending)	75-485,623	May 15, 1998
MANAGED AVENUES OF PATIENT PROGRESS (Pending)	75-485-608	May 15, 1998
MAPP (Pending)	75-485-600	May 15, 1998
InfoMed	1,341,434	June 11, 1988
<i>① These Trademarks will be abandoned</i>		
		<i>SMH CFH</i>

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EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>

#534716 v1 - IP Agreement/SimioneCentralHol