

01-27-2000

1-5-2000



FORM PTO-1594  
(Rev 5-93)

101251927

SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): NEXTRX CORPORATION</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: WASHINGTON Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: December 30, 1999</p>	<p>2. Name and address of receiving party(ies): Name: IMPERIAL BANK Address: 5330 CARILLON POINT City: KIRKLAND State: WA Zip: 98033</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other: a California chartered bank</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No.(s)</p> <table border="0"> <tr><td>75/721,585</td><td>75/593,630</td></tr> <tr><td>75/593,044</td><td>75/592,494</td></tr> <tr><td>75/535,770</td><td>75/535,085</td></tr> <tr><td>75/534,880</td><td>75/534,879</td></tr> <tr><td>75/534,863</td><td>75/534,259</td></tr> <tr><td>75/534,258</td><td>75/534,257</td></tr> </table>	75/721,585	75/593,630	75/593,044	75/592,494	75/535,770	75/535,085	75/534,880	75/534,879	75/534,863	75/534,259	75/534,258	75/534,257	<p>B. Trademark Registration No.(s)</p>
75/721,585	75/593,630												
75/593,044	75/592,494												
75/535,770	75/535,085												
75/534,880	75/534,879												
75/534,863	75/534,259												
75/534,258	75/534,257												
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Erin O'Brien Internal Address: GRAY CARY WARE &amp; FREIDENRICH 401 B Street, Suite 1700 San Diego, California 92101-4297</p>	<p>6 Total number of applications and registrations involved: <b>12</b></p>
<p>7. Total fee (37 CFR 3.41) . . . . . \$315.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p>	
<p>8. Deposit account number: <u>07-1907</u> (Attach duplicate copy of this page if paying by deposit account)</p>	

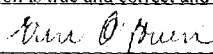
01/24/2000 JSHABAZZ 00000209 07:007 75721585

01 FC:481 40.00 CH  
02 FC:482 275.00 CR

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 copy of the original document.

Erin O'Brien  January 4, 2000

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [ 6 ]

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

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1090371-928700

TRADEMARK  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 30, 1999 by and between IMPERIAL BANK ("Bank") and NEXTRX CORPORATION, a Washington corporation ("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 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).

B. 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.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Exhibits 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 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

GRANTOR:

Address of Grantor:

22122 20th Avenue SE, Suite 163  
Bothell, WA 98021-4441

Attn: Debra Smith, CFO

NEXTRX CORPORATION

By: 

Title: Chief Financial Officer

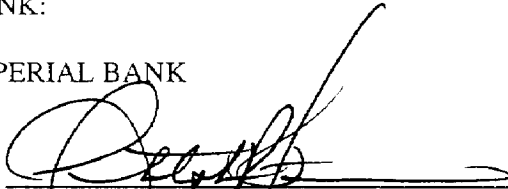
BANK:

Address of Bank:

5330 Carillon Point  
Kirkland, WA 98033

Attn: Chris Fenner

IMPERIAL BANK

By: 

Title: VP

EXHIBIT A

Copyrights

Description

Registration  
Number

Registration  
Date

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Automated Pharmaceutical Management And Dispensing System	09/085,968	
Automated Medication Dispensing Cart	09/204,814	
Medication Handling System for Use in Loading Medication Carts	09/324,682	
Medication Package Ejection Apparatus	(pending)	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Nextpatient	75/721,585	06/04/99
Automating True Unit Dose	75/593,630	11/23/98
Nextcentral	75/593,044	11/20/98
Nextcart	75/592,494	11/20/98
Nextrx	75/535,770	08/11/98
All the Way to the Bedside	75/535,085	08/12/98
All the Way to the Bedside	75/534,880	08/12/98
All the Way to the Bedside	75/534,879	08/12/98
All the Way to the Bedside	75/534,863	08/12/98
Nextrx	75/534,259	08/11/98
Nextrx	75/534,258	08/11/98
Nextrx	75/534,257	08/11/98