

02-29-2000



FORM PTO-1594
(Rev 5-93)

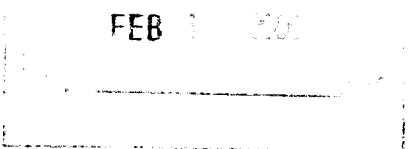
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

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<p>1. Name of conveying party(ies): ASTERION.COM, INC.</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: DELAWARE 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: January 28, 2000</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) & 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>75/799,070</td><td>75/799,069</td><td>75/797,594</td></tr> <tr><td>75/797,593</td><td>75/797,592</td><td>75/797,591</td></tr> <tr><td>75/797,590</td><td>75/797,589</td><td>75/797,588</td></tr> <tr><td>75/797,587</td><td>75/797,586</td><td>75/797,584</td></tr> <tr><td>75/797,583</td><td>75/797,582</td><td>75/729,784</td></tr> <tr><td>75/729,783</td><td>75/505,560</td><td>75/505,559</td></tr> </table> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	75/799,070	75/799,069	75/797,594	75/797,593	75/797,592	75/797,591	75/797,590	75/797,589	75/797,588	75/797,587	75/797,586	75/797,584	75/797,583	75/797,582	75/729,784	75/729,783	75/505,560	75/505,559	<p>B. Trademark Registration No.(s) 2,091,627</p>
75/799,070	75/799,069	75/797,594																	
75/797,593	75/797,592	75/797,591																	
75/797,590	75/797,589	75/797,588																	
75/797,587	75/797,586	75/797,584																	
75/797,583	75/797,582	75/729,784																	
75/729,783	75/505,560	75/505,559																	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 401 B Street, Suite 1700 San Diego, California 92101-4297</p>	<p>6 Total number of applications and registrations involved: 19</p> <p>7. Total fee (37 CFR 3.41) \$515.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 07-1907</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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 31, 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

02/29/2000 TTON11 00000097 071907 2091627
01 FC:481 40.00 CH
02 FC:482 450.00 CH
SDN1337480.1
1090371-931400

TRADEMARK
REEL: 002027 FRAME: 0571

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 28, 2000 by and between IMPERIAL BANK ("Bank") and ASTERION.COM, INC., a Delaware corporation, formerly known as Asterion, 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 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.

Address of Grantor:

901 Powell Avenue SW, Suite 200
Renton, WA 98055

Attn: Chief Executive Officer

GRANTOR:

ASTERION.COM, INC.

By: 

Title: CEO

Address of Bank:

5330 Carillon Point
Kirkland, WA 98033

Attn: Robert Van Nortwick

BANK:

IMPERIAL BANK

By: 

Title: ASST VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Asterion information management system.	TXu838036	01/27/98

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Method and System for Electronically Managing and Reimbursing Medical Care	09/113,939	07/10/98

PA1986218.1
1090371-931400

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Claims Navigator	75/799,070	09/13/99
Claims Navigator	75/799,069	09/13/99
CAP Navigator	75/797,594	09/13/99
CAP Navigator	75/797,593	09/13/99
The right patient to the right provider for the right reason	75/797,592	09/13/99
The right patient to the right provider for the right reason	75/797,591	09/13/99
Bringing the internet to healthcare	75/797,590	09/13/99
Bringing the internet to healthcare	75/797,589	09/13/99
Building internet communities for managed care	75/797,588	09/13/99
Building internet communities for managed care	75/797,587	09/13/99
Complete Prospective Management	75/797,586	09/13/99
Complete Prospective Management	75/797,584	09/13/99
Asterion clinical care navigator	75/797,583	09/13/99
Asterion clinical care navigator	75/797,582	09/13/99
Asterion.com	75/729,784	06/16/99
Asterion.com	75/729,783	06/16/99
Referral Navigator	75/505,560	06/19/98
Referral Navigator	75/505,559	06/19/98
Asterion	2,091,627	08/26/97

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