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03-15-2000

Department of Commerce
Trademark Office
DEMARK

02-22-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #30

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

03/14/2000 DC0ATES 00000137 2034684

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
150.00 OP

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

TRADEMARK
REEL: 002033 FRAME: 0920

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="2034684"/>	<input type="text" value="1930685"/>	<input type="text" value="1299413"/>
<input type="text" value="2111413"/>	<input type="text" value="1719664"/>	<input type="text" value="1788021"/>
<input type="text" value="1833758"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Richard L. Haury, Jr., Esq.

Name of Person Signing

Signature

2/16/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

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Trademark Application Number(s)

Registration Number(s)

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02-22-2000

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DEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 28, 1999, is by and among **Medical Dynamics, Inc.**, a Colorado corporation ("MEDY"), **Computer Age Dentist, Inc.**, a California corporation and wholly owned subsidiary of MEDY ("CADI" who along with MEDY is collectively referred herein as the "Debtors") and **InfoCure Corporation**, a Delaware corporation ("Secured Party").

RECITALS:

A. Debtors (individually a "Borrower" and collectively the "Borrowers") and Secured Party have entered into that certain Loan and Security Agreement of even date herewith (as the same may be amended, modified, supplemented or restated, from time to time, the "Loan Agreement"), pursuant to which Secured Party has agreed to make a loan (the "Loan") to Borrowers, subject to the terms and conditions set forth in the Loan Agreement.

B. In connection with and as part of the Loan Agreement, each Borrower has granted Secured Party a first priority security interest in certain Collateral, as more fully described in the Loan Agreement.

C. As a condition precedent to the making of the Loan under the Loan Agreement, each Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the "Trademark Collateral" (as defined below) to secure Borrowers' Obligations.

D. Each Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to induce Secured Party to make the Loan to Borrowers pursuant to the Loan Agreement, each Debtor agrees, for the benefit of Secured Party, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, to secure Borrowers' Obligations, each Debtor does hereby grant to Secured Party a continuing security interest in all of the following Property of such Debtor (collectively, the "Trademark Collateral"), whether now owned or existing and hereafter acquired or arising:

A. All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the

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foregoing items in this clause A. being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

B. All Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

C. All reissues, extensions or renewals of any of the items described in clauses A. and B.;

D. All of the goodwill of the business connected with the use of, and symbolized by the items described in clauses A. and B.; and

E. All proceeds of, and rights associated with, the foregoing, including any claim by such Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. Loan Agreement. This Agreement has been executed and delivered by each Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Loan Agreement. The Loan Agreement (all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon payment and performance in full of Borrowers' Obligations, Secured Party shall, at Debtors' expense, execute and deliver to Debtors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgement. Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. Related Documents, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together, but one and the same agreement.

[Remainder Of The Page Intentionally Left Blank].

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MEDY:

Medical Dynamics, Inc.

By: _____
Its: _____

CADI:

Computer Age Dentist, Inc.

By: _____
Its: _____

SECURED PARTY:

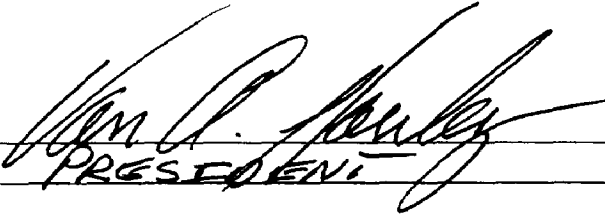
InfoCure Corporation

By: James K. Price
Its: Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

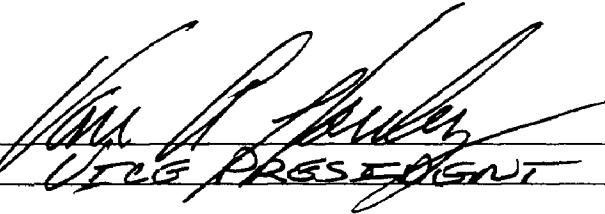
MEDY:

Medical Dynamics, Inc.

By: 
Its: PRESIDENT

CADI:

Computer Age Dentist, Inc.

By: 
Its: VIC PRESIDENT

SECURED PARTY:

InfoCure Corporation

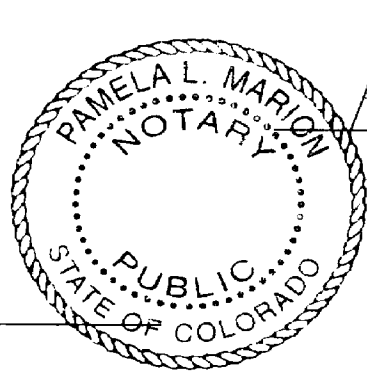
By: _____
Its: _____

STATE OF Colorado
COUNTY OF Arapahoe

SS

I, Pamela G. Marion notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Mr. H. Hardy personally known to me to be an President of Medical Dynamics, Inc. and Computer Age Dentist, Inc., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instruments as officer of said corporations, pursuant to authority, given by the Board of Directors of said corporations as such person's free and voluntary act, and as the free and voluntary act and deed of said corporations, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of October, 1999.



Pamela G. Marion
Notary Public

My Commission Expires:

My Commission Expires 11/23/2002

PRINCIPAL SECURITY DOCUMENTS

Trademark Security Agreement by MEDY and CADI.

ATTACHMENT 1

Description of Trademarks and Trademark Applications

<u>TRADEMARK</u>	<u>NUMBER</u>	<u>DATE</u>	<u>COMPANY</u>	<u>REG</u>
COMPUTER AGE DENTIST	74-412,325	02/04/97	Computer Age Dentist	2,034,684
O.M.S. PLUS	74-486,398	10/31/95	Computer Age Dentist	1,930,685
MEDICAL DYNAMICS	444,539	10/09/84	Medical Dynamics, Inc.	1,299,413
TRUE VISION	75-137,768	11/04/97	Medical Dynamics, Inc.	2,111,413
ADAIR/VERESS NEEDLE	74-148,210	09/22/92	Medical Dynamics, Inc.	1,719,664
BAYNE/PAP BRUSH	74-093,977	08/17/93	Medical Dynamics, Inc.	1,788,021
LAP-WRAP	74-424,754	05/03/94	Medical Dynamics, Inc.	1,833,758