

03-23-2000



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HEET

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Docket No.:

16281/1

PT 0-1594 (Modified)  
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C 351-0011 (exp. 4/94)  
nt: 994-97 LegalStar  
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the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Leernout & Hauspie Speech Products, N.V.**  
**Flanders Language Valley 50, B-8900**  
**Leper, BELGIUM**

- Individual(s)  Association  
General Partnership  Limited Partnership  
Corporation-State  Leper, Belgium  
Other \_\_\_\_\_

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

Nature of conveyance:

- Assignment  Merger  
Security Agreement  Change of Name  
Other  **Termination of Trademark Security Agreement**

Execution Date: **December 20, 1999**

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

Name: Applied Voice Recognition, Inc., d/b/a e-Docs.net

Internal Address: Suite 111

Street Address: 4615 Post Oak Place

City: Houston State: TX ZIP: 77027

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from  
Additional name(s) & address(es)  Yes  No

A. Trademark Application No(s) or registration numbers(s):

Trademark Application No.(s)  
**See Attached Continuation Sheet**

B. Trademark Registration No.(s)

**See Attached Continuation Sheet**

Additional numbers  Yes  No

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

Name: Mark S. Leonardo, Esq.

Internal Address: Brown, Rudnick, Freed & Gesmer, P.C.

Street Address: One Financial Center, 18th Floor

City: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved: **28**

7. Total fee (37 CFR 3.41): \$ **715.00**

- Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

any excess or insufficiency only to: 50-0369

000 DNGUYEN 00000163 75271908

DO NOT USE THIS SPACE

81 40.00 OP  
82 675.00 OP

Statement and signature.

I, 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.

**Mark S. Leonardo (41,433)**

**February 18, 2000**

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

**19**

**TRADEMARK**

**REEL: 002037 FRAME: 0959**

**ATTACHMENT TO:**

**TRADEMARKS RECORDATION FORM COVER SHEET  
UNITED STATES PATENT AND TRADEMARK OFFICE**

Docket No. 16281/1

**#1. Continuation of Name of conveying party(ies):**

L&H Investment Co., N.V.  
Pla Koningsstratt 215  
B-1210  
Brussels, Belgium

**#4. Continuation of Application Number(s) or Registration Number(s):**

A. Trademark Applications.

<b>Trademark Application No.</b>	<b>Date of Filing</b>
75/271,908	
75/271,909	
75/271,910	
75/271,911	
75,271,988	
75/271,989	
75/310,333	06/17/1997
75/363,236	09/25/1997
75,362,975	
75/363,233	09/25/1997
75/478,828	05/04/1998
75/590,051	11/17/1998
75/590,050	11/17/1998
75/630,460	01/29/1999
75/630,461	01/29/1999
75/689,831	04/23/1999
75/639,832	02/12/1999
75/645,697	02/23/1999
75/645,696	02/23/1999
75/686,956	04/20/1999
75/741,688	06/25/1999
75/741,678	06/25/1999

<b>Trademark Registration Nos.</b>
2,285,798
2,168,908
2,194,983
2,201,084
2,161,767
2,278,536

#881938

# TERMINATION OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT** (this "Termination") is executed to be effective as of the 20<sup>th</sup> day of December, 1999 (the "Effective Date"), by and between **L&H INVESTMENT COMPANY, N.V.**, a Belgium company ("LHIC"), **LERNOUT & HAUSPIE SPEECH PRODUCTS, N.V.**, a Belgium company ("LHSP"; LHIC and LHSP are sometimes hereinafter collectively referred to as "L&H"), and **APPLIED VOICE RECOGNITION, INC.**, a Delaware corporation ("AVRI").

## WITNESSETH:

**WHEREAS**, L&H and AVRI executed that certain Trademark Security Agreement dated November 5, 1999 (the "Trademark Security Agreement"), whereby AVRI granted to L&H a first lien priority security interest in and to all trademarks owned by AVRI and more particularly described therein;

**WHEREAS**, on even date herewith and effective as of the Effective Date, LHIC and Lonestar Medical Transcription USA, Inc., a Delaware corporation ("Lonestar"), on the one hand, and AVRI, e-DOCS Health Care Information Services, Inc., and A Word Above, Inc. (collectively, "Sellers"), on the other hand, have executed that certain Asset Purchase Agreement (the "Purchase Agreement"), with respect to the conveyance of certain assets, and the assignment and assumption of certain liabilities, of Sellers;

**WHEREAS**, L&H and AVRI desire to terminate the Trademark Security Agreement in accordance with the terms of the Purchase Agreement;

**NOW, THEREFORE**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by AVRI to L&H, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

1. **Termination of Trademark Security Agreement.** L&H and AVRI hereby mutually agree that the Trademark Security Agreement be, and hereby is, terminated as of the Effective Date.
2. **Governing Law.** This Termination shall be construed in accordance with the laws of the State of Texas.
3. **Further Assurances.** The parties hereto agree to execute and deliver such instruments as are reasonably necessary to effectuate the transactions contemplated by this Termination, including, but not limited to, the execution and delivery by L&H to AVRI of (a) a

UCC-3 amendment terminating the existing financing statement evidencing L&H's security interest in the collateral set forth in the Trademark Security Agreement, and (b) all documents necessary to be filed with the United States Patent and Trademark Office to evidence the termination of the Trademark Security Agreement recorded with such office.

4. **Binding Effect**. This Termination and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of AVRI and L&H, and their respective successors and assigns.

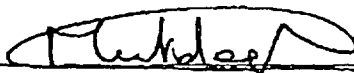
5. **Counterparts**. This Termination may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same Termination.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Termination this \_\_\_ day of January, 2000, to be effective as of the Effective Date.

**LHIC:**

**L & H INVESTMENT COMPANY, N.V.,** a Belgium company

By:   
Name: CHANTAL MEESTDAGH  
Title: DIRECTOR

**LHSP:**

**LERNOUT & HAUSPIE SPEECH PRODUCTS, N.V.,** a Belgium company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AVRI:**

**APPLIED VOICE RECOGNITION, INC.,** a Delaware corporation

By: \_\_\_\_\_  
Timothy J. Connolly, Chairman of the Board

Signature Page  
To  
Termination of Trademark Security Agreement

IN WITNESS WHEREOF, the parties have executed this Termination this \_\_\_ day of January, 2000, to be effective as of the Effective Date.

LHIC:

L & H INVESTMENT COMPANY, N.V., a Belgium company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LHSP:

LERNOUT & HAUSPIE SPEECH PRODUCTS, N.V., a Belgium company

By: ~~\_\_\_\_\_~~  
Name: Damenela Carl  
Title: CA VP Finance

AVRI:

APPLIED VOICE RECOGNITION, INC., a Delaware corporation

By: \_\_\_\_\_  
Timothy J. Connolly, Chairman of the Board

Signature Page

IN WITNESS WHEREOF, the parties have executed this Termination this \_\_\_\_ day of January, 2000, to be effective as of the Effective Date.

**LHIC:**

**L & H INVESTMENT COMPANY, N.V.,** a  
Belgium company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LHSP:**

**LERNOUT & HAUSPIE SPEECH  
PRODUCTS, N.V.,** a Belgium company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AVRI:**

**APPLIED VOICE RECOGNITION, INC.,** a  
Delaware corporation

By: \_\_\_\_\_  
Timothy J. Connolly, Chairman of the Board

Signature Page  
To  
Termination of Trademark Security Agreement



## TRADEMARK SECURITY AGREEMENT

AGREEMENT dated as of November 5, 1999 made by APPLIED VOICE RECOGNITION, INC., a Delaware corporation doing business as e-Docs.net with its principal place of business at 4615 Post Oak Place, Suite 111, Houston, Texas 77027, its successors, assigns and other legal representatives ("Borrower"), in favor of LERNOUT & HAUSPIE SPEECH PRODUCTS N.V. ("Lernout"), a Belgian corporation with a place of business at Flanders Language Valley 50, B-8900, Ieper, Belgium, L&H INVESTMENT CO. N.V. ("L&H Investment"), a Belgian corporation with a place of business at Pla Koningsstraat 215, B-1210, Brussels, Belgium, and each of its respective successors, assigns, and other legal representatives (collectively, with Lernout and L&H Investment, the "Secured Party").

### WITNESSETH:

WHEREAS, Borrower and Lernout are parties to a Convertible Secured Promissory Note Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), a certain Promissory Note dated of even date herewith issued to Lernout by Borrower (the "Lernout Note") and certain agreements, documents and instruments entered into pursuant thereto or in connection therewith, as may be amended, modified or supplemented from time to time (collectively with the Purchase Agreement and the Lernout Note, the "Lernout Loan Documents"), pursuant to which Lernout has agreed to make a loan to Borrower; and

WHEREAS, Lernout's willingness to enter into the Lernout Loan Documents and make the loan and credit accommodations available thereunder is subject to the condition, among others, that Borrower execute and deliver this Agreement; and

WHEREAS, Borrower and L&H Investment are parties to a Convertible Promissory Note Purchase Agreement dated as of May 24, 1999 (the "L&H Investment Agreement"), a certain Promissory Note dated May 24, 1999 issued to L&H Investment by Borrower (the "L&H Investment Note"), and certain agreements, documents and instruments entered into pursuant thereto, or in connection therewith, as may be amended, modified or supplemented from time to time (collectively with the L&H Investment Agreement and the L&H Investment Note, the "L&H Investment Loan Documents," and together with the Lernout Loan Documents, the "Loan Documents");

NOW, THEREFORE, in consideration of the premises and for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in addition to, and not in limitation of, any rights of the Secured Party under the Loan Documents, Borrower hereby agrees for the benefit of Secured Party as follows:

#### 1. DEFINITIONS.

1.1 All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan Documents. In addition, the

following terms shall have the meanings set forth in this Section 1 or elsewhere in this Security Agreement referred to below:

“Agreement” shall mean this Trademark Security Agreement, as it may be amended or supplemented from time to time.

“Proceeds” shall mean any consideration received from the sale, exchange, license, lease or other transfer or disposition of any right, interest, asset or property which constitutes Trademark Collateral, any value received as a consequence of the ownership, possession, or use of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes Trademark Collateral.

“PTO” shall mean the United States Patent and Trademark Office.

“Trademarks” shall mean all of the trademarks, trademark applications, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of the Borrower, which: (i) are set forth on Schedule A attached hereto; or (ii) have been adopted, acquired, owned, held or used by the Borrower and are now owned, held or used by the Borrower, in the Borrower's business, or with the Borrower's products and services, or in which the Borrower has any right, title or interest; or (iii) are in the future adopted, acquired, owned, held and/or used by the Borrower in the Borrower's business or with the Borrower's products and services, or in which the Borrower in the future acquires any right, title or interest.

“Trademark Collateral” shall mean all of the Borrower's right, title and interest (to the extent Borrower has any such right, title or interest) in and to all of the Trademarks, the Trademark Registrations, the Trademark Rights, and all additions, improvements and accessions to, substitutions for, replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing. The parties acknowledge and agree that Trademarks and Trademark Rights owned by third parties and licensed to the Borrower, including Trademarks and Trademark Rights in products or components owned by third parties and integrated into the Borrower's products under a license agreement, shall be encumbered under this Agreement only to the extent of the Borrower's license rights therein.

“Trademark Registrations” shall mean all past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Borrower or the Secured Party, and to take any and all actions

necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

"Trademark Rights" shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Borrower or the Secured Party for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury.

"Use" of any Trademark shall include all uses of such Trademark by, for or in connection with the Borrower or its business, products and/or services or for the direct or indirect benefit of the Borrower or its business, products and/or services, including, but not limited to, all such uses by the Borrower itself, by any of the affiliates of the Borrower, or by any licensee or contractor of the Borrower.

1.2. UCC Terms. Unless otherwise defined herein or in the Loan Documents, terms used in Article 9 of the Uniform Commercial Code of the State of Texas (the "UCC" or the "Code") are used herein as therein defined.

1.3. Rules of Interpretation. All definitions (whether set forth herein or by reference) shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" or the phrase "but not limited to." All reference herein to Sections, Exhibits and Schedules shall be deemed references to Sections of and Exhibits and Schedules to this Agreement unless the context otherwise requires.

## 2. GRANT OF SECURITY.

2.1 Grant of Security Interest. As collateral security for the complete and timely payment, performance and satisfaction of all Obligations (as defined in the Security Agreement from Borrower to Secured Party dated as of the date hereof), the Borrower hereby unconditionally grants to the Secured Party a continuing security interest in and first priority lien on the Trademark Collateral, and pledges, mortgages and hypothecates the Trademark Collateral to the Secured Party.

2.2 Supplemental to Loan Documents. The parties expressly acknowledge and agree that the Borrower has executed and delivered the Loan Documents pursuant to which the Borrower unconditionally granted to the Secured Party a continuing security interest in and first priority lien on the Collateral (including the Trademark Collateral). In no event shall this

Agreement, or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Loan Documents, the security interest of the Secured Party in the Collateral (including the Trademark Collateral) pursuant to the Loan Documents, the attachment and perfection of such security interest under the UCC Code, or the present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Loan Documents, this Agreement and/or the Code. Any and all rights and interests of the Secured Party in and to the Trademark Collateral (and any and all obligations of the Borrower with respect to the Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Borrower) in, to or with respect to the Collateral (including the Trademark Collateral) provided in or arising under or in connection with the other Loan Documents.

3. REPRESENTATIONS AND WARRANTIES. The Borrower represents and warrants to, and covenants and agrees with, Secured Party, as follows:

3.1 Title. Except as set forth in the Purchase Agreement or in this Agreement, the Borrower is and will continue to be the sole and exclusive owner of the entire legal and beneficial right, title and interest in and to the Trademark Collateral and Trademarks, free and clear of any lien, charge, security interest or other encumbrance, except for the security interest and conditional assignment created by this Agreement, and the Loan Documents, and except for liens and encumbrances explicitly permitted pursuant to the Loan Documents. The Borrower will defend its right, title and interests in and to the Trademarks and the Trademark Collateral against claims of any third parties.

3.2 Maintenance of Trademark Collateral. The Borrower shall take such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as are necessary and appropriate to maintain, protect, preserve, care properly for and enforce the Trademarks and the Trademark Registrations, Trademark Rights and to preserve the Borrower's rights in the Trademarks. Without limiting the generality of the foregoing, the Borrower shall pay when due such fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Trademark Collateral. The Borrower shall not abandon or dedicate to the public any of the Trademarks or related Trademark Rights, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any Trademark or related Trademark Right or loss of or adverse effect on any rights in any Trademark or related Trademark Right.

3.3 No Conflicting Agreements. The Borrower shall not take any actions or enter into any agreements, including, but not limited to, any actions or agreements for the assignment, sale, transfer, license, disposition, grant of any interest in or encumbrance of any of the Trademark Collateral, which are inconsistent with or would or might impair in any way the Borrower's representations, warranties and covenants herein, without the prior written consent of the Secured Party (which consent can be granted or withheld in the Secured Party's sole discretion); provided, however, that, notwithstanding any other provision of this Agreement, so long as no Event of Default shall have occurred and be continuing, or (notwithstanding an Event

of Default) if the Borrower obtains prior written consent from the Secured Party, which consent may be granted or withheld in the Secured Party's sole discretion, the Borrower may license or otherwise transfer the Trademark Collateral in any lawful manner that is in the ordinary course of its business and is not inconsistent with the provisions of this Agreement, and the Loan Documents. Without limiting the generality of the foregoing, the Borrower shall not permit the inclusion in any agreement to which it becomes a party of any provision which could or might in any way impair or prevent the creation of a security interest in or the conditional assignment of the Borrower's rights and interests in any property of material value covered by such agreement which is included within the definition of Trademark Collateral.

3.4 Manner of Use of Trademarks. The Borrower shall continue to use the Trademarks in its business in the same or similar manner as it has in the past, for registered Trademarks shall continue to use each Trademark in each jurisdiction of registration (and in interstate commerce for federally registered Trademarks in each and every class of goods or services for which it is registered), and in general shall continue to use the Trademarks in each and every class of goods and services applicable to the Borrower's current use of the Trademarks in its business as reflected in its current catalogs, brochures, advertising and price lists, all in order to maintain the Trademarks in full force, free from any claim or risk of abandonment for non-use.

3.5 Trademark Symbols and Notices; No Abandonment. The Borrower has in the past used, and shall in the future use, the Trademarks with the statutory and other appropriate symbols, notices or legends of the registrations and ownership thereof consistent with customary practice or as deemed necessary or appropriate by the Borrower in its reasonable judgment. The Borrower shall not abandon any of the Trademarks, Trademark Registrations or Trademark Rights, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment of any Trademark, Trademark Registration or Trademark Right or loss of or adverse effect on any rights in any Trademark, Trademark Registration or Trademark Right. Prohibited acts of the Borrower shall include, but not be limited to, "assignments in gross" of any Trademark or the license of any Trademark without both appropriate contractual use and quality control provisions and proper monitoring, supervision and enforcement by the Borrower of the quality of the licensed goods or services. The Borrower shall take all necessary and appropriate actions to insure that none of the Trademarks shall become generic or merely descriptive.

3.6 No Infringements. There is at present no material infringement or unauthorized or improper use of the Trademarks or the Trademark Registrations or the Trademark Rights related thereto. In the event any such infringement or unauthorized or improper use by any third party has been made and/or reasonably established by the Borrower, the Borrower shall promptly notify the Secured Party and shall take action against such infringement or unauthorized or improper use.

3.7 Filing for Perfection of Interest. Secured Party shall cause this Security Agreement to be recorded with the PTO and appropriate state agencies, in its sole discretion.

4. RIGHTS OF AND LIMITATIONS ON SECURED PARTY.

It is expressly agreed by Borrower that Borrower shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it relating to the Trademark Collateral. Secured Party shall not have any obligation or liability under or in relation to the Trademark Collateral by reason of the execution and delivery of, or arising out of, this Agreement and Secured Party's rights hereunder, or the grant of a security interest by Borrower to Secured Party of, or the receipt in accordance with this Agreement by Secured Party of, any payment relating to any Trademark Rights, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Borrower relating to the Trademark Collateral or be liable to any party on account of Borrower's use of the Trademark Collateral.

5. REMEDIES UPON AN EVENT OF DEFAULT.

Upon the occurrence of and during the continuance of an Event of Default:

(a) Secured Party may declare all Obligations secured hereby immediately due and payable and shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as now in effect in the State of Texas or under other applicable law.

(b) Secured Party may notify any obligors with respect to the Trademark Collateral of Secured Party's security interest and that such obligors are to make payments directly to Secured Party. Secured Party may send this notice in Borrower's name or in Secured Party's name, and at Secured Party's request Borrower will join in Secured Party's notice, provide written confirmation of Secured Party's security interest and request that payment be sent to Secured Party. Secured Party may enforce this obligation by specific performance. Secured Party may collect all amounts due from such obligors. Upon and after notification by Secured Party to Borrower, Borrower shall hold any proceeds and collections of any of the Trademark Collateral in trust for Secured Party and shall not commingle such proceeds or collections with any other of Borrower's funds, and Borrower shall deliver all such proceeds to Secured Party immediately upon Borrower's receipt thereof in the identical form received and duly endorsed or assigned to Secured Party.

(c) Secured Party will give to the Borrower reasonable notice of the time and place of any public sale of Trademark Collateral, or part thereof, or of the time after which any private sale or other intended disposition thereof is to be made. Such requirement of reasonable notice shall be met if such notice is delivered to the address of the Borrower set forth in this Agreement at least fifteen (15) calendar days before the time of the proposed sale or disposition. Any such sale may take place from Borrower's location or such other location as Secured Party may designate. Borrower shall remain liable for any deficiency in payment of the Obligations after any such sale.

(d) No Obligation of Secured Party. Nothing herein shall be construed as obligating Secured Party to take any of the foregoing actions at any time.

(e) Rights of Each Secured Party Pari Passu. The rights of each Secured Party upon and after an Event of Default shall be pari passu and each Secured Party shall share all Proceeds (net of any expenses which may be incurred by such Secured Party in obtaining or preserving such benefit) pro rata in accordance with the unpaid amount of the Obligations held by each of them.

## 6. LIABILITIES.

6.1 Liability for Uses of Trademark Collateral. The Borrower shall be liable for any and all uses or misuses of any of the Trademark Collateral by itself and its affiliates and for any failure to take reasonable measures to avoid and prevent the improper use or sale (or other transfer or disposition) of the Trademark Collateral by any other party, any failure to use the Trademarks in accordance with this Agreement, or any other claim, suit, loss, damage, expense or liability of any kind or nature (except those resulting from any action or inaction of the Secured Party in the form of gross negligence or willful misconduct) arising out of or in connection with the Trademark Collateral or the production, marketing, delivery, sale, license or other transfer or disposition of the goods and services provided under or in connection with or which use, embody or incorporate any of the Trademarks or other Trademark Collateral. The Borrower shall also be exclusively liable for any claim, suit, loss, damage, expense or liability arising out of or in connection with the fault, negligence, acts or omissions of the Borrower. This Section 6.1 is for the purpose of establishing and allocating, as between the Borrower and the Secured Party, certain liabilities; it is not intended to create any affirmative obligations of the Borrower to the Secured Party other than those set forth elsewhere in this Agreement, and the Loan Documents.

6.2 Indemnification. The Borrower shall indemnify and hold harmless Secured Party from and against, and shall pay to Secured Party on demand, any and all claims, actions, suits, judgments, penalties, losses, damages, costs, disbursements, expenses, obligations or liabilities of any kind or nature (except those resulting from Secured Party's action or inaction in the form of gross negligence or willful misconduct) arising in any way out of or in connection with this Agreement, the Trademark Collateral, custody, preservation, use, practice, operation, sale, license (or other transfer or disposition) of the Trademark Collateral, any alleged infringement of the intellectual property rights of any third party, the production, marketing, provision, delivery and sale of the goods and services provided under or in connection with or using or practicing any of the Trademarks or the Trademark Collateral, the sale of, collection from or other realization upon any of the Trademark Collateral, the failure of the Borrower to perform or observe any of the provisions hereof, or matters relating to any of the foregoing. The Borrower shall also indemnify and hold harmless Secured Party from and against any and all claims, actions, suits, judgments, penalties, losses, damages, costs, disbursements, expenses, obligations or liabilities arising out of or in connection with any fault, negligence, act or omission of the Borrower (regardless of whether such fault, negligence, act or omission occurred or occurs prior to or after such license termination). The Borrower shall make no claim against Secured Party for or in connection with the exercise or enforcement by Secured Party of any right or remedy

granted to it hereunder, or any action taken or omitted to be taken by Secured Party hereunder (except for the gross negligence or willful misconduct of Secured Party).

7. POWER OF ATTORNEY. The provisions of this Section 7 shall be subject in all events to the terms and conditions of the Loan Documents.

7.1. Grant. The Borrower hereby grants to the Secured Party, and any officer or agent of the Secured Party as the Secured Party may designate in its sole discretion, a power of attorney, thereby constituting and appointing the Secured Party (and the Secured Party's designee) its true and lawful attorney-in-law and attorney-in-fact, effective upon the occurrence and during the continuation of an Event of Default, for the purpose of assigning, selling, licensing or otherwise transferring or disposing of all right, title and interest of the Borrower in and to any of the Trademark Collateral in accordance with the terms hereof. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

7.2. Irrevocable. The foregoing power of attorney is coupled with an interest and is irrevocable until this Agreement shall terminate (which termination shall occur concurrently with the termination of all Obligations under the Loan Documents).

7.3 Release. The Borrower hereby releases Secured Party from any claims, causes of action and demands at any time arising out of or in connection with any actions taken or omitted to be taken by Secured Party under the power of attorney granted herein (except for the gross negligence or willful misconduct of Secured Party).

## 8. GENERAL PROVISIONS.

8.1 Purchase Agreement Controls. This Agreement is supplemental to the Purchase Agreement, the terms of which the Borrower expressly accepts, confirms and acknowledges are incorporated herein by reference. In the event of any irreconcilable conflict between the provisions of this Agreement and the Purchase Agreement the provisions of the Purchase Agreement shall control.

8.2 Specific Enforcement. Due to the unique nature of the Trademark Collateral, and in order to preserve its value, the Borrower agrees that the Borrower's agreements, duties and obligations under this Security Agreement shall be subject to specific enforcement and other appropriate equitable orders and remedies.

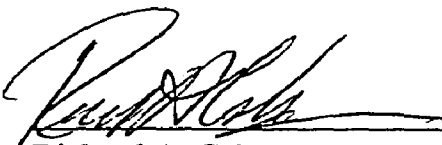
8.3 Severability. In the event any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable to any extent or in any respect, or otherwise determined to be of no effect, in any jurisdiction, such invalidity, illegality, unenforceability or determination shall affect only such term or provision, or part thereof, in only such jurisdiction. The parties agree they will negotiate in good faith to replace any provision so held invalid, illegal or unenforceable, or so determined, with a valid, enforceable and effective provision which is as similar as possible in substance and effect to the provision which is invalid, illegal, unenforceable or of no effect.



IN WITNESS WHEREOF, Borrower has caused this Security Agreement to be executed by its duly authorized officer, as an instrument under seal, as of the date first written above.

WITNESS:

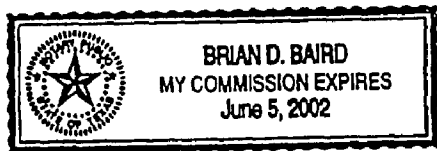
APPLIED VOICE RECOGNITION, INC.,  
d/b/a e-DOCS.net


By:   
Richard A. Cabrera  
Chief Financial Officer

STATE: *TEXAS*  
COUNTY: *HARRIS*

November 5, 1999

Then personally appeared the above-named Richard A. Cabrera and stated that he is the duly authorized Chief Financial Officer of Applied Voice Recognition, Inc., d/b/a e-DOCS.net (the "Corporation") and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said Corporation, before me.



  
Notary Public  
My Commission Expires:

Schedule A  
To  
Trademark Security Agreement

List of Trademarks

<u>Item</u>	<u>File No.</u>	<u>Serial No.</u>	<u>Status</u>
Applied Voice Recognition	12557	2,285,798	Registered
VoiceCOMMANDER12621		2,168,908	Registered
SpeechCOMMANDER	12815	75/271,908	Abandoned
LawCOMMANDER	12816	2,194,983	Registered
TeleCOMMANDER	12817	75/271,909	Abandoned
ConsoleCOMMANDER	12818	75/271,910	Abandoned
CadCOMMANDER	12819	75/271,911	Abandoned
InflightCOMMANDER	12820	75/271,988	Abandoned
VoiceCOMMANDER			
Locator	12821	75/271,989	Abandoned
Mike Rofone (word mark)	12828	2,201,084	Registered
Designs of Mike Rofone			
Character	12829	2,161,767	Registered
Giving People Power Over			
Technology	12905	75/310,333	Abandoned
It's About Time	12968	75/363,236	Pending
Voice Experts	13002	75/362,975	Abandoned
StarCOMMANDER	13003	75/363,233	Abandoned
VoiceCOMMANDER			
(CTM)	13154		Registered
PalmCOMMANDER	13199	75/478,828	Abandoned
SOS-The VoiceCOMMANDER			
Speech Operating System	13341	75/590,051	Abandoned
SOS	13342	75/590,050	Abandoned
Physician Internet Portal	13395	75/630,460	Pending
P.I.P.	13396	75/630,461	Pending
E-docs.net (trademark)	13403	75/689,831	Pending
Giving People Power Over			
Technology	13406	2,278,536	Registered
E-Docs.net (service mark)	13409	75/639,832	Pending
E-Docs, Inc. (service mark)	13417	75/645,697	Pending
E-Docs, Inc. (trade mark)	13418	75/645,696	Pending
Virtual Physician Network	13423		Pending
Virtual Physician Private			
Network	13492	75/686,956	Pending
VPN	13503		Abandoned
E-Docs (trademark)	13547	75/741,688	Pending

E-Docs (service mark)

13548

75/741,678

Pending

SLJ0017560001290096.01

RECORDED: 02/18/2000

TRADEMARK  
REEL: 002037 FRAME: 0977