FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-08-2000

101377741

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

2000 MAY 17 AM 11:
OPR/FINANCE

MD
5.17.00

# 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

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

## Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 5 12 00

## Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 5 12 00

Name: Healthdemographics, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Delaware corporation

## Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A.

DBA/AKA/TA:

Composed of:

Address (line 1): 600 Peachtree Street, N.E.

Address (line 2): Suite 1900

Address (line 3): Atlanta (City) Georgia/USA (State/Country) 30308 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: National Banking Association

[ ] Citizenship/State of Incorporation/Organization:

[ ] 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.)*

06/07/2000 DNGUYEN 00000068 75713920

01 FC:481 40.00 OP
02 FC:482 125.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

## 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 (404) 815-2215

Name: Gretchen E. von Dwingelo, Esq.

Address (line 1): Paul, Hastings, Janofsky & Walker, LLP

Address (line 2): 600 Peachtree Street, N.E.

Address (line 3): Suite 2400

Address (line 4): Atlanta, GA 30308-2222

## Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 17

## 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) | | |
|---|---|---|---|---|---|
| 75/713,920 | | | 2,160,282 | 2,156,051 | |
| 75/792567 | | | 2,118,949 | | |
| | | | 1,819,567 | | |

## Number of Properties

Enter the total number of properties involved. # 6

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 165.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

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

Deposit Account Number: # 16-0752

Authorization to charge additional fees: Yes [X] 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.*

| Gretchen E. von Dwingelo | | 5/17/00 |
|---|---|---|
| Name of Person Signing | Signature | Date Signed |

# FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment") is executed and delivered as of the 12th day of May, 2000, between Healthdemographics, Inc., a Delaware corporation ("Assignor"), and Bank of America, N.A. (f/k/a NationsBank, N.A.) ("Assignee").

## WITNESSETH:

WHEREAS, Caredata.com, Inc. (f/k/a Medirisk, Inc.), a Delaware corporation (the "Borrower") and Assignee are parties to that certain Amended and Restated Credit Agreement dated as of June 29, 1998, as amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of May 12, 2000 (a amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender has agreed to extend credit to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Assignor is a direct, wholly-owned Subsidiary (as defined in the Credit Agreement) of the Borrower and as such has realized and will continue to realize substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement; and

WHEREAS, to secure the Borrower's Obligations (as defined in the Credit Agreement) under the Credit Agreement and Assignor's obligations under that certain Subsidiary Guaranty dated as of June 29, 1998 (as amended, restated, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty"), Assignor and Assignee have executed and delivered that certain Trademark Security Agreement dated as of March 30, 1998 (the "Trademark Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the parties desire to amend the Trademark Agreement to amend and restated Schedule A attached thereto to reflect changes therein which have occurred as a result of, among other things, Assignor's acquisition of additional Trademarks (as defined in the Trademark Agreement);

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that capitalized terms used herein and not otherwise defined herein, shall have the meanings ascribed thereto in the Trademark Agreement, and hereby further agree as follows:

1. Amendment to Schedule A. Schedule A to the Trademark Agreement is hereby deleted in its entirety and Schedule A attached hereto is substituted in lieu thereof.

2. No Other Amendment or Waiver. Except as specifically modified and amended hereby, the text of the Trademark Agreement and all other Loan Documents shall remain unchanged and in full force and effect.

3. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

4. Binding Agreement. The provisions of this Amendment shall be construed and interpreted, and all rights and obligations of the parties hereto determined, in accordance with the internal laws of the State of Georgia, applicable to contracts made and to be performed in the State of Georgia.

5. Loan Document. This Amendment shall be deemed to be a Loan Document for all purposes.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands, by and through their duly authorized representatives, as of the day and year first written above.

**ASSIGNOR:**

HEALTHDEMOGRAPHICS, INC.,
a Delaware corporation

By: _____
Name: Thomas C. Kuhn, III
Title: EVP/CFO

**ASSIGNEE:**

BANK OF AMERICA, N.A. (f/k/a NationsBank, N.A.)

By: _____
Name: Dana B. Jackson
Title: Senior Vice President

STATE OF GEORGIA )
) ss
COUNTY OF FULTON )

On May 12, 2000, before me, Gretchen E. van Dwingelo, Notary Public, personally appeared Thomas C. Kuhn III, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature

[SEAL]

STATE OF GEORGIA )
) ss
COUNTY OF FULTON )

On May 12, 2000, before me, Bretchen E. von Dungelo, Notary Public, personally appeared David P. Jackson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

[SEAL]

CHERIE E. von DUNGELO
NOTARY PUBLIC
GEORGIA
Expires
JAN. 14, 2003
DEKALB COUNTY

## SCHEDULE 1

# HEALTHDEMOGRAPHICS, INC.

## Pending Federal Trademark Applications and Owners

| OWNER | APPLICATION SERIAL NO. | CLASS |
|---|---|---|
| Avenir Express | 75/713,920 | 9 |
| Healthpac Express | 75/792567 | 9 |

ATL/698492.1

# TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of this 30th day of March, 1998, by HealthDemographics, Inc., a Delaware corporation, having its chief executive office at Suite 701, 4901 Morena Boulevard, San Diego, California 92117 ("Assignor"), in favor of NATIONSBANK, N.A. (f/k/a NationsBank N.A. (South)), having an office located at 600 Peachtree Street, N.E., Atlanta, Georgia 30308 (the "Lender", and sometimes herein "Assignee").

## RECITALS

WHEREAS, Medirisk, Inc., a Delaware corporation (the "Company") and the Lender have entered into a Credit Agreement, dated as of March 28, 1997 (as the same may be amended, extended, restated, supplemented or otherwise modified or refinanced or refunded from time to time, being the "Credit Agreement"); and

WHEREAS, Assignor has entered into a Subsidiary Guaranty of even date herewith (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Guaranty"); and

WHEREAS, the Guaranty secures all of the Obligations of the Company under the Credit Agreement; and

WHEREAS, it is a condition precedent to the extension of credit under the Credit Agreement that Assignor shall have granted to the Lender, a security interest in Assignor's assets, including, without limitation, common law and statutory trademarks, service marks, trade names, trademark and service mark registrations, applications for trademark or service mark registrations and any other indicia of origin, and licenses thereunder, as well as all goodwill associated therewith (all such trademarks, service marks, trade names, registrations, applications and other indicia, licenses thereunder and goodwill associated therewith being, collectively, the "Trademarks").

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the definitions, terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are defined in the Credit Agreement shall have the respective meanings set forth in the Credit Agreement unless otherwise defined herein.

2. Grant of Security. To secure the complete and timely payment of all of the obligations of Assignor to the Lender now or hereafter existing from time to time, Assignor hereby grants to Assignee a security interest in, the entire right, title and interest, in the United States and throughout the world, in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(a) Each of the Trademarks which are presently, or in the future may be from time to time, owned, held (whether pursuant to a license or otherwise) or used by Assignor, in whole or in part, in conducting its business (including, without limitation, the United States trademark and service mark registrations, and applications for registration, specifically identified on Schedule A attached hereto);

(b) all proceeds of the Trademarks (such as, by way of example and not by way of limitation, license royalties and proceeds of infringement suits);

(c) the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Assignor or in the name of Assignee for past, present and future infringements of the Trademarks and all rights (but not obligations) corresponding thereto; and

(d) all documents and things in Assignor's possession, or subject to its demand for possession, related to the production and sale by Assignor, or any Subsidiary, licensee or subcontractor of Assignor, of products or services sold by or under the authority of Assignor in connection with the Trademarks, including by way of example, without limitation: (i) all lists and ancillary documents which identify and describe any of Assignor's customers, or those of its Subsidiaries or licensees, for products sold under or in connection with the Trademarks, including without limitation, such existing lists and ancillary documents which contain each customer's full name and address, the identity of the person or persons having the principal responsibility on each customer's behalf for ordering products or services of the kind supplied by Assignor, the credit, payment, discount, delivery and other sale terms applicable to such customer, together with detailed information setting forth the total purchases, by brand, product, style and size and the patterns of such purchases; (ii) all product



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and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks; (iii) all documents which reveal the name and address of all sources of supply, and all terms of purchase and delivery, for all materials and components used in the production of products or provision of service, sold under or in connection with the Trademarks; and (iv) all documents constituting or concerning the then current or proposed advertising and promotion by Assignor or its Subsidiaries or licensees of products sold under or in connection with the Trademarks including, by way of example and not in limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products;

it being understood and agreed that the Collateral hereunder shall include, without limitation, rights and interests pursuant to licensing or other contracts in favor of Assignor pertaining to common law and statutory trademarks, service marks, trade names, trademark and service mark registrations, applications for trademark or service mark registrations and any other indicia of origin presently or in the future owned or used by third parties, but in the case of third parties which are not Subsidiaries of Assignor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties.

3. Inspection Rights. Assignor hereby grants to Assignee and all employees, representatives and agents the right to visit Assignor and any of its Subsidiaries' or subcontractor's plants and facilities which manufacture, inspect or store products or provide services (or which have done so during the prior six-month period) sold under any of the Trademarks, and to inspect the products of and services and quality control records relating thereto upon reasonable notice to Assignor and as often as may be reasonably requested.

4. Representations and Warranties. Assignor covenants and warrants as follows:

(a) A true and complete list of all United States trademark and service mark registrations and applications for registration (the "U.S. Registrations") owned, held (whether pursuant to a license or otherwise) or used by Assignor, in whole or in part, in conducting its business is set forth on Schedule A hereto as such schedule may be supplemented and amended from time to time.



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(b) The Trademarks are subsisting and have not been adjudged invalid or unenforceable and Assignor is not aware of any claim by any third party that the Trademarks are invalid or unenforceable.

(c) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable.

(d) No claim has been made that the practice of any of the Trademarks does or may violate the rights of any third person.

(e) Assignor is the legal and beneficial owner of the Collateral free and clear of any lien, security interest, charge or encumbrance, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons, except for (i) the security interest and assignment created by this Agreement and (ii) Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of Assignee relating to this Agreement or for which duly executed termination statements have been recorded or delivered to Assignee.

(f) This Agreement will create in favor of Assignee a valid and perfected first priority security interest in the Collateral upon making the filings referred to in clause (g) below.

(g) Except for the filing of financing statements with the appropriate officer in Fulton County, Georgia under the UCC and filings with the United States Patent and Trademark Office, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Assignor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Assignor or (ii) for the perfection of or the exercise by Assignee of its rights and remedies hereunder to the U.S. Registrations.

(h) The chief executive office of Assignor is located at the address set forth above for Assignor.

(i) Except as disclosed on Schedule B attached hereto, none of Assignor's Affiliates or Subsidiaries has any right, title or interest in any Trademarks.

5. New Trademarks and Applications. If, during the term of the Credit Agreement, Assignor shall obtain rights to any new Trademarks, the provisions of this



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Agreement shall automatically apply thereto. With respect to any new U.S. Registrations, Assignor shall give to Assignee prompt notice thereof in writing.

6. Assignor's Covenants. On a continuing basis and at the request of Assignee, Assignor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments, including, without limitation, appropriate financing and continuation statements and security agreements, and take all such action as may be deemed necessary or advisable by Assignee to carry out the intent and purposes of this Agreement, or for assuring and confirming to Assignee the grant or perfection of a security interest in all Collateral. Without limiting the generality of the foregoing sentence, Assignor (i) shall not enter into any agreement which would or might in any way impair or conflict with Assignor's obligations hereunder without Assignee's prior written consent; (ii) upon the written request of Assignee, shall use its best efforts to obtain any necessary consents of third parties to the grant or perfection of a security interest to Assignee with respect to the Collateral; (iii) authorizes Assignee in its sole discretion to modify this Agreement without first obtaining Assignor's approval of or signature to such modification by amending Schedule A thereof to include a reference to any right, title or interest in any existing U.S. Registration and any U.S. Registration acquired by Assignor after the execution hereof or to delete any reference to any right, title or interest in any U.S. Registration in which Assignor no longer has or claims any right, title or interest; (iv) shall, from time to time upon Assignee's request, cause its books and records to be marked with such legends or segregated in such manner as Assignee may reasonably specify, and take or cause to be taken such other action and adopt such procedures as Assignee may reasonably specify to give notice of or to perfect the security interest in the Collateral intended to be created hereby; (v) shall at all times keep at least one complete set of its records concerning substantially all of the Trademarks at its chief executive office as set forth above and will not change the location of its chief executive office or such records without giving Assignee at least thirty (30) days' prior written notice thereof; (vi) shall promptly, following its becoming aware thereof, notify Assignee of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office or any United States or foreign court regarding Assignee's claim of ownership in any of the Collateral; (vii) shall promptly notify Assignee of the filing of an application for registration of any trademark; (viii) shall not permit the inclusion in any contract to which it becomes a party of any provisions which could or might in any way impair or prevent the creation of a security interest in Assignor's rights and interest in any property included within the definition of the Collateral acquired under such contracts; (ix) shall properly maintain and care for the Collateral; (x) shall not grant any security interest in any Collateral (other than Permitted Liens) except in the name of Assignee; (xi) shall not sell, license, or contract for sale or otherwise dispose of any Collateral except as may be permitted by the Credit Agreement; (xii) upon any officer of Assignor obtaining knowledge thereof, shall promptly notify Assignee of any



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event which materially adversely affects the value of any Collateral, the ability of Assignor or Assignee to dispose of any of the Trademarks or the rights and remedies of Assignee in relation thereto including, without limitation, the levy of any legal process against any of the Collateral; (xiii) until Assignee exercises its rights to make collection, shall diligently keep reasonable records respecting the Collateral; (xiv) shall promptly notify Assignee of any suspected infringement of any of the Trademarks by any third party and of all steps, including the commencement and course of litigation, taken to remedy such infringement; and (xv) shall use proper statutory notice in conjunction with each of the U.S. Registrations.

7. Amounts Payable in Respect of the Trademarks. Except as otherwise provided in this Section 7 or in the Credit Agreement, Assignor shall continue to collect, at its own expense, all amounts due or to become due to Assignor in respect of the Trademarks. Upon the occurrence and during the continuance of an Event of Default, Assignee is hereby given full power and authority, without notice or demand, (i) to notify any and all obligors of Assignor with respect to any Trademark obligation which Assignor, except for the execution hereof, could ask for, and (ii) to demand, take, collect, sue for and receive for its own use all amounts due or to become due Assignor in respect of the Trademarks, and in connection therewith to enforce all rights and remedies with respect to any Trademark which Assignor could enforce if this Agreement had not been made; and Assignor hereby ratifies any action which Assignee shall lawfully take to enforce Assignee's rights hereunder. Whether or not Assignee shall have so notified any obligors, Assignor shall at its expense render all reasonable assistance to Assignee in enforcing claims against such obligors.

8. Trademark Applications, Renewal and Litigation. Assignor shall have the duty to prosecute diligently any application for trademark registration of the U.S. Registrations specifically identified in Schedule A annexed hereto pending as of the date of this Agreement or thereafter during the term of the Credit Agreement, to make U.S. application on any existing or future unregistered but registrable Trademark (except those having negligible commercial value) and to preserve, renew and maintain all Trademarks as to which a security interest has been granted pursuant to this Agreement. Any expenses incurred in connection with such an application, or in protecting, maintaining or preserving the Trademarks, shall be borne by Assignor.

Assignor shall have the right and obligation to commence and diligently prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, or other damage or opposition or cancellation proceedings as are reasonable to protect any of the Trademarks. However, no such suit, proceeding or other action shall be settled or voluntarily dismissed, nor shall any party be released or excused of any claims of or liability for infringement, without the prior written consent of Assignee. Assignor shall



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indemnify and hold harmless Assignee for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against Assignee in connection with or in any way arising out of such suits, proceedings or other actions other than actions caused by Assignee's gross negligence or willful misconduct.

9. Certain Remedies. If any Event of Default shall have occurred and be continuing:

(a) Assignee may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party in default under the UCC in effect in the State of Georgia at that time (whether or not the UCC applies to the affected Collateral) and also may (i) require Assignor to, and Assignor hereby agrees that it will at its expense and upon request of Assignee forthwith, assemble all or part of the Collateral as directed by Assignee and make it available to Assignee at a place to be designated by Assignee which is reasonably convenient to both parties; (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Assignee's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Assignee may deem commercially reasonable; (iii) occupy any premises owned or leased by Assignor where the Collateral or any part thereof is located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to Assignor in respect of such occupation; and (iv) exercise any and all rights and remedies of Assignor under or in connection with the contracts related to Collateral or otherwise in respect of the Collateral, including, without limitation, any and all rights of Assignor to demand or otherwise require payment of any amount under, or performance of any provision of, such contracts. Assignor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' written notice to Assignor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Assignee shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Assignee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by Assignee as Collateral and all cash proceeds received by Assignee in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of



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Assignee, be held by Assignee as collateral for, and then or at any time thereafter applied in whole or in part by Assignee against, all or any part of the obligations of Assignor to the Lender in such order as is provided in the Credit Agreement. Any surplus of such cash or cash proceeds held by Assignee and remaining after payment in full of all such Obligations shall be paid over to Assignor or to whomsoever may be lawfully entitled to receive such surplus.

10. Power of Attorney. Assignor hereby authorizes and empowers Assignee, upon the occurrence and during the continuation of an Event of Default, to make, constitute and appoint any officer or agent of Assignee as Assignor's true and lawful attorney-in-fact, with power (i) to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee in the use or maintenance of the Collateral, (ii) to take any other actions with respect to the Collateral, including without limitation, commencement or continuation of any litigation or administrative proceeding, as Assignee deems in its best interest, (iii) to grant or issue an exclusive or non-exclusive license to the Trademarks to anyone, or (iv) to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone.

11. Amendments, etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by Assignor herefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given, except as provided in Section 6, in which case the writing need only be signed by Assignee.

12. Address for Notices. All notices and other communications to any party provided for hereunder shall be in writing (including telecommunications) and mailed or transmitted or delivered to such party, addressed to it at the address first stated herein for such party, or as to either party at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such notices and other communications shall, when mailed, telegraphed, telexed or cabled, be effective as provided in Section 8.1 of the Credit Agreement.

13. Continuing Security Interest; Transfers by the Lender. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the indefeasible payment in full of all of the obligations of Assignor to the Lender, (ii) be binding upon Assignor, its successors and assigns and (iii) inure to the benefit of Assignee, and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), Assignee may assign or otherwise transfer any obligations held by it, and such other benefits in respect thereof granted to it herein or otherwise, to any other person or entity, subject,



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however, to the provisions of Section 8.5 of the Credit Agreement. Upon the indefeasible payment in full of all of the obligations of Assignor to the Lender, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to Assignor, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Credit Agreement. Upon any such termination, Assignee shall, at Assignor's expense, execute and deliver to Assignor such documents as Assignor shall reasonably request to evidence such termination.

14. Cumulative Remedies; Effect on Credit Agreement. All of Assignee's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Credit Agreement and the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

16. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. Governing Law; Terms. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA (DETERMINED WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS).

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunder duly authorized, as of the date first above written.

ASSIGNOR:

HEALTHDEMOGRAPHICS, INC.

By: _____
Name: Thomas C. Kuhn III
Title: Vice President

(CORPORATE SEAL)

ATTEST:

_____
Name: Barry W. Burt
Title: Secretary

Agreed and Accepted as of
this 31 day of March, 1998:

NATIONSBANK, N.A., Assignee

By: _____
Name: Deborah Wenn
Title: VP

# SCHEDULE A

United States Trademark and Service Mark
Registrations and Applications for Registration

| Trademark | Application/Registration No. |
|---|---|
| HEALTHDEMOGRAPHICS | 1,819,567 |
| HEALTHPACS | 75/087547 |
| AVENIR | 75/261464 |
| COSTCOMPARE | 2,118,9119 |

## SCHEDULE B

Rights of Affiliates or Subsidiaries

None