FORM PTO-1618A
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

00 MAY 19 PM 3:34
OPR/FINANCE
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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

- [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

Name: Sweetwater Health Enterprises, Inc.

Execution Date Month Day Year: 5 12 00

Formerly:

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

[ ] Other

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

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.)*

06/14/2000 ASCOTT 00000138 75579183

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 175.00 OP

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. # 5

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)		
75/579183	75/804071		2,187,233	1,806,346	
75/294242			1,893,991		
75/294243			2,017,623		

Number of Properties

Enter the total number of properties involved. # 8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 215.00

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		5/17/02
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 Sweetwater Health Enterprises, 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 June 29, 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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: SWEETWATER HEALTH ENTERPRISES, 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: David B. Jackson
Title: Senior Vice President

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

On May 17, 2000, before me, Sandra Pinyan, 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.

Sandra L. Pinyan
Signature

Notary Public, DeKalb County, Georgia
My Commission Expires July 7, 2002

[SEAL]

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

On May 19, 2000, before me Donna Hunter Notary Public, personally appeared David 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.

Donna J. Hunter
Signature

Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2001

[SEAL]

SCHEDULE A

SWEETWATER HEALTH ENTERPRISES, INC.

Pending Trademark Applications and Owners

OWNER	APPLICATION SERIAL NO.	CLASS
APPSTAT	75/579183	42
HCOL	75/294242	42
HEALTHCARE CREDENTIALS ON-LINE	75/294243	42
LUCI	75/804071	9

ATL/698499.1