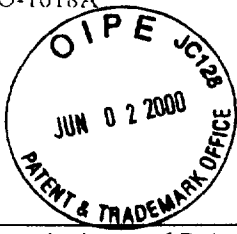


06-28-2000



101391027

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

6-2-06

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
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
3-27-00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Advanced Health Technologies Corporation

3-27-00

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Cybear, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 5000 Blue Lake Drive

Address (line 2) _____

Address (line 3) Boca Raton

FL

33431

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

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.)

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

TRADEMARK

REEL: 002093 FRAME: 0022

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)

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.

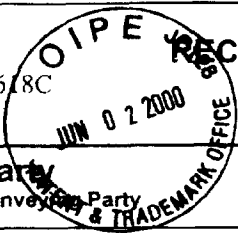
Michael J. Keller

Name of Person Signing

Signature

6/2/00

Date Signed



RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

Conveying Party

Enter Additional 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

Enter Additional 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

Citizenship/State of Incorporation/Organization

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Mark if additional numbers attached

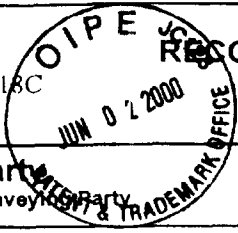
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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

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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

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

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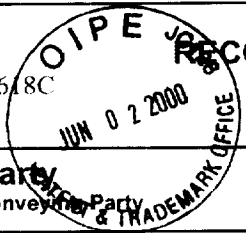
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Trademark Application Number(s)

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RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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Enter Additional Conveying Party

Mark if additional names of conveying parties attached

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated March 27, 2000 is made by AHT Corporation, a Delaware corporation ("AHT") (f/k/a Med-E-Mail Corporation), and its wholly owned subsidiaries, Advanced Health Technologies Corporation (f/k/a Advanced Health Med-E-Systems Corporation, and f/k/a Med-E-Systems Corporation), Advanced Health Management Corporation, Advanced Health Bukstel and Halfpenny Corporation, each a Delaware corporation (collectively, the "Subsidiaries" and together with AHT, the "Grantor"), in favor of Cybear, Inc., a Delaware corporation ("Lender").

RECITALS

A. Lender has made a loan to AHT as evidenced by that certain 10% Senior Secured Convertible Note (the "Note") dated of even date herewith executed by AHT in favor of Lender (the "Loan") and issued pursuant to that certain Securities Purchase Agreement between Lender and Grantor (the "Securities Purchase Agreement").

B. Lender is willing to make the Loan to AHT, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Security Agreement.

NOW, THEREFORE, in order to induce Lender to make the Loan and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

SECTION 1. DEFINITIONS.

1.1 Defined Terms. Unless otherwise defined herein, the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"COLLATERAL" shall have the meaning assigned to such term in Section 3 of this Security Agreement.

"CONTRACTS" means all contracts or other agreements in or under which Grantor may now or hereafter have any right, title or interest.

"COPYRIGHT" means all of the following in which Grantor now holds or hereafter acquires any interest: (a) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, application and recordings in the United States Copyright Office or in any similar office or agency of the United States, any state thereof or any other country; (c) any continuations, renewals or extensions thereof; and (d) any registrations to be issued in any pending applications.

"EVENT OF DEFAULT" shall have the meaning assigned to such term in the Securities Purchase Agreement and the Note.

"LICENSE" means any Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by Grantor.

"MATERIAL INTELLECTUAL PROPERTY" shall have the meaning assigned to such term in the Securities Purchase Agreement.

"PATENT LICENSE" means any written agreement granting any right with respect to any invention on which a Patent is in existence.

"PATENTS" means all of the following in which Grantor now holds or hereafter acquires any interest: (a) letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country and all rights corresponding thereto, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country and (b) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof.

"SECURED OBLIGATIONS" means (a) the obligation of Grantor to repay Lender under Section 2 below and to pay fees, costs and expenses of Lender under Section 7.2 below, and (b) all other indebtedness, liabilities and obligations of Grantor to Lender, whether now existing or hereafter incurred.

"TRADEMARK LICENSE" means any of the following now owned or hereafter acquired by Grantor: any written agreement granting any right to use any Trademark or Trademark registration.

"TRADEMARKS" means any of the following now owned or hereafter acquired by Grantor: (a) any trademarks, tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (b) any reissues, extensions or renewals thereof.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Florida; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Lender's security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Florida, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection of priority and for purposes of definitions related to such provisions.

In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC (definition sections of the UCC are noted parenthetically): "Account Debtor" (679.105(1)(a)); "Accounts" (679.106); "Chattel Paper" (679.105(1)(b)); "Documents" (679.105(1)(f)); "Equipment" (679.109(2)); "Fixtures" (679.313); "General Intangibles"

(679.106); "Instruments" (679.105(1)(i)); "Inventory" (679.109(4)); "Proceeds" (679.306(1)). Each of the foregoing defined terms shall include all of such items now owned, or hereafter acquired, by Grantor.

SECTION 2. SECURED OBLIGATION.

AHT agrees forthwith to pay to Lender all of the unpaid principal amount of, and accrued interest on, the Note and all other indebtedness, liabilities and obligations of AHT to Lender arising thereunder or hereunder, whether now existing or hereafter incurred, and whether created under, arising out of or in connection with any written agreement or otherwise.

SECTION 3. GRANT OF SECURITY INTEREST.

As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce Lender to cause the Loan to be made, Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, and hereby grants to Lender, a security interest in all of Grantor's right, title and interest in, to and under the following whether now owned or hereafter acquired (all of which being herein collectively called the "Collateral"):

- (a) All Accounts of Grantor;
- (b) All Accounts Receivable of Grantor;
- (c) All Chattel Paper of Grantor;
- (d) All Contracts of Grantor;
- (e) All Documents of Grantor;
- (f) All Equipment of Grantor;
- (g) All Fixtures of Grantor;
- (h) All General Intangibles of Grantor including, without limitation, all Copyrights, Patents, and Trademarks and Material Intellectual Property, including, without limitation, licenses to intellectual property granted to Grantor:
 - (i) All Instruments of Grantor;
 - (j) All Inventory of Grantor;
 - (k) All tax refunds or rights to tax refunds of Grantor;
 - (l) All property of Grantor held by Lender, or any other party for whom Lender is acting as agent hereunder, including, without limitation, all property of every description now or hereafter in the possession or custody of or in transit to Lender or such other party for any

purpose, including, without limitation, safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power;

(m) All recoveries from litigation or adversarial proceedings, including any litigation in bankruptcy (including those proceedings brought under Sections 544, 547, 548, 549 and 550 of the United States Bankruptcy Code) involving the Grantor;

(n) All other goods and personal property of Grantor whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Grantor and wherever located; and

(o) To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing; provided, that, the term "Collateral" shall exclude that portion of the Grantor's personal property which, if included in the Collateral, would violate, be prohibited by, or constitute a default under any agreement, contract, document, or law or would require any consent which has not yet been obtained.

SECTION 4. RIGHTS OF LENDER; COLLECTION OF ACCOUNTS.

4.1 Notwithstanding anything contained in this Security Agreement to the contrary, Grantor expressly agrees that it shall remain liable under each of its Contracts and each of its Licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract or License. Lender shall not have any obligation or liability under any Contract or License by reason of or arising out of this Security Agreement or the granting to Lender of a lien therein or the receipt by Lender of any payment relating to any Contract or License pursuant hereto, nor shall Lender be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any Contract or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

SECTION 5. REPRESENTATIONS AND WARRANTIES.

Grantor hereby represents and warrants to Lender that:

5.1 Except for the security interest granted to Lender under this Security Agreement, Grantor is the sole legal and equitable owner of each item of the Collateral in which it purports to grant a security interest hereunder, having good, marketable and insurable title thereto free and clear of any and all liens.

5.2 No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral exists, except such as may have been filed by Grantor in favor of Lender pursuant to this Security Agreement.

5.3 This Security Agreement creates a legal and valid security interest on and in all of the Collateral in which Grantor now has rights, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken, except for filings to be made by Lender. Accordingly, Lender has a fully perfected first priority security interest in all of the Collateral in which Grantor now has rights. This Security Agreement will create a legal and valid and fully perfected first priority security interest in the Collateral in which Grantor later acquires rights, when Grantor acquires those rights. Grantor's place of business or, if more than one, chief executive office ("Primary Address") is 555 White Plains Road, Tarrytown, New York 10591. Grantor will not change its Primary Address, or its name, identity or corporate structure in any manner, without providing at least 30 days prior written notice to Lender. The Collateral will be kept at Grantor's Primary Address and will Grantor not remove the Collateral from such location, without providing at least 30 days prior written notice to Lender. Grantor shall not pledge, mortgage or create, or suffer to exist a security interest in the Collateral in favor of any person other than Lender.

5.4 Grantor will maintain with financially sound and reputable insurers, insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. In addition, all such insurance shall be payable to Lender as loss payee under a "standard" loss payee clause for the benefit of Lender and Grantor. Without limiting the foregoing, Grantor will maintain all such workers' compensation or similar insurance as may be required by law.

5.5 Grantor will keep the Collateral in good order and repair and will not use the Collateral in violation of law or any policy of insurance thereon. Lender or its designee, may inspect the Collateral at any reasonable time upon reasonable prior notice (unless an Event of Default has occurred and is continuing, in which case not such notice shall be required), wherever located. Grantor will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement.

SECTION 6. COVENANTS.

Grantor covenants and agrees with Lender that from and after the date of this Security Agreement and until the Secured Obligations have been performed and paid in full:

6.1 At any time and from time to time, upon the written request of Lender, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable to obtain the full benefits of this Security Agreement.

6.2 Grantor shall keep and maintain at its own cost and expense satisfactory and complete records of the Collateral.

6.3 Grantor hereby irrevocably constitutes and appoints Lender and any officer or agent of Lender, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Grantor or in Lender's own name, for

the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Grantor without notice to or assent by Grantor, to do the following:

(a) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State of Florida and as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do at Grantor's expense, at any time, or from time to time, all acts and things which Lender deems reasonably necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do, including, without limitation, (i) the filing and prosecuting of registration and transfer applications with the appropriate federal or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (ii) upon written notice to Grantor, the exercise of voting rights with respect to voting securities, which rights may be exercised, if Lender so elects, with a view to causing the liquidation in a commercially reasonable manner of assets of the issuer of any such securities and (iii) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

(b) to file such financing statements with respect hereto, with or without Grantor's signature, or a photocopy of this Agreement in substitution for a financing statement, as Lender may deem appropriate and to execute in Grantor's name such financing statements and amendments thereto and continuation statements which may require such Grantor's signature. To the extent permitted by law, Grantor hereby ratifies all that Lender, as attorney in fact, shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable. The powers conferred on Lender hereunder are solely to protect the interests Lender in the Collateral and shall not impose and duty upon Lender to exercise any such powers. Lender shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for Lender's own gross negligence or willful misconduct.

SECTION 7. RIGHTS AND REMEDIES UPON DEFAULT.

7.1 If any Event of Default shall occur, Lender may exercise, in addition to all other rights and remedies granted to it under this Security Agreement, all rights and remedies of a secured party under the UCC.

7.2 Grantor also agrees to pay all fees, costs and expenses of Lender, including, without limitation, reasonable attorneys' fees, incurred in connection with the enforcement of any of its rights and remedies hereunder, including those reasonable attorneys' fees and other costs and expenses incurred by Lender in connection with enforcing its rights and remedies in any bankruptcy proceeding involving Grantor.

7.3 Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

7.4 The Proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by Lender in the following order of priorities:

(a) First, to Lender in an amount sufficient to pay in full the reasonable costs of Lender in connection with such sale, disposition or other realization, including all fees, costs, expenses, liabilities and advances incurred or made by Lender in connection therewith, including, without limitation, reasonable attorneys' fees;

(b) Second, to Lender in an amount equal to the then unpaid Secured Obligations;

(c) Finally, upon payment in full of the Secured Obligations, to Grantor or its representatives or as a court of competent jurisdiction may direct.

SECTION 8. LIMITATION ON LENDER'S DUTY IN RESPECT OF COLLATERAL.

Lender shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it takes such action as Grantor requests in writing, but failure of Lender to comply with any such request shall not in itself be deemed a failure to act reasonably, and no failure of Lender to do any act not so requested shall be deemed a failure to act reasonably.

SECTION 9. REINSTATEMENT.

This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

SECTION 10. MISCELLANEOUS.

10.1 No Waiver; Cumulative Remedies.

(a) Lender shall not by any act, delay, omission or otherwise be deemed to have waived any of its respective rights or remedies hereunder, nor shall any single or partial

exercise of any right or remedy hereunder on any one occasion preclude the further exercise thereof or the exercise of any other right or remedy.

(b) The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

(c) None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and Lender.

10.2 Termination of this Security Agreement. Subject to Section 9 hereof, this Security Agreement shall terminate upon the payment and performance in full of the Secured Obligations (other than indemnity obligations which are not outstanding).

10.3 Successor and Assigns. This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender, any future holder of the indebtedness and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the lien granted to Lender hereunder.

10.5 Bankruptcy. In the event Grantor (i) files with any bankruptcy court of competent jurisdiction or is the subject of any petition under Title Eleven or Seven of the U.S. Code, as amended; (ii) is the subject of any order for relief issued under such Title Eleven or Seven of the U.S. Code, as amended, (iii) files or is the subject of any petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to debtors, (iv) seeks or acquiesces in the appointment of any trustee, receiver, conservator or liquidator, or (v) is the subject of any order, judgment or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Grantor hereby acknowledges and agrees that Lender shall not be adequately protected and that Lender shall be entitled to complete relief from the automatic stay imposed by Section 362(a) of the Bankruptcy Code or any similar restriction imposed by federal or state statute.

10.6 Governing Law. In all respects, including all matters of construction, validity and performance, this Security Agreement and the Secured Obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida applicable to contracts made and performed in such state by residents of such state, without regard to the principles thereof regarding conflict of laws.


10.7 Waiver of Jury Trial. The parties hereto each knowingly, voluntarily and intentionally waive their respective rights to a trial by jury in respect of any litigation related to

or arising from this Agreement, or any course of conduct, course of dealing, statement or actions of any of the parties hereto.


10.8 Subsidiaries of AHT. Each of the Subsidiaries is entering into this Agreement in consideration of among other things, the execution of each of the Co-Marketing and License Agreement and the Development Services Agreement between Lender and Advanced Health Technologies Corporation of even date herewith, as well as the investment by Lender under the Securities Purchase Agreement, which is intended and does inure to the mutual benefit of the AHT and the Subsidiaries. Each of the Subsidiaries hereby acknowledges and consents to all provisions of the Securities Purchase Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

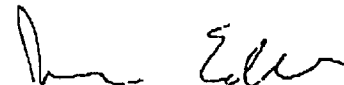
AHT CORPORATION

By: 
Name: Jonathan Edelson, M.D.
Title: Chairman and Chief Executive Officer

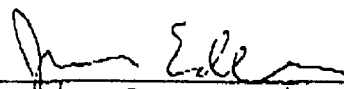
ADVANCED HEALTH TECHNOLOGIES CORPORATION

By: 
Name: Jon Edelson, MD
Title: Chairman & CEO

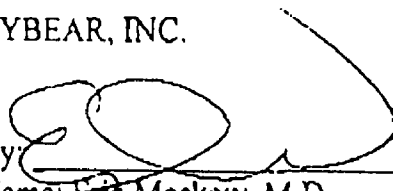
ADVANCED HEALTH MANAGEMENT CORPORATION

By: 
Name: Jon Edelson, MD
Title: Chairman & CEO

ADVANCED HEALTH BUKSTEL AND HALFPENNY CORPORATION

By: 
Name: Jon Edelson, MD
Title: Chairman & CEO

CYBEAR, INC.

By: 
Name: Eric Moskow, M.D.
Title: Executive Vice President

**Schedule 4.18
Intellectual Property**

I. Patents

<u>Patent No.</u>		<u>Issue Date</u>
5,737,539	Electronic prescription creation system	04/07/98
5,845,255	Professional data management system	12/01/98
09/121,596	(Continuation application of the previous two patents)	7/24/98*

* File date

II. Copyrights

The following copyrights were assigned to AHT by an Assignment of Copyrights dated September 17, 1997:

<u>Number</u>	<u>Title</u>	<u>Registration Date</u>	<u>Assigned On</u>
TX4192190	Application Interface Engine	May 23, 1996	Sept. 17, 1997
TX4159524	Clinical Data Repository	May 23, 1996	Sept. 17, 1997
TX4159525	Clinical Data Repository	May 23, 1996	Sept. 17, 1997
TX4192189	Dr. Chart	May 23, 1996	Sept. 17, 1997
TX4322328	Dr. Chart LLR	May 23, 1996	Sept. 17, 1997

III. Domain Names

The domain names listed below are currently registered by and in use by AHT and/or its operating subsidiary, Advanced Health Technologies, Inc.:

Ahtech.com
At-rx.com
Advhealth.com
Drchart.com
Medesys.com

IV. Trademarks

REGISTERED TRADEMARKS

Registered Trademark	Application Number/ Filing Date	Registration Number/ Registration Date	Registrant
MED-E-MAIL	74/479,234 January 13, 1994	2,049,393 April 1, 1997	Med-E-Systems Corp.
MED-E-PRACTICE	74/670,411 May 5, 1995	2,096,343 September 16, 1997	Med-E-Systems Corp.
PHYSICIAN'S PRESCRIBING NETWORK	74/441,893 September 30, 1993	2,095,433 September 9, 1997	Med-E-Systems Corp.
SMARTSCRIPTS	74/442,112 September 30, 1993	2,037,390 February 11, 1997	Med-E-Mail Corp.
DR. CHART	Not available	1,889,712 April 18, 1995	Bukstel & Halfpenny, Inc.

PENDING TRADEMARKS

Filed and Pending Trademark	Application Number/ Filing Date	Status	Applicant
Advanced Health Corporation	75/356,747 September 15, 1997	Pending; non-final Office Action mailed February 18, 1999; response to Office Action to be filed by August 18, 1999	Advanced Health Med-E-Systems Corp.
Advanced Health Technologies	75/471,576 April 21, 1998	Pending; non-final Office Action mailed December 28, 1998; amendment to the above Office action was prepared and filed June 28, 1999	Advanced Health Med-E-Systems Corp.
MED-E	74/623,543 January 20, 1995	Opposition pending at TTAB	Med-E-Systems Corp.
MED-E-LINK	74/618,289 January 5, 1995	Further action in this application has been suspended	Med-E-Systems Corp.
@RX ¹	75/729,212 June 15, 1999	Filed in PTO June 15, 1999; awaiting response	AHT Corporation
@LAB	75/728,540 June 15, 1999	Filed in PTO June 15, 1999; awaiting response	AHT Corporation
AHT Corporation	75-746824 July 9, 1999	Published for opposition February 8, 2000	AHT Corporation

¹ See attached correspondence regarding this trademark.

V. Licensed Software

1. Microsoft NT Server V4.0 Service Pack 4
2. Microsoft IIS V4.0
3. Microsoft Open Data Service
4. Microsoft SQL Server V7.0
5. Microsoft Common Control Library
6. Microsoft Internet Explorer V4.0 Service Pack 1.0
7. Crystal Reports V7.0
8. IBM MQ Series V5.0
9. Infoscan formulary database
10. First Databank/Medispan Medfile drug database
11. First Databank/Medispan The Solution
12. First Databank/Medispan Dose Chck
13. First Databank/Medispan Patient drug education database
14. AMA ICD-9 list
15. AMA CPT-4 list