

07-20-2000



101409601

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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6.22.00

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

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other

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

Citizenship/State of Incorporation/Organization

07/19/2000 ASC011 00000116 7544978

FOR OFFICE USE ONLY

40.00 OP  
300.00 OP

01 FC:481  
02 FC:482

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 Practices. 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

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)**

<input type="text" value="7544978"/>	<input type="text" value="74460716"/>	<input type="text" value="75915795"/>
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<input type="text" value="2234172"/>	<input type="text" value="2244568"/>	<input type="text" value="2092571"/>
<input type="text" value="1936502"/>	<input type="text" value="2273881"/>	<input type="text" value="2041188"/>
<input type="text" value="2240913"/>	<input type="text" value="2315342"/>	<input type="text" value="2115912"/>

**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.

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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

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

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name **KEY COMMUNICATIONS SERVICE, INC.**

**06 15 2000**

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization **AN INDIANA CORPORATION**

**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name **E & M RP TRUST**

DBA/AKA/TA

Composed of

Address (line 1) **655 BREA CANYON ROAD**

Address (line 2)

Address (line 3) **WALNUT** **CA/USA** **91789**  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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 the Assignment.)

Corporation  Association

Other **TRUST**

Citizenship/State of Incorporation/Organization **A CALIFORNIA TRUST**

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Trademark Application Number(s)

Registration Number(s)


<b>2327660</b>		

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 **WPJ, INC. (d/b/a INTEGRATED MEDICAL SYSTEMS)**

**06 15 2000**

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization **A CALIFORNIA CORPORATION**

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name **SIAM PARTNERS II**

DBA/AKA/TA

Composed of

Address (line 1) **655 BREA CANYON ROAD**

Address (line 2)

Address (line 3) **WALNUT** **CA / USA** **91789**  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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 the Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization **A CALIFORNIA PARTNERSHIP**

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Trademark Application Number(s)

Registration Number(s)


RECORDATION FORM COVER SHEET  
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Other

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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

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FORM PTO-1618C  
Expires 06/30/00  
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

[Empty text box]

[Empty text box]

Formerly

[Empty text box]

Individual  General Partnership  Limited Partnership  Corporation  Association

Other [Empty text box]

Citizenship State of Incorporation/Organization [Empty text box]

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

RMC Capital, LLC

DBA/AKA/TA

[Empty text box]

Composed of

[Empty text box]

Address (line 1)

3291 North Buffalo Drive

Address (line 2)

Suite 8

Address (line 3)

Las Vegas

NV/USA

89129

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other Limited liability company

Citizenship/State of Incorporation/Organization a Georgia limited liability company

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Trademark Application Number(s)

Registration Number(s)

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Execution Date  
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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

CRM Retirement Partners, LP

DBA/AK/A

Composed of

Address (line 1)

707 Westchester Avenue

Address (line 2)

Address (line 3)

White Plains

NY/USA

10604

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

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

Citizenship/State of Incorporation/Organization

a Delaware limited partnership

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

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Trademark Application Number(s)

Registration Number(s)



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SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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NONE.

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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NONE.

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
Advanced Health Corporation d/b/a AHT Corporation ("AHT")	Non-Exclusive License Agreement	05/26/99	ProxyMed, Inc. and AHT

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

1. "ProxyCare" – Registration #2,234,172 dated 3/23/99
2. "ClinScan" – Registration #2,244,568 dated 5/11/99
3. "KEYLAB" – Registration #2,092,571 dated 9/2/97
4. "PreScribe" – Serial #75/444978, Trademark Application filed 3/5/98
5. "PRE-SCRIBE" – Registration #1,936,502 on 11/21/95 (assigned to ProxyMed)
6. "ProxyNet" – Registration #2,273,881 dated 8/31/99
7. "ProxyMed Pharmacy, Inc." – Serial #74/460,716, Trademark Application filed 3/5/98
8. "PROXYSCRIPT" – Registration #2,041,188 dated 2/25/97
9. "RxRECEIVE" – Registration #2,240,913 dated 4/20/99

Service Marks:

1. "K" and design – Registration #2,315,342 dated 2/8/00
2. "KEY ELECTRONICS" – Registration #2,115,912 dated 11/25/97
3. "Turnkey" and design – Registration #2,327,660 dated 3/14/00

II. TRADEMARK APPLICATIONS

1. "Empowering Physicians with eSolutions" – Serial #75/915,795  
(Trademark Application filed 2/9/00)

Service Marks:

1. "ProxyMed" logo – Application in process (Holland & Knight)
2. "ProxyMed" logo w/tag line – Application in process (Holland & Knight)

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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NONE.

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

A. PRE-SCRIBE Clinic for Windows & related materials--Assigned from Walgreen Co.

B. Copyright Registrations effective 09/24/99:

1. ClinScan 2.3
2. PreScribe Windows 3.1 and Plus
3. PreScribe 2000 (Version 1.0)
4. ProxyCare 1.0.25
5. EZ-Claims DOS
6. EZ-Claims Windows 3.1+
7. EZ-Claims UNIX 1.6+
8. Diskit 1.0
9. Key Alert Specs. 1.2 Build 93

II. COPYRIGHT APPLICATIONS

1. ClinScan DOS 5.0
2. Pharmacy Communication Module 2.6
3. PreScribe DOS (Version 2.5)

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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**NONE.**



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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time hereto, this "Agreement"), dated as of June 15, 2000, is made by each of the grantors signatory hereto and each additional party that becomes a grantor hereto pursuant to Section 8 hereof (each, a "Grantor" and collectively, "Grantors"), in favor of Commonwealth Associates, L.P., a New York limited partnership, in its capacity as agent for the Purchasers ("Commonwealth" or the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Placement Agency Agreement dated as of the date hereof by and among the Company and Commonwealth, Commonwealth agreed to act as placement agent on behalf of the Company in connection with a private placement of senior secured convertible securities of the Company (the "Financing");

WHEREAS, pursuant to that certain Subscription Agreement dated as of the date hereof by and among ProxyMed, Inc., a Florida corporation ("Debtor") and the persons signatory thereto from time to time as purchasers (the "Purchasers") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Subscription Agreement"), the Company issued and sold to the Purchasers (i) those certain 7% senior secured convertible promissory notes in the aggregate principal amount of \$15,000,000 (herein, as at any time amended, extended, restated, renewed or modified, the "Notes") which amount may be increased by exercise of an overallotment option, first by an additional \$7,500,000 aggregate principal amount of the Notes at the option of Commonwealth and then by an additional \$7,500,000 aggregate principal amount of the Notes at the option of the Company, and (ii) those certain warrants to purchase a number of shares of common shares of the Company equal to 50% of the number of shares of common stock issuable upon conversion of the Notes (herein, as at any time amended, extended, restated, renewed or modified, the "Warrants") and that certain Registration Rights Agreement as of the date hereof by and among the Company and the Purchasers (herein, as at any time amended, extended, restated, renewed or modified, the "Registration Rights Agreement" and together with the Subscription Agreement, the Notes and the Warrants, the "Transaction Documents"); and

WHEREAS, it is a condition to the willingness of the Purchasers and the Agent to enter into the Subscription Agreement and to effect the Financing evidencing thereby that the Debtor, Key Communications Service, Inc., an Indiana corporation, and WPJ, Inc. d/b/a

Integrated Medical Systems, a California corporation, enter into this Agreement and grant to the Purchasers and Agent the securities interests provided for herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS.

(a) Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Transaction Documents, as indicated.

(b) “Copyright License” shall mean any written agreement to which the Debtor is a party now or in the future, in which the Debtor is granted license rights in Copyrights or has granted license rights in its Copyrights.

“Copyrights” shall mean all of the following now owned or hereafter acquired by the Debtor: (a) all copyrights (whether registered or unregistered), now existing or hereafter adopted or acquired, all registrations thereof, and all applications in connection therewith, of the United States, or any other country, and (b) all extensions or renewals thereof.

“Patent License” shall mean any written agreement to which the Debtor is a party, now or in the future, in which the Debtor is granted license rights in Patents or has granted license rights in its Patents.

“Patents” shall mean all of the following in which the Debtor now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country and all applications for letters patent of the United States or any other country, and (b) all reissues, continuations, divisionals, continuations-in-part or extensions thereof.

“Secured Obligations” means, collectively, (i) in the case of Debtor, all of its Obligations under the Notes, the Subscription Agreement or the Registration Rights Agreement.

“Trademark License” shall mean rights under any written agreement to which the Debtor is a party, now or in the future, in which the Debtor is granted license rights in Trademarks or has granted license rights in its Trademarks.

“Trademarks” shall mean all of the following now owned or hereafter acquired by the Debtor: (a) all trademarks, trade names, 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 and designs (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office, any state or territory thereof, or any other country or any political subdivision thereof; (b) all renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

“Termination Date” shall mean the date on which all the Notes have been paid in full or converted into common stock or preferred stock of the Company.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Secured Obligations of Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to Agent, on behalf of Agent and Purchasers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

- (a) all of its Patents and the proceeds from any Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and the proceeds from any Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and the proceeds from any Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iii) injury to the goodwill associated with any Trademark or any Trademark licensed under

any Trademark License, and (iv) infringement of any Copyright or Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor jointly and severally represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights.

4. COVENANTS. Each Grantor jointly and severally covenants and agrees with Agent, on behalf of Agent and Purchasers, that from and after the date of this Agreement and until the Termination Date:

(a) Each Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall any Grantor, either directly or through any agent, employee, licensee or designee, file an application for letter patents or the registration of any trademark or copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Purchasers prior written notice thereof, and, upon request of Purchasers, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Purchasers' Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions necessary or requested by Purchasers to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal and affidavits of use, affidavits of incontestability.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, each Grantor shall notify Agent promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral would not have a materially adverse effect on the conduct of its business or operations, promptly sue to stop infringement, misappropriation or dilution and if permitted under the circumstances shall recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem to be reasonably appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's 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.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Transaction Documents.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder shall be the Debtor and those Affiliates of Debtor as are signatories hereto on the date hereof. From time to

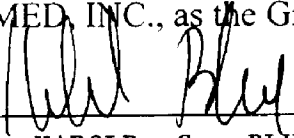
time subsequent to the date hereof, additional direct and indirect subsidiaries of Borrower may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any subsidiary of Debtor to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder. For purposes of this Agreement, subsidiaries means any entity in which the Company, directly or indirectly, owns 10% of the capital stock or holds an equity or similar interest.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date.

[SIGNATURE PAGE FOLLOWS]

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

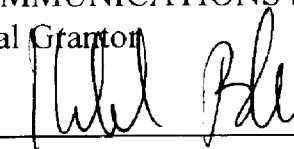
PROXYMED, INC., as the Grantor

By: 

Name: HAROLD S. BLUE

Title: CHAIRMAN OF BOARD

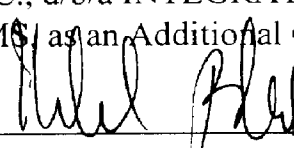
KEY COMMUNICATIONS SERVICE, INC., as an Additional Grantor

By: 

Name: HAROLD S. BLUE

Title: CHAIRMAN OF BOARD

WPJ, INC., d/b/a INTEGRATED MEDICAL SYSTEMS, as an Additional Grantor

By: 

Name: HAROLD S. BLUE

Title: CHAIRMAN OF BOARD

ACCEPTED and ACKNOWLEDGED by:

COMMONWEALTH ASSOCIATES, L.P., as Agent

By: \_\_\_\_\_

Name:

Its: Duly Authorized Signatory

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

PROXYMED, INC., as the Grantor

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

KEY COMMUNICATIONS SERVICE, INC., as an Additional Grantor

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

WPJ, INC., d/b/a INTEGRATED MEDICAL SYSTEMS, as an Additional Grantor

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

ACCEPTED and ACKNOWLEDGED by:

COMMONWEALTH ASSOCIATES, L.P., as Agent

By: \_\_\_\_\_  
Name: *JOSEPH P. WYME*  
Its: Duly Authorized Signatory