

07-28-2000



Attorney Docket No.: 209069.5003

101416086

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>MEDecision, Inc. 724 W. Lancaster Ave., Suite 200 Wayne, PA 19087</p> <p><i>M.D.</i> <i>7.3.00</i></p>	<p>2. Name and address of receiving party(ies):</p> <p>Commerce Bank 200 Lancaster Ave Devon, PA 19333</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Document previously recorded on Reel/Frame 1563/0693 contained errors in 1.196,155 and 1.778,307. Document re-recorded to correct error on stated reel.</p> <p>Execution Date:</p>	<p><input type="checkbox"/> Individual(s) citizenship: <input checked="" type="checkbox"/> Association: National Banking Association <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input type="checkbox"/> Corporation-State: <input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p>
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s):</p>	<p>B. Trademark Registration No.(s): 1,916,155 2,188,333</p>
<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p>Scott W. Goode, Esq. AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P. One Commerce Square 2005 Market Street, 22nd Floor Philadelphia, PA 19103-7086 Telephone: 215-965-1200 Facsimile: 215-965-1210 E-Mail: sgoode@akingump.com</p>	<p>6. Total number of applications and registrations involved: [2]</p> <p>7. Total fee (37 CFR 3.41) Cal. $\frac{1}{1} \times \\$40.00 = \\$ 40.00$ $\frac{1}{1} \times \\$25.00 = \\$ 25.00$ A check in the amount of <u>\$65.00</u> is enclosed to cover the fee incurred with this document. Should any additional fees be incurred in connection with this document, please charge it to our attorney's deposit account.</p> <p>8. Deposit account number: <u>50-1017</u></p>

DO NOT USE THIS SPACE

9. 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.

Scott W. Goode
Name of Person

Scott W. Goode
Signing Signature

06/28/00
Date

Total number of pages including cover sheet, attachments and document: [13]

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02 FC:402 25.00 DP

0651-0011 (exp. 4/94)

I hereby Certify That This Correspondence Is Being Deposited With The United States Postal Service As First Class Mail In An Envelope Addressed To:
U.S. Patent And Trademark Office Office Of Public Records, Crystal Gateway 4, Room 335, Washington, Dc 20231 On The Date Indicated Below.

By *Carly Anderson* Date 06-28-00

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03-25-1997

DEPARTMENT OF COMMERCE
Patent and Trademark Office
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RECEIPT ACCORDING TO

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To the Honorable Commissione

the attached original and copies thereof.

1. Name of conveying party(ies):
MEDECISION, INC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State PENNSYLVANIA
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

Name and address of receiving party(ies)
Name: COMMERCE BANK/PENNSYLVANIA, N.
Internal Address: _____
Street Address: 200 LANCASTER AVENUE
City: DEVON State: PA ZIP: 1333

Individual(s) citizenship _____
 Association NATIONAL BANKING ASSOCIATION
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: FEBRUARY 12, 1997

4. Application number(s) or patent number(s):

A. Trademark Application No. (s)
75/183,291
74/183,287

B. Trademark Registration No. (s)
1,939,384
1,196,155

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: JUNE J. BICKEL
Internal Address: _____
BLANK ROME COMISKY & MCCAULEY
Street Address: FOUR PENN CENTER PLAZA
City: PHILADELPHIA State: PA ZIP: 19103

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ \$115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

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9. 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.

Charles F. Leighton
Name of Person Signing

Charles F. Leighton
Signature

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3-17-97 Date

Total number of pages including cover sheet, attachments, and document 12

Mail documents to be received with required cover sheet information to:
Commissioner of Patents & Trademarks, Box A-1500
Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement"), dated February 17, 1997, is made and entered into by **MEDECISION, INC.**, a Pennsylvania corporation ("Borrower") and delivered to **COMMERCE BANK/PENNSYLVANIA, N.A.** ("Lender").

Background

A. This Agreement is being executed contemporaneously with that certain Amendment to Loan and Security Agreement of even date herewith between Borrower and Lender (the "Amendment"), which amends that certain Loan and Security Agreement dated March 28, 1996, between Borrower and Lender (said Loan and Security Agreement as heretofore or hereafter amended, supplemented or replaced, being called the "Loan Agreement"), and certain related agreements, instruments and documents providing for certain loans and advances to be made from time to time to Borrower from Lender (all such other agreements, instruments and documents as they may hereafter be amended, supplemented or replaced, are hereinafter referred to as the "Loan Documents"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrower has adopted, used and is using (or has filed applications for the registration of) the trademarks, service marks and trade names listed on Schedule "A" attached hereto and made part hereof (all such trademarks, service marks, trade names and applications for the registrations thereof are hereinafter referred to as the "Trademarks").

C. As security for all of Borrower's Obligations (as defined in the Loan Agreement), Borrower is granting and Lender is acquiring a lien on, security interest in and a license to use all of the Trademarks, together with all of the goodwill associated therewith and represented thereby, and Lender is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth in the Loan Agreement.

D. Borrower and Lender desire to have Lender's security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan

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Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged and to secure Borrower's Obligations Borrower grants to Lender a lien on and security interest in all of Borrower's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Borrower hereby covenants and agrees to maintain the Trademarks in full force and effect until all of Borrower's Obligations are satisfied in full

3. Borrower represents, warrants and covenants to Lender that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) All of the Trademarks (except those pending application) are registered, valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Borrower and Lender hereunder) and covenants by Borrower not to sue third persons;

(d) The Trademarks represent all trademarks, service marks, trade names adopted, used or applied for by Borrower.

(e) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a material adverse effect on Borrower or its property; and

(g) Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Lender and its employees and agents the right (with no obligation of any kind upon Lender to do so) to visit Borrower's affiliates, franchises or management locations and to inspect the

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use of the Trademarks and quality control records relating thereto at reasonable times during regular business hours and upon reasonable notice except upon the occurrence of an Event of Default to ensure Borrower's compliance with this paragraph 3(g).

4. Borrower further covenants that:

(a) Until all of the Borrower's Obligations have been satisfied in full, Borrower will not (i) sell or assign its rights and interests in the Trademarks to any entity or person other than Lender or (ii) enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement, Borrower's obligations under the Loan Agreement or which restrict or impair Lender's rights hereunder, without written prior consent of Lender.

(b) If Borrower acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrower shall give Lender prompt written notice thereof along with an amended Schedule "A".

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Lender that an Event of Default has occurred and is continuing under the Loan Agreement and that Lender has elected to exercise its rights hereunder (i) Borrower shall continue to have the exclusive right to use the Trademarks; and (ii) Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Anything herein contained to the contrary notwithstanding, if and while Borrower shall be in default hereunder or an Event of Default exists under the Loan Agreement, Borrower hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in Pennsylvania, may take such action permitted hereunder, under the Loan Documents, or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of Borrower's default hereunder or an Event of Default under the Loan Agreement and while such default or Event of Default exists, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the

Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or wilful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Obligations are indefeasibly paid and satisfied in full.

7. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

8. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

9. Upon Borrower's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all of the Borrower's Obligations, Lender shall execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

10. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of Borrower's Obligations to Lender and shall bear interest at the rate prescribed in the Loan Agreement for the Revolving Loan.

11. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any application and/or

registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until Borrower's Obligations shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Lender, Borrower shall make federal application on registerable but unregistered Trademarks belonging to Borrower and licensed to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrower. Borrower shall not abandon any Trademarks without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed.

12. Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

13. Upon the occurrence of an Event of Default under the Loan Agreement or hereunder, Lender may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Lender's name, but at the expense of Borrower, and Borrower hereby agrees to reimburse Lender in full for all expenses, including, without limitation, all reasonable attorneys' fees incurred by Lender in protecting, defending and maintaining the Trademarks

14. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

16. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania, without regard to its otherwise applicable principles of conflicts of laws.

18. Borrower agrees to the jurisdiction of the State and Federal Courts located in Philadelphia, Pennsylvania and to service by certified mail, return receipt requested at the address of the Borrower

19. BORROWER AND LENDER EACH WAIVES ANY AND ALL RIGHTS EITHER MAY HAVE TO A JURY TRIAL ARISING IN CONNECTION WITH ANY PROCEEDING OR CONTROVERSY RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN BORROWER AND LENDER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal, the day and year first above written.

MEDECISION, INC.

By: David Allan

Title: Chairman & CEO
(Corporate Seal)

Address: 724 West Lancaster Avenue
Wayne, PA 19087

Approved and Accepted:

COMMERCE BANK/PENNSYLVANIA, N.A.

By: S. J. DeLeon

Title: RVP

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SCHEDULE 'A'
TO TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Trademarks	Registration No.	Country	Registration Date
MEDINFORM	1,939,384	USA	12/5/95
MEDECISION CLINICAL DECISION SUPPORT	1,916,155	USA	9/5/95

Applications for Registration

Trademarks	Serial No.	Country	Filing Date
WINUCS	75/183,291	USA	10/17/96
WINCMS	74/183,287	USA	10/17/96

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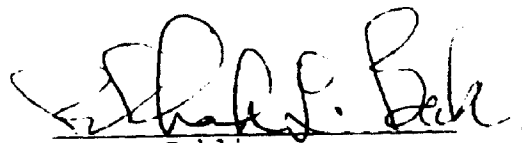
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CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 16 day of February, 1997, before me personally appeared DANN SKOLAR, known to me and being duly sworn, deposes and says that he/she is the CHAIRMAN & CEO of **MEDECISION, INC.**, the corporation described in the foregoing Trademark Security Agreement; that he/she knows the seal of the corporation; that the seal so affixed to the Trademark Security Agreement is such corporate seal; that he/she signed the Trademark Security Agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him/her by law; that the within Trademark Security Agreement is the voluntary act of such corporation; and that he/she desires the same to be recorded as such.


Notary Public

My Commission Expires:

Notarial Seal
Rebekah L. Becker, Notary Public
Easttown Twp., Chester County
My Commission Expires Aug. 9, 1999
Member, Pennsylvania Association of Notaries

EXHIBIT 1

TRADEMARK ASSIGNMENT

WHEREAS, **MEDECISION, INC.**, a Pennsylvania corporation ("Grantor") is the registered owner of the United States trademarks, service marks, trade names and applications for the registrations thereof listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered and/or filed in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee") having a place of business at _____
_____ is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

No rights or duties of any kind are intended to be granted or conferred upon Grantee unless and until this Trademark Assignment is recorded with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of this ___ day of _____.

MEDECISION, INC.

Witness: _____

By: _____
As Attorney-in-fact

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SCHEDULE "A"
TO TRADEMARK ASSIGNMENT

Registered Trademarks

<u>Trademarks</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
MEDINFORM	1,939,384	USA	12/5/95
MEDECISION CLINICAL DECISION SUPPORT	1,916,155	USA	9/5/95

Applications for Registration

<u>Trademarks</u>	<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>
WINUCS	75/183,231	USA	10/17/96
WINCMS	74/183,237	USA	10/17/96

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CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE/Commonwealth of : SS
COUNTY OF :

On this ___ day of _____, _____ before me, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of **MEDECISION, INC.** ("Grantor"), and he acknowledged to me that they executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

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RECORDED: 03/20/1997

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