

08-09-2000



101426549

7-17-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- 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
07/10/2000

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
07/10/2000

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)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- 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.)

08/08/2000 MTHA11 00000163 2288722

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
150.00 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

TRADEMARK
REEL: 002117 FRAME: 0548

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,288,722"/>	<input type="text" value="2,044,409"/>	<input type="text" value="1,977,065"/>
<input type="text" value="1,341,434"/>	<input type="text" value="1,974,141"/>	<input type="text" value="2,170,988"/>
<input type="text" value="2,044,110"/>	<input type="text"/>	<input type="text"/>

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.

Richard Heller

07/14/2000

Name of Person Signing

Signature

Date Signed

**NOTICE OF SECURITY INTEREST AND ASSIGNMENT OF PATENTS AND
TRADEMARKS**

This Notice of Security Interest in and Assignment of Patents and Trademarks ("Notice") is made as of July 10, 2000 by Simione Central Holdings, Inc., a Delaware corporation, Simione Central National, LLC, a Georgia limited liability company, and Simione Central Consulting, Inc., a Georgia corporation, each with its principal place of business located at 6600 Powers Ferry Road, Atlanta, Georgia 30339 (collectively referred to as the "Company").

WHEREAS, the Company and Wainwright Bank & Trust Company (the "Secured Party") have entered into a Loan and Security Agreement dated as of July 10, 2000 (the "Loan and Security Agreement"), pursuant to which (i) the Secured Party has established a credit facility in favor of the Company (all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan and Security Agreement); and (ii) the Company, in order to secure the payment, performance and observance of the obligations of the Company to the Secured Party pursuant to the Loan and Security Agreement or otherwise, has granted the Secured Party a security interest in all the Company's personal property and rights of every kind and nature, whether now owned or hereafter acquired or arising, and all products and proceeds thereof, including but not limited to the Collateral (as defined in paragraph 1 below); and

WHEREAS, the Company has adopted, used and is using, and is the owner of, the patents and trademarks set forth on Schedule A attached hereto, which federal patents and trademarks are registered in the United States Patent and Trademark Office (or for which applications for such registration have been filed and are pending) and are included in the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions set forth in the Security Agreement, NOTICE IS HEREBY GIVEN THAT:

1. Pursuant to the Loan and Security Agreement, the Company has granted to the Secured Party a security interest in, among other things, the following "Collateral": all [state and] federal patents, patent applications, all state and federal trademarks, trademark registrations, trademark registration applications, service marks, service mark registrations, service mark registration applications, all whether now or hereafter owned by the Company, and all goodwill appurtenant to, associated with or symbolized by any of the foregoing, and all proceeds of the foregoing (including but not limited to all royalties and license fees due, accrued or arising in connection with any of the foregoing, and all rights to enforce or sue and/or recover for any past, present or future infringement of any of the foregoing), all in accordance with the terms and conditions of the Loan and Security Agreement.

Without limiting the generality of the foregoing, pursuant to the Loan and Security Agreement the Company has granted to the Secured Party a security interest in the trademarks set forth on Schedule A hereto and in the registrations of such patents and trademarks in the United States Patent and Trademark Office (and the applications for such registration), and

in all goodwill appurtenant to, associated with or symbolized by such patents and trademarks and/or the registration thereof.

2. Pursuant to the Loan and Security Agreement, the Company will not hereafter sell or offer to sell or otherwise transfer the Collateral or any interest therein, or grant any rights or interests thereto or therein, except for licenses of the Collateral in the ordinary course of business.


3. The Company will report any new patents and trademark filings and will notify the Secured Party if a patent or trademark has been abandoned or canceled.

4. The Company and the Secured Party do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

5. This instrument is made pursuant to the Loan and Security Agreement. The Company hereby expressly authorizes the Secured Party to record this instrument in the United States Patent and Trademark Office, as well as in any other federal or state office in which any of the Company's rights or interests comprising or connected with the Collateral (including but not limited to rights arising under applicable state law) have been registered or recorded.

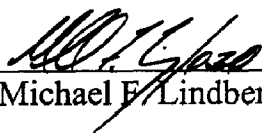
IN WITNESS WHEREOF, the Company has caused this Notice to be duly executed, as an instrument under seal, by its duly authorized officer as of the date above first written.

SIMIONE CENTRAL HOLDINGS, INC.


By: R. Bruce Dewey, President

ACKNOWLEDGED:

WAINWRIGHT BANK & TRUST COMPANY


By: Michael F. Lindberg, Senior Vice President

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) ss.

On this 10th day of July, 2000, before me personally appeared R. Bruce Dewey, to me known, who being by me duly sworn, declared that he is the President of Simione Central Holdings, Inc., the corporation described in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.



Notary Public:

My commission expires:
August 13, 2001

IN WITNESS WHEREOF, the Company has caused this Notice to be duly executed, as an instrument under seal, by its duly authorized officer as of the date above first written.

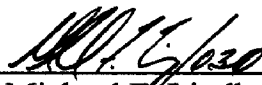
SIMIONE CENTRAL NATIONAL, LLC

By: SC Holding, Inc., a Georgia corporation, its sole member and manager


By: R. Bruce Dewey, President


ACKNOWLEDGED:

WAINWRIGHT BANK & TRUST COMPANY


By: Michael F. Lindberg, Senior Vice President

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)ss.

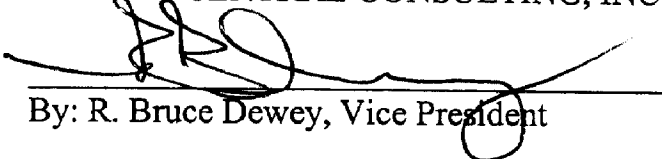
On this 10th day of July, 2000, before me personally appeared R. Bruce Dewey, to me known, who being by me duly sworn, declared that he is the President of SC Holding, Inc., the corporation described in, being the sole member and manager of Simione Central National, LLC, and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation as the sole member and manager of SC Holding, Inc. therein named; and as the free act and deed in its capacity as sole member and manager of Simione Central National, LLC, and the free act and deed of Simione Central National LLC.


Notary Public:

My commission expires:
August 13, 2001

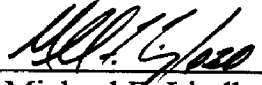
IN WITNESS WHEREOF, the Company has caused this Notice to be duly executed, as an instrument under seal, by its duly authorized officer as of the date above first written.

SIMIONE CENTRAL CONSULTING, INC.


By: R. Bruce Dewey, Vice President

ACKNOWLEDGED:

WAINWRIGHT BANK & TRUST COMPANY


By: Michael F. Lindberg, Senior Vice President

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)ss.

On this 10th day of July, 2000, before me personally appeared R. Bruce Dewey, to me known, who being by me duly sworn, declared that he is the Vice President of Simione Central Consulting, Inc., the corporation described in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

Cynthia M. Vinard
Notary Public: *August 13, 2001*
My commission expires: