

02-15-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

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
01 / 31 / 2001

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
01 / 31 / 2001

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 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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: 002235 FRAME: 0378

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.

David F Bacon, Jr
Name of Person Signing

[Signature]
Signature

1-30-01
Date Signed

SECURITY INTEREST IN TRADEMARKS

This Security Interest in Trademarks ("Assignment") is made as of January 31, 2001, by ComCoTec, Inc., a Tennessee corporation, located at 2505 South Finley Road, #110, Lombard, Illinois 601484 ("Debtor") and AmSouth Bank, an Alabama state bank, located at AmSouth Bank Center, Nashville, Tennessee 37237 ("Secured Party").

BACKGROUND

A. Debtor owns the trademarks of the United States, more particularly described on Schedule A annexed hereto as part hereof (the "Trademarks").

B. Debtor is indebted to Secured Party and has entered into a Loan and Security Agreement dated January 31, 2001 in favor of Secured Party (the "Agreement").

C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in, and mortgage on, all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by or associated with the Trademarks and the application and registrations, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Agreement; and

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party and Debtor with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement.

IN WITNESS WHEREOF, Debtor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 31 day of January, 2001.

COMCOTEC, INC.

By: R. Ralt

Title: Secretary

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, Jennifer Johnson a Notary Public of said County and State, personally appeared David Bacon, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be President (or other officer authorized to execute the instrument) of ComCoTec, Inc., the within named bargainer, a corporation, and that he/she as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as David Bacon

Witness my hand and seal, at Office in Nashville, this 30 day of January, 2001.

Jennifer B. Johnson
Notary Public

My Commission Expires: 6/24/04

SCHEDULE A TO SECURITY INTEREST IN
TRADEMARKS

TRADEMARK	FILING DATE	TRADEMARK REGISTRATION/SERIAL NUMBER
RXMAX	06/30/00	76/081,764
RXEXCHANGE	09/20/99	75/803,864
RXCLAIM	11/27/92	1,813,491
RXSERVER	08/28/92	1,852,935
RXCLAIM	06/20/91	1,731,517
RXEXPRESS	04/08/85	1,392,192

432437.1 1/24/01

RECORDED: 02/01/2001

TRADEMARK
REEL: 002235 FRAME: 0382