

04-02-2001

FORM PTO-

1-31-92

REC



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

3-22-01

101654728

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

1. Name of conveying party(ies):

Healthcare.com Corp.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other

Execution Date: 12/20/00

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank
 Internal Address: Loan Documentation HG150
 Street Address: 3003 Tasman Drive
 City: Santa Clara State: Ca ZIP: 95054

- Individual(s) Citizenship
- 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

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

A. Trademark Application No.(s)

76/006,967
 76/006,964
 76/080,624
 76/080,945
 76/158,019
 76/081,259

B. Trademark Registration No.(s)

76/080,946
 76/080,903
 76/006,966
 76/006,821
 76/177,777

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Silicon Valley Bank
 Internal Address: Loan Documentation HG150

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41):\$ 540.00
 Enclosed

Authorized to be charged to deposit account

Street Address: 3003 Tasman Dr.

8. Deposit account number:

City: Santa Clara State: Ca ZIP: 95054

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

04/02/2001 TDIQZ1 00000131 76006967

01 FC:481 40.00 OP
 02 FC:482 500.00 OP

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.

JOANNA JUCHA
 Name of Person Signing

Signature

2/7/01
 Date

Total number of pages comprising cover sheet:

OMB No 0651-0011 (exp 4/94)

TRADEMARK
 REEL: 002262 FRAME: 0458

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
Healthcare.com, Corp.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Silicon Valley Bank
Internal Address: Loan Documentation HG150
Street Address: 3003 Tasman Drive
City: Santa Clara State: Ca ZIP: 95054
 Individual(s) Citizenship
 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: *12/20/00*

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)
75/799828
76/006,965
76/006,816

B. Trademark Registration No.(s)
1,994,113
2,308,395
2,387,196
2,314,627
2,384,944
2,314,626

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Silicon Valley Bank
Internal Address: Loan Documentation HG150
Street Address: 3003 Tasman Dr.
City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved *21*
7. Total fee (37 CFR 3.41):\$ *540.00*
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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.

Name of Person Signing

Francisco
Signature

2/7/01
Date

Total number of pages comprising cover sheet:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 20, 2000 by and between SILICON VALLEY BANK ("Bank") and HEALTHCARE.COM CORPORATION ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

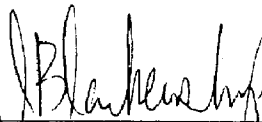
Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
1850 Parkway Place, Suite 1100
Marietta, Georgia 30067
Attn: Joseph Blankenship, Chief Financial Officer

HEALTHCARE.COM CORPORATION

By: 
Name: Joseph Blankenship
Title: CFO

BANK:

Address of Bank:
3343 Peachtree Road, NE, Suite 312
Atlanta, Georgia 30326
Attn: Angela Hart, Vice President

SILICON VALLEY BANK


By: 
Name: Angela Hart
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Number</u>	<u>Registration/ Date</u>
1. Cloverleaf	TX 4-309-244	June 7, 1999
2. Emerge	TX4-252-652	June 7, 1999

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
1. System for Facilitating Data Exchange Between Web and Legacy Applications	Atty Ref. #HIE4.PRV1 and #hie4prv2 (4226.110699)	November 16, 2000

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
CLOVERLEAF*	1,994,113	
EMERGE*	2,308,395	
HEALTHCARE.COM*	75/799828	

SEE ATTACHED DESCRIPTION OF
ADDITIONAL MARKS.

*Trademarks owned by predecessors in interest to HEALTHCARE.COM CORPORATION and are in the process of being assigned to HEALTHCARE.COM CORPORATION.

Trademark Report by Mark
12/20/2000

Printed:
Page 1

COUNTRY STATUS	REFERENCE# CLASSES	FILED	APPL#	REGDT	REG#
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CLOVERNET

UNITED STATES PENDING	T03346US0 09	03/22/2000	76/006,965		
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09 - Computer software for application and database integration

UNITED STATES PENDING	T03346US1 35	03/22/2000	76/006,816		
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35 - Consultation services regarding computer software database and application integration

DIMENSIONS GROUP

UNITED STATES ABANDONED	T01755US0 41				
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41 - EDUCATIONAL SERVICES TO THE HEALTHCARE INDUSTRY

UNITED STATES ABANDONED	T01755US1 35				
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35 - CONSULTING SERVICES TO THE HEALTHCARE SERVICES

EMERGENET

UNITED STATES PENDING	T03347US0 09	03/22/2000	76/006,970		
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09 - Computer software for application and database integration

UNITED STATES PENDING	T03347US1 42	03/22/2000	76/009,911		
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42 - Consultation services regarding computer software database and application integration

HIE

UNITED STATES REGISTERED	T02635US0 42	02/22/1999	75/644,943	09/19/2000	2,387,196
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42 - Consultation services regarding computer software database and application integration.

UNITED STATES REGISTERED	T02635US1 9	02/22/1999	75/645,224	02/01/2000	2,314,627
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9 - Computer programs for electronic data interchange between various software applications, hardware platforms and networks.

HIE & Design

UNITED STATES REGISTERED	T02634US0 42	02/22/1999	75/644,584	09/12/2000	2,384,944
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42 - Consultation services regarding computer software databases and applications integration.

UNITED STATES REGISTERED	T02634US1 9	02/22/1999	75/644,937	02/01/2000	2,314,626
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9 - Computer programs for electronic data interchange between various software applications, hardware platforms and networks.

INSURENET

UNITED STATES PENDING	T03349US0 09	03/22/2000	76/006,967		
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09 - Computer software for application and database integration

UNITED STATES PENDING	T03349US1 42	03/22/2000	76/006,964		
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Silicon Valley Bank - Intellectual Property Security Agreement

93005

(3/13/00)

ORDERNET

UNITED STATES T03489US0 06/28/2000 76/080,624
PENDING 09

09 - Computer software for application and database integration.

UNITED STATES T03489US1 06/30/2000 76/080,945
PENDING 35

35 - Consultation services regarding computer software database and application integration.

PERSONNET

UNITED STATES T03490US0 11/01/2000 76/158,019
PENDING 09

09 - Computer software for application and database integration.

UNITED STATES T03490US1 06/30/2000 76/081,259
PENDING 35

35 - Consultation services regarding computer software database and application integration.

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COUNTRY STATUS	REFERENCE# CLASSES	FILED	APPL#	REGDT	REG#
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RECORDNET

UNITED STATES T03488US0 06/28/2000 76/080,623
PENDING 09

09 - Computer software for application and database integration.

UNITED STATES T03488US1 06/30/2000 76/080,946
PENDING 35

35 - Consultation services regarding computer software database and application integration.

SOLUTION SOURCING

UNITED STATES T03555US0 06/30/2000 76/080,903
PENDING 35

35 - Consultation services regarding computer software database and application integration.

SUPPLYNET

UNITED STATES T03348US0 03/22/2000 76/006,966
PENDING 09

09 - Computer software for application and database integration

UNITED STATES T03348US1 03/22/2000 76/006,821
PENDING 35

35 - Consultation services regarding computer software database and application integration

WEBCONX

UNITED STATES T12200US0 12/08/2000 76/177,777
PENDING 09

09 - Computer software for application and database integration for the healthcare industry.