

05-11-2001

FORM PTO-1594 (Rev. 6-93)

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3 SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark

OMB No. 0651-0011 (exp. 4/9)

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Tab settings

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

1. Name of conveying party(ies): Thoroughbred Acquisition, Inc.

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

2. Name and address of receiving

Name: FINOVA Capital Corporation

Internal Address:

Street Address: P.O. Box 2209

City: Phoenix State: AZ Zip: 85002

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

If assignee is not domiciled in the United States, a 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, Security Agreement, Merger, Change of Name, Other

March 5, 2001

Execution Date:

4. Application number(s) or trademark

A. Trademark Application No.(s) -NONE-

B. Trademark Registration -SEE ATTACHED-

Additional numbers attached? YES

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

Name: Federal Research Corp.

Internal Address:

Street Address: 400 Seventh St NW Suite 101

City: Washington Stat. DC ZIP 20004

6. Total number of applications and registrations

7. Total fee (37 CFR)

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

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

RECEIVED 2001 MAY 11 AM 11:30 ASSIGNMENT SERVICES DIVISION

DO NOT USE THIS SPACE

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FE:401 40.00 DP FE:402 250.00 DP

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 of the original document.

Rebecca L. Foley Name of Person

Signature

05/08/01 Date

9

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

Attachment 1
Trademarks and Trademark Licenses of Debtor

1. **Item A - Trademarks and Trademark Registrations**

Registered Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Reg.</u>
ARM	1,583,358	02/20/90	Thoroughbred Acquisition, Inc.	USPTO
FI2001	1,959,803	03/05/96	Thoroughbred Acquisition, Inc.	USPTO
FISCAL INFORMATION, INC. AND DESIGN	1,330,595	04/16/85	Thoroughbred Acquisition, Inc.	USPTO
KREDO	1,800,032	10/19/93	Thoroughbred Acquisition, Inc.	USPTO
KREDO	1,800,036	10/19/93	Thoroughbred Acquisition, Inc.	USPTO
MEDPRINT+	2,104,073	10/07/97	Thoroughbred Acquisition, Inc.	USPTO
PAR	1,414,772	10/28/86	Thoroughbred Acquisition, Inc.	USPTO
SENTINEL SERIES	1,650,407	07/09/91	Thoroughbred Acquisition, Inc.	USPTO
TELEDUN	1,364,302	10/08/85	Thoroughbred Acquisition, Inc.	USPTO
SHOWERMATIC	2,104,072	10/07/97	Thoroughbred Acquisition, Inc.	USPTO
PROFESSIONAL FILE	1,585,358	03/06/90	Thoroughbred Acquisition, Inc.	USPTO

<u>Pending Trademark</u>	<u>Application Number</u>	<u>Owner</u>
	NONE	

Common Law Trademarks

<u>Trademarks</u>	<u>Company/Subsidiary</u>
Ledger Solution	Thoroughbred Acquisition, Inc.
PAR	Thoroughbred Acquisition, Inc.
R/2000	Thoroughbred Acquisition, Inc.
PROMED	Thoroughbred Acquisition, Inc.

2. **Item B - Trademark Licenses**

NONE

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of March 5, 2001, is between **THOROUGHbred ACQUISITION, INC.**, a Georgia corporation ("Debtor"), and **FINOVA CAPITAL CORPORATION**, a Delaware corporation ("Secured Party").

RECITALS:

A. InfoCure Corporation, a Delaware corporation ("InfoCure"), InfoCure Systems, Inc., a Georgia corporation ("ISI"), Debtor (individually a "Borrower" and collectively the "Borrowers"), and Secured Party have entered into that certain Loan Agreement dated as of August 11, 1999 (as the same may be amended, modified, supplemented or restated from time to time, the "Loan Agreement"), pursuant to which Secured Party has agreed to make loans and other financial accommodations (collectively, the "Loans") to Borrowers, subject to the terms and conditions set forth in the Loan Agreement. Prior to the execution and delivery hereof, ISI merged with and into InfoCure pursuant to the Distribution Transaction Documents (as defined in Section 1 below).

B. In connection with the Loan Agreement, Debtor has executed and delivered to Secured Party a Security Agreement dated as of August 11, 1999 (as the same may be amended, modified, supplemented or restated from time to time, the "Security Agreement").

C. To induce Secured Party to make, and to continue to make, the Loans under the Loan Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the "Trademark Collateral" (as defined below) of Debtor to secure Borrowers' Obligations (as defined in the Loan Agreement).

D. Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to induce Secured Party to make, and continue to make, the Loans to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, to secure Borrowers' Obligations, Debtor does hereby grant to Secured Party a continuing security interest in all of the following Property of Debtor (collectively, the "Trademark Collateral"), whether now owned or existing and hereafter acquired or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. **Security Agreement.** This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. **Release of Security Interest.** Upon payment and performance in full of Borrowers' Obligations and the termination of the Commitments, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and documents as may be necessary or proper to release the Lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. **Acknowledgment.** Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

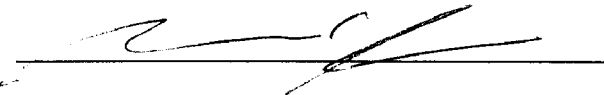
6. **Loan Document, Etc.** This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

7. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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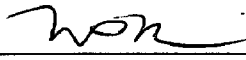
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THOROUGHbred ACQUISITION, INC., a
Georgia corporation

By: 

A duly authorized officer of Debtor

FINOVA CAPITAL CORPORATION, a Delaware
corporation

By: 

Vice President

STATE OF Georgia)
)
COUNTY OF Fulton) SS.

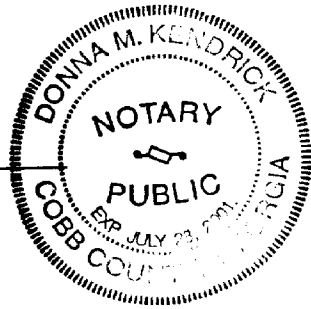
I, Donna M Kendrick, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Richard E Perlman personally known to me to be an authorized officer of Thoroughbred Acquisition, Inc., a Georgia corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as an authorized officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of March, 2001.

Donna M Kendrick
Notary Public

My Commission Expires:

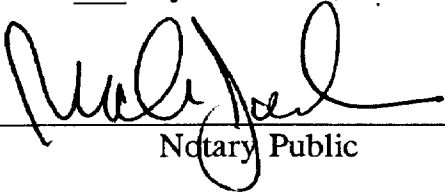
July 28, 2001



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Michael Jacobson, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Michael Keller, personally known to me to be a Vice President of FINOVA Capital Corporation, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of March, 2001.



Notary Public

My Commission Expires:



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1. Item A - Trademarks and Trademark Registrations

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Application Number

Owner

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2. Item B - Trademark Licenses

NONE