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

1. Name of conveying party(ies):
Cadi Acquisition Corporation, a Colorado corporation
Practiceworks Systems, LLC, a Georgia LLC

- Individual(s)
 - Association
 - General Partnership
 - Limited Partnership
 - Corporation-State
 - Other See above
- Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

March 5, 2001

Execution Date:

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

4. Application number(s) or trademark

A. Trademark Application No.(s)
76-142,683 76-125,012 76-171,496 76-171-491

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 18

7. Total fee (37 CFR) \$ 465.00

- 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 11:31
ASSIGNMENT SERVICES
DIVISION

DO NOT USE THIS SPACE

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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.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

05/08/01
Date

12

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 - Trademark and Trademark Registrations

| <u>Trademark</u> | <u>Number</u> | <u>Date</u> | <u>Owner</u> | <u>Reg.</u> |
|------------------------------------|---------------|-------------|----------------------------|------------------|
| Rovak (Supplemental) | 1,990,507 | 07/30/96 | PracticeWorks Systems, LLC | USPTO |
| Rovak (Principal) | 2,009,950 | 10/22/96 | PracticeWorks Systems, LLC | USPTO |
| Powerpractice | 1,934,126 | 11/07/95 | PracticeWorks Systems, LLC | USPTO |
| WINOMS | 1,947,961 | 01/16/96 | PracticeWorks Systems, LLC | USPTO |
| WINMED | 2,018,074 | 11/19/96 | PracticeWorks Systems, LLC | USPTO |
| Micro-Designs Software Corporation | 2,005,786 | 10/08/96 | PracticeWorks Systems, LLC | USPTO |
| Practice Works | 1,900,446 | 06/20/95 | PracticeWorks Systems, LLC | USPTO |
| DentalEd | 2,017,261 | 11/19/96 | PracticeWorks Systems, LLC | USPTO |
| DentalMac | 1,382,092 | 02/11/86 | PracticeWorks Systems, LLC | USPTO |
| Practice Outlook | 1,536,188 | 06/24/96 | PracticeWorks Systems, LLC | USPTO |
| INTELLIDENT | 2,257,959 | 04/20/99 | PracticeWorks Systems, LLC | USPTO |
| TriNavy | 2,023,402 | | PracticeWorks Limited | UK Patent Office |
| TriMedic | 2,023,383 | | PracticeWorks Limited | UK Patent Office |
| TriDent | 2,023,309 | | PracticeWorks Limited | UK Patent Office |

| <u>Pending Trademark</u> | <u>Application Number</u> | <u>Owner</u> |
|--------------------------|---------------------------|----------------------------|
| PRACTICE TOGO | 76-142,683 | PracticeWorks Systems, LLC |
| PRACTICEWORKS | 76-125,012 | PracticeWorks Systems, LLC |
| PRACTICEWORKS OFFICE | 76-171,496 | PracticeWorks Systems, LLC |
| PRACTICEWORKS ON-LINE | 76-171-491 | PracticeWorks Systems, LLC |
| TRIDENT | Appl. filed | PracticeWorks Systems, LLC |
| CLINIDENT | Appl. filed | PracticeWorks Systems, LLC |

CADI Acquisition, Inc.

NONE

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of March 5, 2001, is among **CADI ACQUISITION CORPORATION**, a Colorado corporation ("CADI"), **PRACTICEWORKS SYSTEMS, LLC**, a Georgia limited liability company ("PracticeWorks Systems") (CADI and PracticeWorks Systems sometimes hereinafter are referred to individually as a "Debtor" and collectively as "Debtors"), and **FINOVA CAPITAL CORPORATION**, a Delaware corporation ("Secured Party").

RECITALS:

A. PracticeWorks, Inc., a Delaware corporation ("Borrower"), and Secured Party have entered into that certain Loan Agreement of even date herewith (as the same maybe 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 Borrower, subject to the terms and conditions set forth in the Loan Agreement.

B. To induce Secured Party to enter into the Loan Agreement and to make the Loans under the Loan Agreement, Debtors have agreed (i) to guaranty, jointly and severally, Borrower's Obligations pursuant to that certain Subsidiary Guaranty of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") by Debtors to and for the benefit of Secured Party and (ii) to enter into that certain Subsidiary Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with Secured Party to secure the payment, performance and observance of their joint and several liabilities and obligations under the Guaranty (collectively, "Guarantors' Obligations") and Borrower's Obligations.

C. As further inducement to Secured Party to make the Loans, each Debtor has agreed to enter into this Agreement to further secure the payment, performance and observance of Guarantors' Obligations and Borrower's Obligations by granting to Secured Party a continuing security interest in all of the "Trademark Collateral" (as defined below) of such Debtor to secure Guarantors' Obligations and Borrower's Obligations.

D. Each 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 the Loans to Borrower pursuant to the Loan Agreement, each 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 Guarantors' Obligations and Borrower's Obligations, each Debtor does hereby grant to Secured Party a continuing security interest in all of the following Property of such 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 such 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 each 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 Guarantors' Obligations and Borrower's Obligations and the termination of the Commitments, Secured Party shall, at Debtors' expense, execute and deliver to Debtors 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.** Each 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.

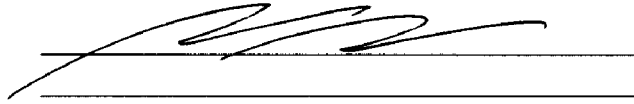
7. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows.]

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.

CADI ACQUISITION CORPORATION, a
Colorado corporation

By:



A duly authorized officer of such Debtor

PRACTICEWORKS SYSTEMS, LLC, a
Georgia limited liability company

By:



A duly authorized officer of such Debtor

FINOVA CAPITAL CORPORATION, a
Delaware corporation

By:



Vice President

STATE OF Georgia)
) SS.
COUNTY OF Fulton)

I, Ingrid Erika Rolke, 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 CADI Acquisition Corporation, a Colorado 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.



Ingrid Erika Rolke
Notary Public

My Commission Expires:

May 12, 2002

STATE OF Georgia)
) SS.
COUNTY OF Fulton)

I, Ingrid Erika Rolke, 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 PracticeWorks Systems, LLC, a Georgia limited liability company, 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 limited liability company, pursuant to authority, given by the Members of said limited liability company as such person's free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

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



Ingrid Erika Rolke
Notary Public

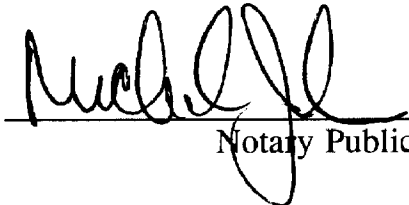
My Commission Expires:

May 12, 2002

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 6th day of March, 2001.



Notary Public

My Commission Expires:



Attachment 1
Trademarks and Trademark Licenses of Debtor

1. Item A - Trademark and Trademark Registrations

| <u>Trademark</u> | <u>Number</u> | <u>Date</u> | <u>Owner</u> | <u>Reg.</u> |
|------------------------------------|---------------|-------------|----------------------------|------------------|
| Rovak (Supplemental) | 1,990,507 | 07/30/96 | PracticeWorks Systems, LLC | USPTO |
| Rovak (Principal) | 2,009,950 | 10/22/96 | PracticeWorks Systems, LLC | USPTO |
| Powerpractice | 1,934,126 | 11/07/95 | PracticeWorks Systems, LLC | USPTO |
| WINOMS | 1,947,961 | 01/16/96 | PracticeWorks Systems, LLC | USPTO |
| WINMED | 2,018,074 | 11/19/96 | PracticeWorks Systems, LLC | USPTO |
| Micro-Designs Software Corporation | 2,005,786 | 10/08/96 | PracticeWorks Systems, LLC | USPTO |
| Practice Works | 1,900,446 | 06/20/95 | PracticeWorks Systems, LLC | USPTO |
| DentalEd | 2,017,261 | 11/19/96 | PracticeWorks Systems, LLC | USPTO |
| DentalMac | 1,382,092 | 02/11/86 | PracticeWorks Systems, LLC | USPTO |
| Practice Outlook | 1,536,188 | 06/24/96 | PracticeWorks Systems, LLC | USPTO |
| INTELLIDENT | 2,257,959 | 04/20/99 | PracticeWorks Systems, LLC | USPTO |
| TriNavy | 2,023,402 | | PracticeWorks Limited | UK Patent Office |
| TriMedic | 2,023,383 | | PracticeWorks Limited | UK Patent Office |
| TriDent | 2,023,309 | | PracticeWorks Limited | UK Patent Office |

Pending Trademark

| <u>Pending Trademark</u> | <u>Application Number</u> | <u>Owner</u> |
|--------------------------|---------------------------|----------------------------|
| PRACTICE TOGO | 76-142,683 | PracticeWorks Systems, LLC |
| PRACTICEWORKS | 76-125,012 | PracticeWorks Systems, LLC |
| PRACTICEWORKS OFFICE | 76-171,496 | PracticeWorks Systems, LLC |
| PRACTICEWORKS ON-LINE | 76-171-491 | PracticeWorks Systems, LLC |
| TRIDENT | Appl. filed | PracticeWorks Systems, LLC |
| CLINIDENT | Appl. filed | PracticeWorks Systems, LLC |

CADI Acquisition, Inc.

NONE

Common Law Trademarks

| <u>Trademarks</u> | <u>Company/Subsidiary</u> |
|-------------------------------------|----------------------------|
| Oral Surgery (OMS) | PracticeWorks Systems, LLC |
| OMS | PracticeWorks Systems, LLC |
| Orthoworks/PCM | PracticeWorks Systems, LLC |
| Rovak Voice | PracticeWorks Systems, LLC |
| Rovak General Ledger | PracticeWorks Systems, LLC |
| KC-2000 | PracticeWorks Systems, LLC |
| KC-95 | PracticeWorks Systems, LLC |
| Dental Wizard | PracticeWorks Systems, LLC |
| MDPM | PracticeWorks Systems, LLC |
| OPMS for DOS | PracticeWorks Systems, LLC |
| Class-1 | PracticeWorks Systems, LLC |
| Orthoware | PracticeWorks Systems, LLC |
| AlphaHealthCare | PracticeWorks Systems, LLC |
| CfW | PracticeWorks Systems, LLC |
| Cobb for Endo | PracticeWorks Systems, LLC |
| Cobb for Oral Systems | PracticeWorks Systems, LLC |
| Cobb for Perio | PracticeWorks Systems, LLC |
| Cobb for Windows | PracticeWorks Systems, LLC |
| Cobb for Windows/Enterprise Edition | PracticeWorks Systems, LLC |
| Cobb for Windows 97 | PracticeWorks Systems, LLC |
| Cobb Speedy Bill | PracticeWorks Systems, LLC |
| Contract Wizard | PracticeWorks Systems, LLC |
| DBS | PracticeWorks Systems, LLC |
| Dental Business System | PracticeWorks Systems, LLC |
| Focus | PracticeWorks Systems, LLC |
| Office Wizard | PracticeWorks Systems, LLC |
| Treatment Entry Wizard | PracticeWorks Systems, LLC |
| UnidentX | PracticeWorks Systems, LLC |
| World Class Training | PracticeWorks Systems, LLC |
| www.cobbdental.com | PracticeWorks Systems, LLC |
| Dental Corporate Office System | PracticeWorks Systems, LLC |
| DCOS | PracticeWorks Systems, LLC |

Please Note: None of the foregoing common law trademarks have been registered under state or federal law.

CADI Acquisition, Inc.

NONE

2. Item B - Trademark Licenses

CADI Acquisition, Inc.

NONE

PracticeWorks Systems, LLC

NONE