



101797627

Tab settings

To the Honorable Commissioner of Patents

Submitted original documents or copy thereof.

1. Name of conveying party(ies): InfoCure Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State DE, Other, Additional name(s) of conveying party(ies) attached?

3. Nature of conveyance:

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

Execution Date: March 5, 2001

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) -SEE ATTACHED-

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

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)

ASSIGNMENT DIVISION 2001 MAY 11 11:31 RECEIVED

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 of the original document.

Rebecca L. Foley Name of Person

Signature

05/08/01

Date

Total number of pages including cover sheet, attachments, and

10

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>
INFO/CURE	1,501,182	08/23/88	InfoCure Corporation	
OMS Optical Mark System	1,902,535	07/04/95	InfoCure Corporation	USPTO
DISC/SCAPE	2,161,991	06/02/98	InfoCure Corporation	USPTO
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RADMAN & design	1,633,022	01/29/91	InfoCure Corporation	USPTO
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Datamedic	1,157,908	06/23/81	InfoCure Corporation	USPTO
Datamedic	2,322,905	02/29/00	InfoCure Corporation	USPTO
DS Collection Agency	0,952,919	02/06/73	InfoCure Corporation	USPTO
EYEstation	2,108,725	10/28/97	InfoCure Corporation	USPTO
EMstation	2,103,110	10/07/97	InfoCure Corporation	USPTO
FPstation	2,127,036	01/06/98	InfoCure Corporation	USPTO
PMstation	2,081,755	07/22/97	InfoCure Corporation	USPTO
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IMstation	2,128,631	01/13/98	InfoCure Corporation	USPTO
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ChartWriter	2,116,518	11/25/97	InfoCure Corporation	USPTO

<u>Pending Trademark</u>	<u>Application Number</u>	<u>Owner</u>
PRISM	75-737,342	Assigned from Prism Data Systems, Inc. to InfoCure Corporation
VITALWORKS	76-031,877	InfoCure Corporation
VITALWORKS Logo Design	76-032,063	InfoCure Corporation
INFOUNPLUGGED	76-143,433	InfoCure Corporation
WHERE DOCTORS GET CONNECTED	76-102,332	InfoCure Corporation
INFOMINE	75-514,264	InfoCure Corporation

## TRADEMARK SECURITY AGREEMENT

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

### RECITALS:

**A.** Debtor, InfoCure Systems, Inc., a Georgia corporation ("ISI"), Thoroughbred Acquisition, Inc., a Georgia corporation (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 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 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 Debtor 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.

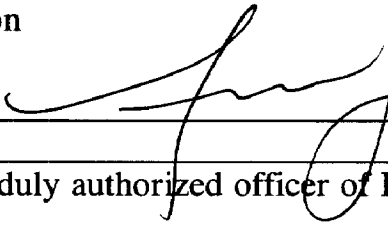
7. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[remainder of page intentionally left blank]

**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.


**INFOCURE CORPORATION**, a Delaware corporation

By:

  
\_\_\_\_\_  
\_\_\_\_\_  
A duly authorized officer of Debtor

**FINOVA CAPITAL CORPORATION**, a Delaware corporation

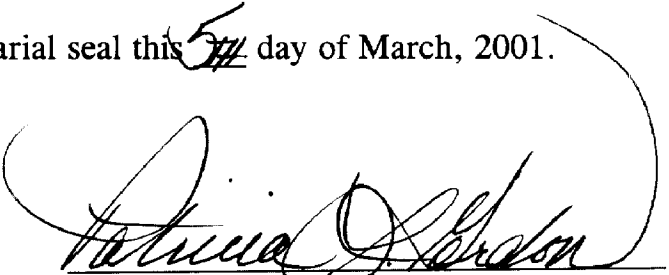
By:

  
\_\_\_\_\_  
Vice President

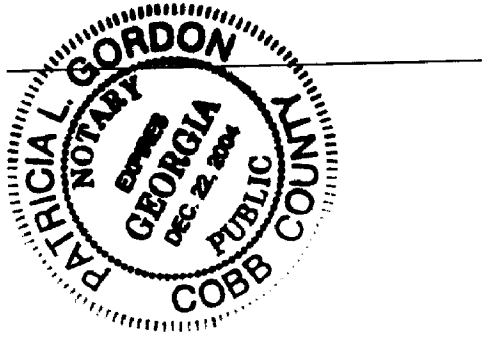
STATE OF GEORGIA )  
COUNTY OF FULTON ) SS.

I, PATRICIA L. GORDON, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that FREDERICK L. FIVE personally known to me to be an authorized officer of InfoCure 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 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 5~~th~~ day of March, 2001.

  
Notary Public

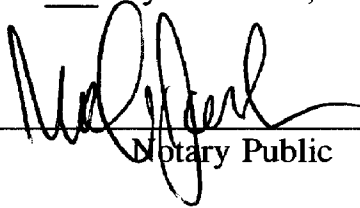
My Commission Expires:



STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK     )     SS.

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 5<sup>th</sup> day of March, 2001.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:





**Attachment 1**  
**Trademarks and Trademark Licenses of Debtor**

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

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WHERE DOCTORS GET CONNECTED	76-102,332	InfoCure Corporation
INFOMINE	75-514,264	InfoCure Corporation

Common Law Trademarks

<u>Trademarks</u>	<u>Company/Subsidiary</u>
DR Dictation for DOS	InfoCure Corporation
DR STARR	InfoCure Corporation
Dental Practice Mgr (DPM)	InfoCure Corporation
Medical Practice Mgr (MPM)	InfoCure Corporation
Power Notes	InfoCure Corporation
Sandi	InfoCure Corporation
DR Podiatry	InfoCure Corporation
DR Podiatry Software	InfoCure Corporation
DRK (digital record keeper)	InfoCure Corporation
PRK (patient record keeper)	InfoCure Corporation
CCI Medical Management System	InfoCure Corporation
DR Software	InfoCure Corporation
DR Dictation for Windows	InfoCure Corporation
Acclaim/Alledge	InfoCure Corporation
Micro*Star	InfoCure Corporation
OPMS/32	InfoCure Corporation
WISDOM	InfoCure Corporation
DR Animator	InfoCure Corporation
HCD	InfoCure Corporation
Millard-Wayne	InfoCure Corporation
InfoMine	InfoCure Corporation
InfoFunds	InfoCure Corporation
POLCI	InfoCure Corporation
Gateway Electronic Claims	InfoCure Corporation
Gateway Electronic Statements	InfoCure Corporation
Medfax	InfoCure Corporation
Medfax RIS	InfoCure Corporation
Medfax STAT	InfoCure Corporation
Dental Corporate Office Systems	InfoCure Corporation
DCOS	InfoCure Corporation
APS	InfoCure Corporation
DDS for Windows	InfoCure Corporation
Focus	
Open Architecture	
Practice Performance Systems	
10-Second Patient Checkout	
World Class Training	

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

**2. Item B - Trademark Licenses**

NONE