



EXHIBIT 1

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between WEBTPA.COM, INC. a Texas corporation ("Pledgor"), and DAVIS, TUTTLE VENTURE PARTNERS, LP, a Delaware limited partnership ("Pledgee") on behalf of itself and on behalf of each other Secured Party (as defined below).

R E C I T A L S:

A. Pledgor and Pledgee are parties to that certain Investment Agreement dated as of May 4, 2001 (as amended, restated, or otherwise modified, the "Investment Agreement");

B. Pledgor and Pledgee are also parties to that certain Intellectual Property Pledge Agreement dated as of May 4, 2001 (as amended, restated, or otherwise modified, the "IP Agreement") of which this Agreement is an Exhibit; (all terms defined in the IP Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the IP Agreement);

C. Pursuant to the terms of the Investment Agreement, Pledgor has granted to Pledgee for the benefit of Pledgee and the other "Purchasers" under the Investment Agreement (collectively, the "Secured Party") a lien and security interest in the Pledged Collateral, including, all of Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Pledgor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby grants to Secured Party a lien and continuing security interest in all of Pledgor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Investment Agreement.

Pledgor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Pledgor has caused this Agreement to be duly executed by its duly authorized officer as of the 4<sup>th</sup> day of May, 2001.

Pledgor:

WEBTPA.COM, INC., a Texas Corporation

By: 

Name: Harry D. Sprick

Title: CEO

Pledgee

DAVIS, TUTTLE VENTURE PARTNERS,  
LP, a Delaware Limited Partnership

By: 

Name: Barry M. Davis

Title: Managing Partner

ACKNOWLEDGMENT

STATE OF DALLAS )

COUNTY OF TEXAS )

This instrument was acknowledged before me this 14<sup>th</sup> day of May, 2001, by Harry Spring, as CEO of WEBTPA.COM, a Texas corporation, on behalf of such company.

{Seal}

K. Krista Pearson Baird  
Notary Public in and for the State of

My commission expires: 12/21/02

Oklahoma  
STATE OF ~~DALLAS~~ )  
COUNTY OF ~~TEXAS~~ )  
Tulsa

This instrument was acknowledged before me this 16<sup>th</sup> day of May, 2001, by Barry M. Davis, Managing Partner of DAVIS, TUTTLE VENTURE PARTNERS, LP, a Delaware limited partnership.

{Seal}

Linda S. Brackett  
Notary Public in and for the State of  
Oklahoma

My commission expires: 3/12/2002

Schedule I  
to  
Trademark Security Agreement

**FEDERAL TRADEMARKS**

<b>Owner of Record</b>	<b>Country of Registration</b>	<b>Trademark</b>	<b>Application/Registration No.</b>	<b>Goods</b>
Webtpa.com, LLC	United States of America	WEBTPA.COM & design	76/193,810	Pre-paid health plan administration services for others.
Webtpa.com, LLC	United States of America	WEBTPA.COM	75/907,952	Health plan administration services for others.
Webtpa.com, LLC	United States of America	WEBTPA	75/907,953	Pre-paid health plan administration services for others.
SPRIN-X, Inc.*	United States of America	XTRAC	1,962,359	Computer software for the statistical analysis of health care.

\* Name change to be recorded.

DALLAS1 647143v3 47576-00001

**RECORDED: 10/23/2001**

**TRADEMARK**  
**REEL: 002391 FRAME: 0320**