

03-20-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102024059

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

1. Name of conveying party(ies): P5, Inc. as successor to P5 L.L.C.

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



3-13-02

2. Name and address of receiving party(ies)

Name: Zions SBIC, L.L.C.
Internal Address: c/o Wasatch Venture Fund

Street Address: One South Main St., Ste. 1660
Salt Lake City UT 84133
City: State: Zip:

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

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: March 11, 2002

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

A. Trademark Application No.(s)
75/901982, 75/862,295, 75/263,831, 75/901,982

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Anna M. Kuzmik
8th Floor
Internal Address:

Street Address: Sullivan & Cromwell
1701 Pennsylvania Ave., N.W.

City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 125.00

- 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 copy of the original document.

Anna M. Kuzmik

Signature

March 13, 2002

Date

Name of Person Signing DBYRNE 0000247 75901982

Total number of pages including cover sheet, attachments, and document: 6

03/19/2002 DBYRNE 01 FC:481 02 FC:482

40.00 OP 75.00 OP

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

Refund Ref: 03/19/2002 DBYRNE 000011529

CHECK Refund Total: \$10.00

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, P5, Inc. as the successor P5 L.L.C. (the "Assignor") has made certain representations and warranties in the Note and the Purchase Agreement (as defined below) and related documents with respect to the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has sold its 8.9% Senior Secured Convertible Note Due February 12, 2004 (the "Note"), pursuant to the terms of a Purchase Agreement, dated February 12, 2002 (the "Purchase Agreement"), to Zions SBIC, L.L.C., as lender (the "Assignee");

WHEREAS, pursuant to the Note and the Purchase Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lender a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Assignor's duties and obligations under the Note and the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lender a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Assignor's duties and obligations under the Note and the Purchase Agreement.

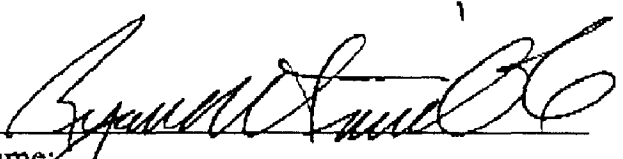
The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Note and the Purchase Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment for Security to be duly executed by its officer thereunto duly authorized as of March 12, 2002.

P5, Inc. as the successor to

P5 L.L.C.

By:


Name: _____
Title: Authorized Officer

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

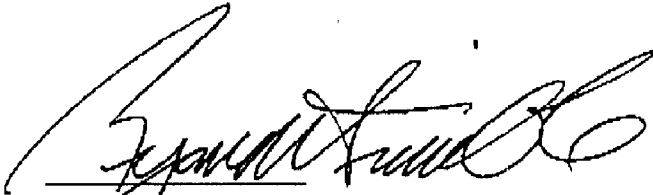
CITY: Salt Lake City)
STATE OF: Utah)
TO WIT:)

I, Ryan M. Trimble, of the City of Salt Lake, in the State of Utah, **MAKE OATH AND SAY:**

I am an officer or director or duly authorized signatory of P5, Inc., a Nevada corporation (the "Corporation"), named in the within or annexed instrument.

I am authorized by the Corporation to execute the within instrument.

SWORN BEFORE ME at the City of Salt Lake in the State of Utah, this 11th day of March, 2002



Authorized Officer

CITY: Salt Lake City)
STATE OF: Utah)
TO WIT:)

AFFIDAVIT OF EXECUTION

I Lyle Wilson, of the City of Salt Lake in the State of Utah, a Notary Public duly appointed, make oath and say:

1. I was personally present and did see Ryan M. Trimble, who is personally known to me to be the duly authorized signatory of P5, Inc., a Nevada corporation (the "Corporation"), duly sign and execute the foregoing instrument for the purposes named therein.

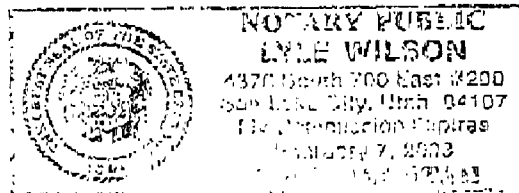
2. That the instrument was executed at the City of Salt Lake, in the State of Utah, and that I am the subscribing witness thereto.

That I know the said Ryan M. Trimble and he/she is in my belief of the full age of twenty-one years.

SWORN BEFORE ME at the City of)
Salt Lake in the State of)
Utah, this 11th day of)
March, 2002)

A Notary Public in and for the State of)
Utah)

Lyle Wilson



Schedule 1A

P5 E.Health Services, Inc.

PPR Prospective Procedure Review

P5, L.L.C.

“DOCTORPROMTPAY.COM”