

RECORDED  
05-16-2002

TF



Tab settings \* \* \* \*

102092262

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

1. Name of conveying Party(ies):  
Eli Research, LLC

*5.3.02*

Individual(s)                       Association  
 General partnership               Limited Partnership  
 Corporation-State DE  
 Other \_\_\_\_\_

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

2. Name and address of receiving Party(ies)

Name: MCG Capital Corporation

Internal Address: Suite 800

Street Address: 1100 Wilson Boulevard

City: Arlington State: VA ZIP: 22209

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State DE  
 Other \_\_\_\_\_

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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: March 29, 2002

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

A. Trademark Registration No's

2,059,876 (BIZWORLD)  
2,048,225 (MEDVILLE)  
2,548,318 (CODING911.COM)

Additional numbers attached?  Yes  No

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

Name: MCG Capital Corporation

Internal Address: Suite 800

Street Address: \_\_\_\_\_  
1100 Wilson Boulevard

City: Arlington State: VA ZIP: 22209

6. Total Number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): .....\$ 90.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account number: \_\_\_\_\_

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

05/15/2002 DBYRNE 00000188 2059876

01 FC:488 Street Address: 40.00 DP  
 02 FC:488 50.00 DP

DO NOT USE THIS SPACE

9. State 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.*

Dana E. Stern                      *[Signature]*                      May 3, 2002  
 Name of Person Signing                      Signature                      Date

Total number of pages including this cover sheet and any attachments: 17

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of March 29, 2002, by **ELI RESEARCH, LLC** (including any successor or permitted assignee thereof, "Grantor"), in favor of **MCG CAPITAL CORPORATION** (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders (as defined in the Credit Agreement referred to below).

## RECITALS

**WHEREAS**, Grantor (a "Borrower") desires and have applied to Administrative Agent and the Lenders for a credit facility consisting of a term loan pursuant to which up to \$9.70 million can be borrowed from time to time; and

**WHEREAS**, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of March 29, 2002 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of March 29, 2002 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

**WHEREAS**, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

**WHEREAS**, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. **Grant.** Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissues and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. **Requested Recordation.** Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. **Assignment.** Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Administrative Agent.

4. **Power of Attorney.** Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion regardless of whether a Default or Event of Default is occurring:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) **Schedule A**, **Schedule B**, and/or **Schedule C** hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to

delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

Grantor also hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion after the occurrence and during the continuance of a Default or an Event of Default, to take any other action and to execute any other instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. **Release.** The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor, as applicable) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Administrative Agent (at a Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

6. **Miscellaneous.** This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP

Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

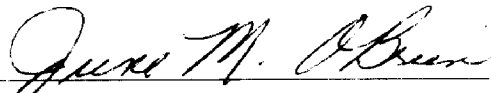
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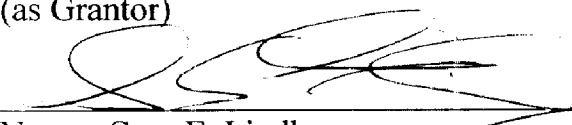
**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

**WITNESS:**

**ELI RESEARCH, LLC.**

(as Grantor)

By:  By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
Name: Greg E. Lindberg  
Title: Manager

[CORPORATE SEAL]

Address: 2327 Englert Drive, Suite 202  
Durham, NC 27713

Telephone: (919) 544-0362

Facsimile: (919) 544-5622

[SIGNATURES CONTINUED ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

**WITNESS:**

By: 

**MCG CAPITAL CORPORATION**

(as Administrative Agent)

By: 

Name: Andrew Jacobson

Title: Managing Director

Address: 1100 Wilson Boulevard  
Suite 800  
Arlington, VA 22209

Telephone: (703) 247-7500

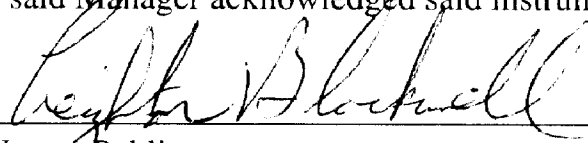
Facsimile: (703) 247-7505

Legal/EliResearch/ipsa

ACKNOWLEDGMENT

STATE OF North Carolina :  
 : SS  
COUNTY OF Orange :

Before me, the undersigned, a Notary Public, on this 27 day of April, 2002, personally appeared Greg E. Lindberg to me known personally, who, being by me duly sworn, did say that he is the Manager of **ELI RESEARCH, LLC**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **ELI RESEARCH, LLC** by authority of its sole manager, and the said ~~Manager~~ acknowledged said instrument to be his free act and deed.

  
Notary Public


My Commission Expires: December 27, 2003



ACKNOWLEDGEMENT

STATE OF VIRGINIA :  
 : SS  
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 29<sup>th</sup> day of MARCH, 2000, personally appeared Andrew Jacobson to me known personally, who, being by me duly sworn, did say that he is a Managing Director of **MCG CAPITAL CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Capital Corporation by authority of its Board of Directors, and the said Managing Director acknowledged said instrument to be his free act and deed.

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

My Commission Expires: My Commission Expires January 31, 2004

# SCHEDULE A

## COPYRIGHT COLLATERAL

### I. Registered Copyrights

<u>Copyright Title</u>	<u>Grantor</u>	<u>Registration Number</u>	<u>Registration Date</u>
APC Coding Alert	Global Success Corporation	TX 5-463-625	01/17/2002
		TX 5-355-377	08/07/2001
		TX 5-336-072	04/13/2001
		TX 5-336-069	04/13/2001
		TX 5-171-865	10/12/2000
		TX 5-006-884	06/20/2000
Anesthesia and Pain Management Coding Alert	Global Success Corporation	TX 5-463-623	01/17/2002
		TX 5-355-376	08/07/2001
		TX 5-328-295	04/13/2001
		TX 5-336-061	04/13/2001
		TX 5-392-421	10/12/2000
		TX 5-006-882	06/20/2000
TX 5-110-691	05/16/2000		
Allergy Coding Alert	Global Success Corporation	TX 5-365-477	05/23/2001
Cardiology Coding Alert	Global Success Corporation	TX 5-463-629	01/17/2002
		TX 5-355-378	08/07/2001
		TX 5-336-056	04/13/2001
		TX 5-628-294	04/13/2001
		TX 5-172-888	10/12/2000
		TX 5-131-122	07/05/2000
		TX 5-105-457	05/16/2000
TX 5-041-379	07/12/1999		
ED Coding Alert	Global Success Corporation	TX 5-463-630	01/17/2002
		TX 5-355-379	08/07/2001
		TX 5-328-296	04/13/2001
		TX 5-328-293	04/13/2001
		TX 5-171-863	10/12/2000
		TX 5-006-883	06/20/2000
		TX 5-110-675	05/16/2000
		TX 5-171-642	07/12/1999
		TX 5-171-641	07/12/1999
TX 5-041-380	07/12/1999		
Family Practice Coding Alert	Global Success Corporation	TX 5-463-624	01/17/2002
		TX 5-355-380	08/07/2001
		TX 5-628-297	04/13/2001
		TX 5-336-067	04/13/2001
		TX 5-171-862	10/12/2000
		TX 5-366-028	06/20/2000
TX 5-105-443	05/16/2000		

Gastroenterology Coding Alert	Global Success Corporation	TX 5-463-626	01/17/2002
		TX 5-355-381	08/07/2001
		TX 5-336-068	04/13/2001
		TX 5-328-298	04/13/2001
		TX 5-171-861	10/12/2000
		TX 5-131-114	07/05/2000
		TX 5-105-456	05/16/2000
General Surgery Coding Alert	Global Success Corporation	TX 5-463-622	01/17/2002
		TX 5-355-382	08/07/2001
		TX 5-336-049	04/13/2001
		TX 5-328-303	04/13/2001
		TX 5-171-860	10/12/2000
		TX 5-006-893	06/20/2000
		TX 5-110-677	06/19/2000
Internal Medicine Coding Alert	Global Success Corporation	TX 5-463-628	01/17/2002
		TX 5-355-383	08/07/2001
		TX 5-328-290	04/13/2001
		TX 5-336-070	04/13/2001
		TX 5-171-859	10/12/2000
		TX 5-131-116	07/05/2000
		TX 5-105-471	05/16/2000
		TX 4-994-757	07/12/1999
TX 4-994-756	07/12/1999		
Medical Office Compliance Alert	Global Success Corporation	TX 5-463-620	01/17/2002
		TX 5-355-391	08/07/2001
		TX 5-336-080	05/01/2001
Medical Office Receptionist	Global Success Corporation	TX 5-463-621	01/17/2002
Neurology Coding Alert	Global Success Corporation	TX 5-463-641	01/17/2002
		TX 5-355-390	08/07/2001
		TX 5-336-079	04/13/2001
		TX 5-336-066	04/13/2001
		TX 5-171-857	10/12/2000
		TX 5-131-110	07/05/2000
TX 5-105-469	05/16/2000		
Neurosurgery Coding Alert	Global Success Corporation	TX 5-463-643	01/17/2002
		TX 5-355-389	08/07/2001
		TX 5-336-075	04/13/2001
		TX 5-336-071	04/13/2001
		TX 5-171-856	10/12/2000
		TX 5-131-118	07/05/2000
TX 5-110-676	05/16/2000		
Nephrology Coding Alert	Global Success Corporation	TX 5-463-642	01/17/2002
		TX 5-355-388	08/07/2001
		TX 5-336-050	04/13/2001
		TX 5-328-291	04/13/2001
		TX 5-171-858	10/12/2000
		TX 5-131-111	07/05/2000
TX 5-105-470	05/16/2000		

OB-GYN Coding Alert	Global Success Corporation	TX 5-463-627	07/17/2002
		TX 5-355-386	08/07/2001
		TX 5-336-076	04/13/2001
		TX 5-328-300	04/13/2001
		TX 5-172-884	10/12/2000
		TX 5-006-892	06/20/2000
		TX 5-105-444	05/16/2000
		TX 5-104-159	07/12/1999
		TX 5-105-158	07/12/1999
		TX 5-171-638	01/03/2000
		TX 5-171-639	01/03/2000
		TX 5-171-640	01/03/2000
OB-GYN Practice Management	Global Success Corporation	TX 5-105-445	05/16/2000
Non-Physician Practitioner Reimbursement Alert	Global Success Corporation	TX 5-463-635	01/17/2002
		TX 5-355-387	08/07/2001
Oncology Coding Alert	Global Success Corporation	TX 5-463-644	01/17/2002
		TX 5-355-385	08/07/2001
		TX 5-336-054	04/13/2001
		TX 5-328-299	04/13/2001
		TX 5-172-889	10/12/2000
		TX 5-006-891	06/20/2000
		TX 5-110-679	05/16/2000
Ophthalmology Coding Alert	Global Success Corporation	TX 5-463-633	01/17/2002
		TX 5-355-384	08/07/2001
		TX 5-336-053	04/13/2001
		TX 5-171-854	10/12/2000
		TX 5-328-304	04/13/2001
		TX 5-172-887	10/12/2000
		TX 5-006-890	06/20/2000
		TX 5-104-145	07/12/1999
		TX 5-104-146	07/12/1999
		TX 5-110-680	05/16/2000
Orthopedic Coding Alert	Global Success Corporation	TX 5-463-634	01/17/2002
		TX 5-355-398	08/07/2001
		TX 5-336-055	04/13/2001
		TX 5-328-301	04/13/2001
		TX 5-172-890	10/12/2000
		TX 5-131-117	07/05/2000
		TX 5-093-265	05/16/2000
		TX 4-994-762	07/12/1999
		TX 4-994-763	07/12/1999
Otolaryngology Coding Alert	Global Success Corporation	TX 5-463-640	01/17/2002
		TX 5-355-399	08/07/2001
		TX 5-336-057	04/13/2001
		TX 5-328-302	04/13/2001
		TX 5-172-891	10/12/2000
		TX 5-131-119	07/05/2000
		TX 5-105-448	05/16/2000

Pathology Lab Coding Alert	Global Success Corporation	TX 5-463-632	01/17/2002
		TX 5-355-397	08/07/2001
		TX 5-336-060	04/13/2001
		TX 5-328-288	04/13/2001
		TX 5-172-876	10/12/2000
		TX 5-006-888	06/20/2000
		TX 5-110-678	05/16/2000
Pain Management Accreditation Alert	Global Success Corporation	TX 5-463-639	01/17/2002
		TX 5-365-476	05/23/2001
Physical Medicine and Rehab Coding Alert	Global Success Corporation	TX 5-355-395	08/07/2001
		TX 5-336-074	04/13/2001
		TX 5-328-287	04/13/2001
		TX 5-172-883	10/12/2000
		TX 5-131-120	07/05/2000
		TX 5-105-451	05/16/2000
Pediatric Coding Alert	Global Success Corporation	TX 5-463-631	01/17/2002
		TX 5-355-396	08/07/2001
		TX 5-336-078	04/13/2001
		TX 5-336-062	04/13/2001
		TX 5-172-886	10/12/2000
		TX 5-006-887	06/20/2000
		TX 5-105-455	05/16/2000
		TX 4-968-325	07/12/1999
		TX 4-968-324	07/12/1999
		TX 4-968-323	07/12/1999
		TX 4-968-322	07/12/1999
		TXu 910-508	07/12/1999
		TXu 910-509	07/12/1999
		TXu 910-510	07/12/1999
		TXu 910-511	07/12/1999
		TX 4-994-760	07/12/1999
TX 4-994-761	07/12/1999		
Pulmonology Coding Alert	Global Success Corporation	TX 5-463-638	01/17/2002
		TX 5-355-394	08/07/2001
		TX 5-328-289	04/13/2001
		TX 5-336-063	04/13/2001
		TX 5-172-881	10/12/2000
		TX 5-131-112	07/05/2000
		TX 5-105-449	05/16/2000
Radiology Coding Alert	Global Success Corporation	TX 5-463-636	01/17/2002
		TX 5-355-392	08/07/2001
		TX 5-336-051	04/13/2001
		TX 5-336-064	04/13/2001
		TX 5-172-882	10/12/2000
		TX 5-131-121	07/05/2000
		TX 5-105-442	05/16/2000

**II. Pending Copyright Applications**

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
------------------------	---------------------------	--------------------	-------------------------	----------------------------

**III. Unregistered Copyrights**

<u>Copyright Title</u>	<u>Date of First Publication</u>	<u>Original Author/Owner</u>	<u>Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
------------------------	----------------------------------	------------------------------	----------------	--

**IV. Copyright Licenses**

<u>Copyright</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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**SCHEDULE B**

**PATENT COLLATERAL**

**SCHEDULE C**

**TRADEMARK COLLATERAL**

**I. United States Registered Trademarks**

<u>Trademark (description)</u>	<u>Grantor</u>	<u>Registration Number</u>	<u>Registration Date</u>
BIZWORLD	Global Success Corporation	2059876	March 25, 1997
MEDVILLE	Global Success Corporation	2048225	May 6, 1997
CODING911.COM	Global Success Corporation	2548318	March 12, 2002

**II. United States Pending Trademark Applications**

<u>Trademark (description)</u>	<u>Grantor</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
------------------------------------	----------------	--------------------------	------------------------	---------------

**III. Trademark Licenses**

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
--------------------------------	-------------	----------------	-----------------	-----------------	---------------------------	----------------------------