

06-14-2002

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

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

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

6-14-02

1. Name of conveying party(ies):

SYSTEMS XCELLENCE USA, INC.

6-14-02

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

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

3. Nature of conveyance:

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

Execution Date: 6/3/02

2. Name and address of receiving party(ies)

Name: GATX Capital Canada Inc.

Internal Address: c/o Borden Ladner Gervais LLP

Street Address: Scotia Plaza, 40 King St. West  
Ontario, Canada

City: Toronto ~~State~~ Zip: M5H 3Y4

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Canada
- 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

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

A. Trademark Application No.(s) 76/176986,  
76/081764, 75/803864

B. Trademark Registration No.(s) 1813491, 1731517,  
1582935, 1392192

Additional number(s) attached  Yes  No

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

Name: GATX Capital Canada Inc.

Internal Address: ATTN: Brian C. Keith

c/o Borden Ladner Gervais LLP

Street Address: Scotia Plaza, 40 King St. West

Ontario, Canada

City: Toronto ~~State~~ Zip: M5H 3Y4

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....

\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Andrew P. Johnson, Counsel

Name of Person Signing

AP Johnson

Signature

June 12, 2002

Date

Total number of pages including cover sheet, attachments, and document: 5

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

06/17/2002 6TQM11 00000051 76176986

01 FC:481 40.00 OP  
02 FC:482 150.00 OP

TRADEMARK  
REEL: 002524 FRAME: 0721

GATX Capital Canada, Inc. is not domiciled in the United States and its domestic representative designation is as follows:

GATX Financial Corporation  
Four Embarcadero Center, Suite 2200  
San Francisco, CA 94111  
Attention: Contract Administration  
(415) 955-3200 telephone  
(415) 955-3415 facsimile

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 3, 2002, is executed by SYSTEMS XCELLENCE USA, INC., a Texas corporation ("Debtor"), in favor of GATX CAPITAL CANADA INC. ("Secured Party").

A. Pursuant to a Security Agreement, dated as of June 3, 2002 (the "Agreement") among Debtor and Secured Party, Secured Party has agreed to execute certain waivers and agreements upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks and service marks (and applications and registrations therefor) of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement;

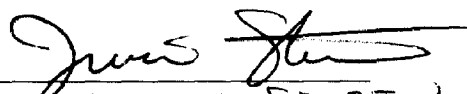
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is: GATX Capital Canada, Inc.  
c/o Borden Ladner Gervais LLP  
Scotia Plaza, 40 King St. West  
Toronto, Ontario M5H 3Y4  
Attn: Brian C. Keith

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

SYSTEMS XCELLENCE USA, INC.

By:   
Name: IRWIN STUDEN  
Title: SUP & CFO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
RXCLAIM	1,813,491	December 28, 1993
RXCLAIM	1,731,517	November 10, 1992
RXSERVER	1,582,935	September 6, 1994
RX EXPRESS	1,392,192	May 6, 1986

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<b>Trademark Application</b>	<b>Application Number</b>	<b>Filing Date</b>
RXTRACK	76/176,986	December 7, 2000
RXMAX	76/081,764	June 30, 2000
RXEXCHANGE	75/803,864	September 20, 1999