

RECO

07-25-2002

HEET

U.S. DEPARTMENT OF
Patent and Trademark



7.25.02

Tab settings

To the Honorable Commissioner of Patent

102168603

ed original documents or copy thereof.

1. Name of conveying party(ies):
ATOUTCOME, INC.

- Individual(s)
- General Partnership
- Corporation-State TX
- 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

July 15, 2002

Execution Date:

2. Name and address of receiving party(ies)

Name: DODI VENTURES, LLC

Internal Address: _____

Street Address : 450 East Devon Street, Suite 250

City: Itasca State: IL Zip: 60143

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

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)
75415686 76058638

B. Trademark Registration
2235793

Additional numbers attached? NO

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

Name: _____

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW

Street Address: **SUITE 101**
WASHINGTON DC 20004

City: _____ Stat _____ ZIP _____
07/26/2002 GTON11 00000040 75415686

6. Total number of applications and registrations 3

7. Total fee (37 CFR) \$ 90.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: _____

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

01 FC:481
02 FC:482

40.00 OP
50.00 OP

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

Rebecca L. Foley
Signature

07/22/02

Date

5

Total number of pages including cover sheet, attachments, and

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

TRADEMARK SECURITY AGREEMENT

WHEREAS, AtOutcome, Inc., a Texas corporation (the "Grantor"), owns the Trademarks (as defined below) listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, as the Borrower, has entered into certain Secured Promissory Notes dated as of June 26, 2002 (as the same may be amended, restated, supplemented or otherwise modified and as in effect from time to time, collectively referred to as the "Bridge Notes") in favor of Dodi Ventures, LLC (the "Collateral Agent") and certain other parties referenced in Schedule I of the Bridge Notes, as lenders under the Bridge Notes (collectively with the Collateral Agent, the "Lenders");

WHEREAS, pursuant to the terms of each Bridge Notes between the Borrower and each Lender, the Grantor has granted to the Collateral Agent, as collateral agent for the benefit of the Lenders (in such capacity, the "Grantee"), a first priority security interest in and to all intellectual property of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with all proceeds thereof, to secure the payment of the Grantor's obligations under the applicable Bridge Notes; and

WHEREAS, pursuant to the terms of that certain letter agreement dated June 26, 2002 (the "Collateral Agency Agreement") by and among the Lenders, each Lender appointed the Collateral Agent to act as agent on behalf of the Lenders for the purpose of holding such security interest on behalf of the Lenders and exercising all remedies under the Bridge Notes on behalf of such Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in all of the Grantor'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) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations (together with any reissues, continuations or extensions thereof) and recordings thereof, and all applications therefor and renewals thereof (all of the foregoing in this clause (1) and any part thereof are referred to herein as the "Trademark"), including, without limitation, the Trademarks listed on Schedule 1 annexed hereto;

(2) all Trademark licenses, including, without limitation, the Trademark licenses listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such license of a Trademark; and

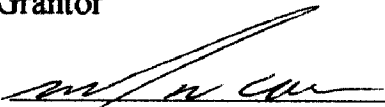
(3) all products, proceeds, income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Bridge Notes and is not intended to increase the rights of the Grantee or the obligations of the Grantor beyond the rights and obligations contained in the Bridge Notes. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Bridge Notes, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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[signature page follows]

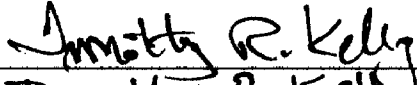
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 15th day of July, 2002.

ATOUTCOME, INC., a Texas corporation,
as the Grantor

By: 
Name: William Cowan
Title: CEO

Acknowledged by the Grantee:

DODI VENTURES, LLC

By: 
Name: Timothy R. Kelly
Title: COO

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
@OUTCOME	2235793	03/30/99

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>DATE</u>
PATIENT COMMUNICATOR	SERIAL NO. 75415686	FILED: 01/09/98
CARE PROCESS PORTAL	SERIAL NO. 76058638	FILED: 05/30/00

FOREIGN TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>DATE</u>

TRADEMARK LICENSES

<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>DATE OF AGREEMENT</u>