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

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

1. Name of conveying party(ies):

MedCenterDirect.com, Inc. 1-2-03

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

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

3. Nature of conveyance:

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

Execution Date: December 9, 2002

2. Name and address of receiving party(ies)

Name: HealthSouth Corporation

Internal Address: Attn: Mr. William E. Hicks

Street Address: One HealthSouth Parkway

City: Birmingham State: AL Zip: 35243

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, 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) 76052705; 76052704; 75760292; 76014783

B. Trademark Registration No.(s) 2580916

Additional number(s) attached Yes No

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

Name: HealthSouth Corporation

Internal Address: Attn: Mr. William E. Hicks

Street Address: One HealthSouth Parkway

City: Birmingham State: AL Zip: 35243

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

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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 copy of the original document.

Greg Mixon

Name of Person Signing

Signature

12/30/02

Date

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

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

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TRADEMARK REEL: 002656 FRAME: 0995



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 9, 2002 by and between HealthSouth Corporation, a Delaware corporation headquartered at Birmingham, Alabama ("Lender") and MedCenterDirect.com, Inc., a Delaware company headquartered at Atlanta, Georgia ("Borrower"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in that certain Security Agreement of even date herewith by and between Borrower and Lender ("Security Agreement").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Borrower (the "Loans") as described in the Credit Documents. Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower grant to Lender a security interest in all of Borrower's right, title and interest in and to Copyrights, Trademarks, Patents and other rights and interests, whether now existing or hereafter acquired, comprising the Intellectual Property.

B. Pursuant to the terms of the Security Agreement, Borrower has, among other things, granted Lender such an interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Documents, Borrower hereby covenants and agrees as follows:

### AGREEMENT

1. To secure its obligations under the Credit Documents, Borrower grants and pledges to Lender a security interest in all of Borrower's right, title and interest in, to and under its current and future Copyrights, Patents and Trademarks (including but not limited to the trademark and copyright registrations and applications listed on Schedules A and B hereto), and including

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**TRADEMARK**  
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without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with and as further confirmation of the security interests granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Credit Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Credit Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement or any of the other Credit Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

3. This Intellectual Property Security Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

In Witness Whereof, Borrower has caused this Intellectual Property Security Agreement to be duly executed by an officer of Borrower thereunto duly authorized as of the first date written above.

MedCenterDirect.com, Inc.:

By: 

Printed Name: Tyler C. Murphy

Title: President

Witness: 

# EXHIBIT A

## Trademarks

<b>Mark:</b> MEDCENTERDIRECT	<b>Ser. No.:</b> 76014783 <b>Reg. No.:</b> N/A	<b>Application Date:</b> 3.28.00 <b>Registration Date:</b> N/A
<b>Goods and Services:</b>	The retail sale of goods, namely, on-line retail store services for the selection, evaluation, order fulfillment and payment for medical devices, equipment and supplies and other devices, equipment and supplies used or useful in hospitals and medical centers	

<b>Mark:</b> MEDCENTERDIRECT.COM	<b>Ser. No.:</b> 75760292 <b>Reg. No.:</b> N/A	<b>Application Date:</b> 9.19.99 <b>Registration Date:</b> N/A
<b>Goods and Services:</b>	On-line retail store services featuring surgical medical devices used in cardiac surgery, interventional cardiology, and orthopedics via a global computer network.	

<b>Mark:</b> MEDCENTERDIRECT.COM	<b>Ser. No.:</b> 76052704 <b>Reg. No.:</b> N/A	<b>Application Date:</b> 5.20.00 <b>Registration Date:</b> N/A
<b>Goods and Services:</b>	Procurement, namely, purchasing and selling medical equipment and devices used for medical and surgical procedures for others via a global computer network.	

<b>Mark:</b> SMARTORDER	<b>Ser. No.:</b> 76052705 <b>Reg. No.:</b> 2580916	<b>Registration Date:</b> 6.16.02
<b>Goods and Services:</b>	Procurement, namely, purchasing medical equipment and devices used for medical and surgical procedures for others via a global computer network; computerized wholesale distributorships featuring equipment and devices used for medical and surgical procedures via a global computer network.	

**EXHIBIT B**

**Copyrights**

<b><u>Title</u></b>	<b><u>Reg. / App. No.</u></b>	<b><u>Reg. / App. Date</u></b>
SmartSystem 4.0	Not Assigned	Application Pending

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