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J.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): Accordant Health Services, Inc. 4900 Koger Blvd., Suite 300 Greensboro, NC 27407 01/27/03 [checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other] Additional name(s) of conveying party(ies) attached? [checkbox] Yes [checkbox checked] No

2. Name and address of receiving party(ies) Name: Bank of America, N.A., as Collateral Agent Internal Address: Street Address: 101 North Tryon Street Street City: Charlotte State: NC Zip: 28255 [checkboxes for Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other National Banking Association] If assignee is not domiciled in the United States, a domestic representative designation is attached: [checkbox] Yes [checkbox checked] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [checkbox] Yes [checkbox checked] No

3. Nature of conveyance: [checkbox] Assignment [checkbox] Merger [checkbox] Security Agreement [checkbox] Change of Name [checkbox checked] Other Security Agreement Supplement Execution Date: November 27, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2061985, 2447249, 2489321 Additional number(s) attached [checkbox] Yes [checkbox checked] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steven D. Thomas Internal Address: Moore & Van Allen, PLLC Street Address: 2200 West Main Street Suite 800 City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 03 7. Total fee (37 CFR 3.41): \$ 90.00 [checkbox checked] Enclosed [checkbox checked] Authorized to be charged to deposit account 8. Deposit account number: 50-2316

DO NOT USE THIS SPACE

9. Signature. Steven D. Thomas Name of Person Signing [Signature] Signature January 27, 2003 Date

Total number of pages including cover sheet, attachments, and document: 04

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: 002661 FRAME: 0540

# INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated November 27, 2002, is made by each Person listed on the signature page hereof (each, a "*Grantor*") in favor of Bank of America, N.A. ("*Bank of America*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, AdvancePCS, a Delaware corporation, formerly known as Advance Paradigm, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of October 2, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Bank of America, as Administrative Agent, Bank of America, as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, each Grantor and certain other Persons have executed and delivered that certain Security Agreement dated October 2, 2000 made by each Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). To create a short form version of the Security Agreement covering certain intellectual property of each Grantor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, each Grantor and such other Persons have executed and delivered that certain Intellectual Property Security Agreement made by each Grantor and such other Persons to the Collateral Agent dated October 2, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, each Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of each Grantor to the Collateral Agent for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Confirmation of Grant of Security. Each Grantor hereby acknowledges and confirms the grant of a security interest to the Collateral Agent for the ratable benefit of the Secured Parties under the Security Agreement and the IP Security Agreement in and to all of each Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

(i) The United States, international, and foreign patents and applications, set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) The United States and foreign trademark and service mark registrations and applications (as defined herein) set forth in Schedule B hereto (the "*Trademarks*");

(iii) United States and foreign copyright registrations and applications set forth in Schedule C hereto (the "*Copyrights*");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights (as defined herein), with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule V to the Security Agreement and Schedules A, B and C to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Director of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ACCORDANT HEALTH SERVICES, INC.

Address for Notices of each Grantor:

By:   
Name: David D. Halbert  
Title: Chief Executive Officer

4900 Koger Blvd, Suite 300,  
Greensboro, NC 27407

ACCORDANT INTEGRATED SERVICES, INC.

By:   
Name: David D. Halbert  
Title: Chief Executive Officer

4900 Koger Blvd, Suite 300,  
Greensboro, NC 27407

ACCORDANT HEALTH SERVICES OF NORTH CAROLINA, INC.

By:   
Name: David D. Halbert  
Title: Chief Executive Officer

4900 Koger Blvd, Suite 300,  
Greensboro, NC 27407

**Schedule B**

**Trademark and Service Mark Registrations and Applications**

ACCORDANT HEALTH SERVICES, INC., Registration number 2061985

NURSECHAT, Registration number 2447249

SHARING THE KNOWLEDGE FOR BETTER HEALTH, Registration number 2489321