

03-26-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102400840

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

1. Name of conveying party(ies):

Amicore, Inc

3-24-03

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

2. Name and address of receiving party(ies)

Name: Pfizer Inc

Internal Address:

Street Address: 235 East 42nd Street

City: New York State: NY Zip: 10017-0755

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

OFFICE OF PUBLIC RECORDS 2003 MAR 24 PM 4: 01 FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attachment

See Attachment

Additional number(s) attached Yes No

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

Name: Philip D. Mitchell

Internal Address: Epstein Becker & Green

Street Address: 250 Park Avenue

City: New York State: NY Zip: 10177

6. Total number of applications and registrations involved:

21

7 Total fee (37 CFR 3.41): \$ 540.00

- 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)

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 copy of the original document.

Philip D. Mitchell

Name of Person Signing

Signature

March 24, 2003

Date

17

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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01 FC:8521 02 FC:8522

40.00 DP 500.00 DP

TRADEMARK REEL: 002699 FRAME: 0333

Attachment A

Recordation Form Cover Sheet

Regarding Security Interest in Federal Trademark Registrations and Applications of Amicore, Inc.

Pending Applications

Ser. No.

Amicore™	76/280537
Amicore Practice Suite™	76/322629
Amicore Practice Suite™	76/322630
Experience The High Performance Practice™	78/117719
Experience The High Performance Practice™	78/117722
Experience The High Performance Practice™	78/117727
Experience The Joy of Medicine™	78/117303
Experience The Joy of Medicine™	78/117305
Experience The Joy of Medicine™	78/117309
High Performance Practice™	78/117720
High Performance Practice™	78/117724
High Performance Practice™	78/117725
Joy of Medicine™	78/117301
Joy of Medicine™	78/117304
Joy of Medicine™	78/117307

Registrations

Reg. No.

Amicore®	2,622,241
Carewide® (by assignment, reel/frame no. 002480/0781)	2,338,605
Carewide.com® (by assignment, reel/frame no. 002480/0781)	2,436,824
PenChart® (by assignment, reel/frame no. 002358/0264)	2,117,826
Provider Briefcase® (by assignment, reel/frame no. 002358/0264)	2,117,827
Provider Central® (by assignment, reel/frame no. 002358/0264)	2,117,825

BORROWER SECURITY AGREEMENT

THIS BORROWER SECURITY AGREEMENT is entered into this 10th day of March 2003 (this "Agreement") by and between **AMICORE, INC.**, a Delaware corporation, with an address at 200 Minuteman Road, Andover, Massachusetts 01810 (the "Grantor"), in favor of **PFIZER INC**, a Delaware corporation, with an address at 235 East 42nd Street, New York, New York 10017-5755 (the "Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Secured Convertible Note dated the date hereof (the "Note"), the Grantor issued to the Secured Party a senior secured convertible note in the principal amount of Three Million (\$3,000,000) Dollars (the "Note");

WHEREAS, it is a condition to the issuance of the Note that the Grantor execute and deliver to the Secured Party a borrower security agreement providing for the grant to the Secured Party of a security interest in all of the personal property of the Grantor; and

WHEREAS, the Grantor has determined that its execution, delivery and performance of this Agreement directly benefit, and are within the corporate purposes and in the best interest of, the Grantor.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants and undertakings of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do agree as follows:

SECTION 1. Definitions. All terms used in this Agreement which are defined in the Note and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

SECTION 2. Grant of Security Interest. As collateral security for all of the obligations, indebtedness and liabilities, joint, several, matured, unmatured, contingent, absolute, of whatever nature, owing beginning as of the date hereof or hereafter, by the Grantor to the Secured Party under the Note (collectively, the "Obligations"), the Grantor hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Secured Party, and grants to the Secured Party a continuing security interest in, all personal property of the Grantor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible, to the fullest extent permitted by the Uniform Commercial Code, as it may be amended from time to time (as so amended, the "Code") (collectively, the "Collateral"), which Collateral includes, without limitation, the following:

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(a) all of the Grantor's right, title and interest in and to all goods and equipment of any kind, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired and all parts thereof and accessions thereto, including, without limitation, all equipment, furnishings, furniture, tools and supplies of every kind and description and all improvements thereto (any and all such goods, equipment, parts and accessions being hereinafter referred to collectively as the "Goods and Equipment");

(b) all of the Grantor's right, title and interest in and to all inventory of any kind, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, and all accessions thereto and products thereof (any and all such inventory, accessions and products being hereinafter referred to collectively as "Inventory");

(c) all of the Grantor's right, title and interest in and to: (i) all accounts, health-care-insurance receivables, contract rights, chattel paper, electronic chattel paper, instruments, general intangibles, and other rights or obligations of any kind, whether now or hereafter existing and whether now owned or hereafter acquired, arising out of or in connection with the sale or lease of goods or the rendering of services or otherwise, including, without limitation, all rights relating to any license or contract to which the Grantor is a party, including all moneys due from time to time in respect thereof (any and all such accounts, health-care-insurance receivables, contract rights, chattel paper, electronic chattel paper, instruments, general intangibles, rights and obligations being hereinafter referred to collectively as the "Receivables"); provided, however, that, with respect to any and all accounts receivables payable to the Grantor by any federal or state agency or other agency administering the Medicare or Medicaid program, only the proceeds thereof shall be deemed "Receivables"; and (ii) all rights now or hereafter existing in and to all security agreements, leases and other contracts, now or hereafter existing in, securing or otherwise relating to any accounts, health-care-insurance receivables, contract rights, chattel paper, electronic chattel paper, instruments, general intangibles or obligations (any and all such security agreements, leases and other contracts being hereinafter referred to collectively as the "Related Contracts");

(d) all of the Grantor's right, title and interest in and to all inventions, software, designs, patents, patent applications, service marks, trademarks, trademark applications, trade secrets, copyrights and licenses (collectively, the "Patents and Trademarks");

(e) all of the Grantor's right, title and interest in and to all letter-of-credit rights;

(f) all of the Grantor's right, title and interest in and to all deposit accounts; and

(g) all proceeds of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral;

in each case, howsoever the Grantor's interest therein may arise or appear (whether by ownership, license, security interest, claim or otherwise).

SECTION 3. Security for the Obligations. The security interest created hereby in the Collateral constitutes a continuing collateral security for all of the Obligations.

SECTION 4. Representations, Warranties and Covenants. The Grantor represents, warrants and covenants to the Secured Party as follows:

(a) The Grantor is a corporation duly incorporated, validly existing, and in good standing under the laws of the state of Delaware and has the requisite corporate power and authority to execute and deliver each of this Agreement, the Note and the Financing Statements (as such term is defined in Section 4(e) hereof) executed in connection with this Agreement (collectively, the "Note Purchase Documents") and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of each of the Note Purchase Documents has been duly authorized by all requisite action on its part. Each of the Note Purchase Documents has been duly executed and delivered by the Grantor and constitutes a valid and binding agreement of the Grantor enforceable in accordance with its terms (except to the extent that such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws affecting creditors' rights and by general principles of equity). The execution, delivery and performance of each of the Note Purchase Documents will not violate its Certificate of Incorporation, By-Laws, or, except with respect to the Original Microsoft Note Purchase Agreement, the Original Microsoft Note, the Original Pfizer Note Purchase Agreement and the Original Pfizer Note, any agreement, indenture or other document to which the Grantor is a party or under which its assets are bound, or any judgment, order, injunction or decree or provision of applicable law by which the Grantor is, or its assets are, bound.

(b) The Grantor is and will be at all times the owner of the Collateral, free and clear of all Liens, except for the Lien created by this Agreement and the Lien in favor of the Secured Party pursuant to the Original Pfizer Note and Permitted Liens (as such term is defined in the Original Pfizer Note Purchase Agreement).

(c) All Goods and Equipment and Inventory now existing are located at the locations set forth on **Schedule I** of this Agreement. The Grantor's chief place of business and chief executive office, the place where the Grantor keeps its records concerning Receivables and all originals of all chattel paper which constitute Receivables and of the Related Contracts are located at 200 Minuteman Road, Andover, Massachusetts 01810. Set forth on **Schedule I** hereto is a complete and correct list of each trade name used by the Grantor.

(d) Except as set forth in Section 4(b) hereof, the exercise by the Secured Party of its rights and remedies hereunder will not contravene law or any contractual restriction binding on or affecting the Grantor or any of its properties and will not result in or require the creation of any Lien (other than in favor of the Secured Party) upon or with respect to any of its properties.

(e) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body is required for: (i) the grant by the Grantor, or the perfection, of the security interest purported to be created hereby in the Collateral; or (ii) the exercise by the Secured Party of any of its rights and remedies hereunder, except for the filing under the Code of the financing statements with the filing offices listed in **Schedule II** hereto (the "Financing Statements"), all of which Financing Statements have been duly filed and are in full force and effect.

(f) This Agreement creates a valid security interest in favor of the Secured Party in the Collateral as security for the Obligations. Such security interest is, or in the case of Collateral in which the Grantor obtains rights after the date hereof will be, a perfected security interest subject to no other prior Lien other than the Lien in favor of the Secured Party granted in connection with the Original Pfizer Note Purchase Agreement and the Permitted Liens. All action necessary or desirable to perfect and protect such security interest has been duly taken.

(g) The Grantor hereby agrees to immediately notify the Secured Party of the occurrence of an Event of Default.

SECTION 5. Covenants as to the Collateral. So long as any of the Obligations shall remain outstanding, unless the Secured Party shall otherwise consent in writing:

(a) Further Assurances. The Grantor will at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Secured Party may reasonably request in order: (i) to perfect and protect the security interest purported to be created hereby; (ii) to enable the Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Collateral; or (iii) to otherwise effect the purposes of this Agreement, including, without limitation: (A) executing and filing such financing or continuation statements, or amendments thereto, as may be necessary or desirable or that the Secured Party may reasonably request in order to perfect and preserve the security interest purported to be created hereby; and (B) furnishing to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail.

(b) Location of Goods and Equipment and Inventory. The Grantor will not keep Inventory (other than goods in transit), Goods and Equipment or records with respect to Receivables and the Related Contracts in any state in which financing statements have not theretofore been filed in a manner sufficient to perfect under the Code of such state the security interests in such Inventory, Goods and Equipment, Receivables and the Related Contracts granted hereby. The Grantor will provide the Secured Party thirty (30) days prior written notice of any change in the Grantor's name, identity, chief place of business, or chief executive office which might make any financing statement filed thereunder misleading, and prior to such change Grantor will have presented to the Secured Party evidence satisfactory to it of the filing of all amendments to financing statements and all additional financing statements necessary to maintain the security interests granted hereunder at all times.

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(c) Condition of Goods and Equipment. The Grantor will cause the Goods and Equipment to be maintained and preserved in the same condition, repair and working order as when acquired, reasonable wear and tear excepted, and in accordance with any manufacturer's manual, and will forthwith, or in the case of any loss or damage to any of the Goods and Equipment as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements in connection therewith which are necessary or desirable or that the Secured Party may reasonably request to such end. The Grantor will promptly furnish to the Secured Party a statement respecting any loss or damage in excess of Ten Thousand (\$10,000) Dollars to any of the Goods and Equipment.

(d) Taxes. The Grantor will pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including, without limitation, claims for labor, materials and supplies) against the Goods and Equipment and Inventory, except to the extent the validity thereof is being contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof.

(e) Insurance. The Grantor will, at its own expense, maintain insurance with respect to the Goods and Equipment and Inventory in such amounts, against such risks, in such form and with such insurers, as shall be reasonably satisfactory to the Secured Party from time to time. The Grantor will, if so requested by the Secured Party, deliver to the Secured Party original or duplicate policies of such insurance and, as often as the Secured Party may reasonably request, a report of a reputable insurance broker with respect to such insurance.

(f) Provisions Concerning the Receivables and the Related Contracts.

(i) The Grantor will: (A) give the Secured Party prompt notice of any change in the Grantor's name, identity, corporate structure, chief place of business, or chief executive office; (B) maintain its chief executive office in the continental United States; (C) keep all originals of all chattel paper which constitute Receivables at its chief executive office; (D) keep adequate records concerning the Receivables and such chattel paper and permit representatives of the Secured Party at any time during normal business hours to inspect and make abstracts from such records and chattel paper; and (E) not change the current bank account to which the Receivables are paid without the approval of the Secured Party.

(ii) The Grantor will duly perform and observe all of its obligations under each Related Contract and, except as otherwise provided in this subsection (f), continue to collect, at its own expense, all amounts due or to become due under the Receivables. In connection with such collections, the Grantor may (and, at the Secured Party's direction, will) take such action as the Grantor or the Secured Party may deem reasonably necessary or advisable to enforce collection or performance of the Receivables; provided, however, that the Secured Party shall have the right at any time, upon the

occurrence and during the continuance of an Event of Default, and except with respect to any and all accounts receivables payable to the Grantor by any federal or state agency or other agency administering the Medicare or Medicaid program, (x) to notify the account debtors or obligors under any Receivables of the assignment of such Receivables to the Secured Party; (y) to direct such account debtors or obligors to make payment of all amounts due or to become due to Grantor thereunder directly to the Secured Party; and (z) upon such notification and at the expense of the Grantor and to the extent permitted by law, to enforce collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as the Grantor might have done. If requested by the Secured Party, the Grantor will co-sign such notice. After receipt by the Grantor of the notice from the Secured Party referred to in the proviso in the immediately preceding sentence: (A) all amounts and proceeds (including instruments) received by the Grantor in respect of the Receivables shall be received in trust for the benefit of the Secured Party, shall be segregated from other funds of the Grantor and shall be forthwith paid over to the Secured Party, in the same form as so received (with any necessary endorsement) to be held as cash collateral and either: (1) released to the Grantor so long as no Event of Default shall have occurred and be continuing; or (2) if any Event of Default shall have occurred and be continuing, applied as specified in Section 7(b) hereof; and (B) the Grantor will not adjust, settle or compromise the amount or payment of any Receivable or release wholly or partly any account debtor or obligor thereof or allow any credit or discount thereon.

(g) **Obligations.** For so long as the Obligations shall remain outstanding, the Grantor shall take no action discharging, canceling, extinguishing or otherwise impairing its right, title and interest in and to any of the Collateral.

SECTION 6. Additional Provisions Concerning the Collateral.

(a) The Grantor hereby authorizes the Secured Party to file, without the signature of the Grantor (where permitted by law), one or more financing or continuation statements, and amendments thereto, relating to the Collateral.

(b) Upon the occurrence and continuation of an Event of Default, the Grantor hereby irrevocably appoints the Secured Party the Grantor's attorney-in-fact and proxy with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Secured Party's discretion, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of the Note Purchase Documents, including, without limitation: (i) to obtain and adjust insurance required to be paid to the Secured Party, pursuant to Section 5(e) hereof; (ii) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Collateral; (iii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) or (ii) above and to give full discharge for the same; (iv) to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable for the collection of any of the Collateral or

otherwise to enforce the rights of the Secured Party with respect to any of the Collateral; and (v) to execute and file financing statements, continuation statements, and amendments thereto.

(c) If the Grantor fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement or obligation, and the expenses of the Secured Party incurred in connection therewith shall be payable by the Grantor under Section 8 hereof.

(d) The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

(e) Anything herein to the contrary notwithstanding: (i) the Grantor shall remain liable under the Related Contracts to perform all of its obligations thereunder to the same extent as if this Agreement had not been executed; (ii) the exercise by the Secured Party of any of its rights hereunder shall not release the Grantor from any of its obligations under the Related Contracts; and (iii) the Secured Party shall not have any obligation or liability by reason of this Agreement under the Related Contracts nor shall the Secured Party be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 7. Remedies Upon Occurrence of an Event of Default. If an Event of Default shall have occurred and be continuing:

(a) The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it (whether under the Note or the other Note Purchase Documents, at law or in equity), all of the rights and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Collateral), and also may: (i) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of the Secured Party, forthwith assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties; and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Secured Party may deem commercially reasonable. The Grantor agrees that, to the extent notice of sale shall be required by law, ten (10) days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

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(b) Any cash held by the Secured Party as Collateral and all cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral shall be applied as follows:

(i) First, to the payment of the reasonable costs and expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred by the Secured Party in connection with: (A) the administration of this Agreement; (B) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral; (C) the exercise or enforcement of any of the rights of the Secured Party hereunder; or (D) the failure of the Grantor to perform or observe any of the provisions hereof;

(ii) Second, to the payment or satisfaction of any Permitted Liens upon any part of the Collateral;

(iii) Third, to the payment of the obligations under the Original Pfizer Note and the Original Pfizer Note Purchase Agreement as provided for therein;

(iv) Fourth, ratably to the payment of the Obligations as follows: first in respect of any fees not covered by clause (i) above; second, in respect of accrued but unpaid interest under the Note; and third, in respect of unpaid principal under the Note;

(iv) Fifth, to the payment of any other amounts required by applicable law; and

(iv) Sixth, the surplus proceeds, if any, to the Grantor or to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

(c) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which the Secured Party is legally entitled, the Grantor shall be liable for the deficiency, together with interest thereon at the Base Rate or such other interest rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees of any attorneys employed by the Secured Party to collect such deficiency.

SECTION 8. Indemnity and Expenses.

(a) The Grantor agrees to indemnify the Secured Party from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), other than losses directly resulting from the Secured Party's own gross negligence or willful misconduct.

(b) Upon the occurrence and continuation of an Event of Default, the Grantor will pay to the Secured Party the amount of any and all reasonable costs and expenses,

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including, without limitation, the fees and disbursements of the counsel retained by the Secured Party for itself and of any experts and agents, which the Secured Party may incur in connection with: (i) the administration of this Agreement; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral; (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder; or (iv) the failure by the Grantor to perform or observe any of the provisions hereof.

SECTION 9. Notices. Except as otherwise expressly provided herein, all notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and shall be deemed to have been duly given or made when delivered by hand, or five (5) days after being deposited in the United States mail, postage prepaid, or, in the case of telecopy notice, when sent, or, in the case of a nationally recognized overnight courier service, one Business Day after delivery to such courier service, addressed, in the case of each party hereto, to such party its address specified in the Note, or to such other address as may be designated by any party in a written notice to the other parties hereto; provided, however, that notices and communications to the Secured Party shall not be effective until received by the Secured Party.

SECTION 10. Security Interest Absolute. All rights of the Secured Party, all security interests, and all obligations of the Grantor hereunder shall be absolute and unconditional irrespective of: (i) any lack of validity or enforceability of the Note, or any other Note Purchase Document relating thereto; (ii) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from the Note, or any other Note Purchase Document; (iii) any increase in, addition to, exchange or release of, or non-perfection of any Lien on or security interest in, any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; (iv) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Grantor in respect of the Obligations or this Agreement; or (v) the absence of any action on the part of the Secured Party to obtain payment or performance of the Obligations from the Grantor.

SECTION 11. Miscellaneous.

(a) Amendments and Waivers. This Agreement may not be amended, supplemented, modified or waived except in accordance with the provisions of this Section 11(a). The Secured Party and the Grantor may, from time to time, enter into written amendments, supplements, modifications or waivers for the purpose of adding, deleting, changing or waiving any provisions of this Agreement.

(b) No Waiver; Remedies Cumulative. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Secured Party provided herein are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law or under the Note and any other Note Purchase Documents. The rights

of the Secured Party hereunder against any party hereto are not conditional or contingent on any attempt by the Secured Party to exercise any of its rights under any other document or agreement against such party or against any other person.

(c) Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall: (i) remain in full force and effect until the payment in full or release of the Obligations; and (ii) be binding on the Grantor and its successors and assigns and shall inure, together with all rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party, and its successors, transferees and assigns. Without limiting the generality of the foregoing, the Secured Party may assign or otherwise transfer all or any portion of the Note to any affiliate, and such affiliate shall thereupon become vested with all of the benefits in respect thereof granted to the Secured Party or such transferee, as the case may be, herein or otherwise. None of the rights or obligations of the Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Secured Party.

(e) Satisfaction of Obligations. Upon the satisfaction in full of the Obligations, this Agreement and the security interest created hereby shall terminate and all rights to the Collateral shall revert to the Grantor. The Secured Party will, upon the Grantor's request, in exchange for the Grantor's signed receipt therefor, and at the Grantor's expense: (i) return to the Grantor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof; and (ii) execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

(f) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION AND THE EFFECT OF THE PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF DELAWARE.

(g) Successors, etc. This Agreement shall be binding upon and inure to the benefit of the Grantor and the Secured Party, and their respective permitted transferees, successors and assigns. The Grantor shall not have the right to assign or transfer any right or interest herein or hereunder without the Secured Party's prior written consent. The Secured Party shall have the right, upon notice to the Grantor specifying the identity of the transferor, successor or assignee, to transfer or assign to any Affiliate its rights and obligations hereunder, and in connection therewith, the Secured Party may disclose to any such person any information that it received or may receive from the Grantor hereunder.

connection therewith, the Secured Party may disclose to any such person any information that it received or may receive from the Grantor hereunder.

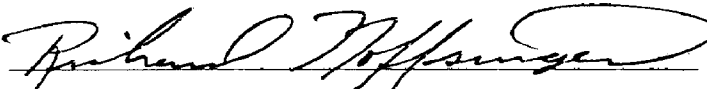
(h) Headings Descriptive. The headings of the several Sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.


(j) Waiver of Trial by Jury; Consent to Jurisdiction. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE GRANTOR AND THE SECURED PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER NOTE PURCHASE DOCUMENT OR ANY MATTER ARISING HEREUNDER OR THEREUNDER. IN ANY LITIGATION IN CONNECTION WITH, OR ENDORSEMENT OF, THIS AGREEMENT, THE GRANTOR AND THE SECURED PARTY CONSENT TO PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN NEW YORK COUNTY, AND/OR THE FEDERAL COURT IN THE SOUTHERN DISTRICT OF THE STATE OF NEW YORK, AND EXPRESSLY WAIVES ANY OBJECTION AS TO VENUE IN ANY SUCH COURT.

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

AMICORE, INC.

By: 
Name:
Title:

PFIZER INC

By: 
Name:
Title:

SCHEDULE I
TO BORROWER SECURITY AGREEMENT

Locations of Goods and Equipment; List of Trade Names

200 Minuteman Road
Andover, Massachusetts 01810

Trade Names, Copyright and Trademarks:

Amicore™	Federal Serial Number	76/280537
Amicore Practice Suite™	Federal Serial Numbers	76/322629 76/322630
Experience The High Performance Practice™	Federal Serial Numbers	78/117719 78/117722 78/117727
Experience The Joy of Medicine™	Federal Serial Numbers	78/117303 78/117305 78/117309
High Performance Practice™	Federal Serial Numbers	78/117720 78/117724 78/117725
Joy of Medicine™	Federal Serial Numbers	78/117301 78/117304 78/117307
Copyright on Source Code	Federal Registration Number	TX-4-779-200
Amicore®	Federal Registration Number	2,622,241
Carewide®	Federal Registration Number	2,338,605
Carewide.com®	Federal Registration Number	2,436,824
PenChart®	Federal Registration Number	2,117,826
Provider Briefcase®	Federal Registration Number	2,117,827
Provider Central®	Federal Registration Number	2,117,825

Websites:

Amicore.com
Penchart.com
Penchartdev.com

SCHEDULE II
TO BORROWER SECURITY AGREEMENT

List of Filing Offices for Financing Statements

Secretary of State of the State of Delaware
Secretary of State of the State of New Jersey
Secretary of State of the State of Colorado
Secretary of State of the State of Connecticut
Secretary of State of the State of Florida
Secretary of State of the State of Massachusetts
Secretary of State of the State of Minnesota
Secretary of State of the State of Ohio
Secretary of State of the State of Pennsylvania

NY:231040.3

RECORDED: 03/24/2003

TRADEMARK
REEL: 002699 FRAME: 0347