

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Tab settings → → →

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

1. Name of conveying party(ies):
RealMed Corporation

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

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

2. Name and address of receiving party(ies)
Name: Internet HealthCare Group, LLC

Internal Address: _____
Street Address: 22 Waterville Road
City: Avon State: CT Zip: 06001

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 4, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,471,833

Additional number(s) attached Yes No

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

Internal Address: Woodard, Emhardt, Moriarty, McNett & Henry LLP

Street Address: Bank One Center/Tower, 111 Monument Circle, Suite 3700
City: Indianapolis State: Indiana Zip: 46204

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-3030

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

DO NOT USE THIS SPACE

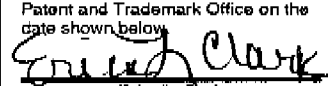
9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Troy J. Cole  August 20, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:
 Director of the U.S. Patent and Trademark Office, Mail Stop Assignment Recordation Services
 Washington, D.C. 20231
 VIA FACSIMILE (703) 306-5995

I hereby certify that this paper is being facsimile transmitted to the Patent and Trademark Office on the date shown below.


Erica L. Clark
700041063

TRADEMARK
REEL: 002702 FRAME: 0783

CIH \$40.00 233030 2471833

WEMMH-1594 (4/03)

RECORDATION FORM
CONTINUATION DATA SHEET
TRADEMARKS ONLY

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

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

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

1. Name of conveying party(ies):

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

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

2. Name and address of receiving party(ies)

Name: Johnson & Johnson Development Corporation
Internal Address: _____
Street Address: 1900 Charleston Road, Suite M12-2110
City: Mountain View State: CA Zip: 94039

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

6. Total number of applications and registrations involved:

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

Name: _____
Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

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

Enclosed
 Authorized to be charged to deposit account

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

1. Name of conveying party(ies):

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

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

2. Name and address of receiving party(ies)

Name: Prism Venture Partners III, L.P.

Internal Address: _____

Street Address: 100 Lowder Brook Drive, Suite 2500

City: Westwood State: MA Zip: 02090

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

6. Total number of applications and registrations involved:

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

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

Enclosed
 Authorized to be charged to deposit account

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

<p>1. Name of conveying party(ies):</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Corporation-State: Indiana</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Prism Venture Partners III-A, L.P.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>100 Lowder Brook Drive, Suite 2500</u></p> <p>City: <u>Westwood</u> State: <u>MA</u> Zip: <u>02090</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input checked="" type="checkbox"/> Limited Partnership _____</p> <p><input type="checkbox"/> Corporation _____</p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: _____</p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p>
<p>Additional number(s) attached <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: _____</p> <p>Internal Address: _____</p> <p>_____</p> <p>Street Address: _____</p> <p>_____</p> <p>City: _____ State: _____ Zip: _____</p>	<p>6. Total number of applications and registrations involved: _____</p> <p>7. Total fee (37 CFR 3.41) _____ \$ _____</p> <p><input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p><u>23-3030</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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SECURITY INTEREST IN PATENTS AND TRADEMARK AGREEMENT

This Security Interest in Patents and Trademark Agreement ("Agreement") is made on the 4th day of August, 2003, between RealMed Corporation, an Indiana Corporation having a mailing address at 5 Parkwood Crossing, 510 East 96th Street, Suite 400, Indianapolis, Indiana, 46240 ("Grantor") and Internet HealthCare Group, L.L.C. ("IHCG"), Johnson & Johnson Development Corporation ("J&J Development Corporation") and Prism Venture Partners III, L.P. and Prism Venture Partners III-A, L.P. (collectively, "Prism" and collectively with IHCG and J&J Development Corporation, the "Lenders").

RECITALS

A. Grantor has executed and delivered its Working Capital Demand Promissory Notes (the "Notes") to Lenders pursuant to a certain Senior Secured Working Capital Demand Loan Agreement of even date herewith between Grantor and Lenders (as amended from time to time, the "Loan Agreement") in the original principal amount of Four Million Dollars (\$4,000,000) or such lesser amount as shall have been advanced pursuant to the Loan Agreement (collectively together with any additional advances under the Loan Agreement, the "Loan").

B. In order to induce the Lenders to execute and deliver the Loan Agreement, Grantor has agreed to grant a security interest to Lenders in certain patents and trademarks.

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with Lenders as follows:

1. To secure the complete and timely satisfaction of all Obligations (as such term is defined in the Loan Agreement), Grantor hereby grants and conveys to Lenders a continuing first priority security interest ("Security Interest") in all of Grantor's right, title and interest in the patent, patent applications and trademark listed in Schedule A hereto, including without limitation, the goodwill of Grantor's business connected with and symbolized by the trademark; all proceeds (such as, by way of example, 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 reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Patents").

2. Grantor covenants and warrants that:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Grantor's knowledge, each of the Patents is valid and enforceable and Grantor has notified Lenders in writing of all prior art (including public uses and sales) of which it is aware;

(c) Except as set forth on Schedule A, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses, shop rights and covenants by Grantor not to sue third persons; and

- (d) Grantor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

Except as specifically set forth above, Grantor does not warrant that the Patents might not be declared invalid if challenged in court.

3. Until all of the Obligations shall have been satisfied in full, Grantor will not enter into any agreement (for example, a license agreement), which is inconsistent with Grantor's obligations under this Agreement, without Lenders' prior written consent; provided, however, Grantor shall not be prohibited from licensing any Patent on a non-exclusive basis to payers or providers; and provided, further, Lender acknowledges that Grantor is authorized to grant additional first priority liens as provided in the Loan Agreement.

4. If, before the Obligations shall have been satisfied in full, Grantor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 1 shall automatically apply thereto and Grantor shall give to each Lender prompt notice thereof in writing.

5. Grantor authorizes Lenders to modify this Agreement by amending Schedule A hereto to include any future patents and patent applications that are Patents under Section 1 or Section 4 hereof.

6. Grantor agrees not to sell or assign its interest in, or grant any license under the Patents, without the prior written consent of Lenders; provided, however, Grantor shall not be prohibited from licensing any Patent on a non-exclusive basis to payers or providers; and provided, further, that Lender acknowledges that subject to completion of an intercreditor agreement in accordance with Section 14 of this Agreement, Grantor is authorized to grant additional first priority liens as provided in the Loan Agreement that will be pari passu with Lenders' debt.

7. If any Event of Default shall have occurred and be continuing, the Lenders shall have the right to, in addition to all other rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located and, without limiting the generality of the foregoing, the Lenders may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Indianapolis, Indiana, or elsewhere, the whole, or from time to time any part of the Patents, or any interest which Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Grantor. Notice of any sale or other

disposition of the Patents shall be given to Grantor at least five (5) days before the time of any intended public or private sale or other disposition of the Patents is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender or any creditor of Grantor may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released. The terms of this Agreement, and particularly this Section 7 are subject to an Intercreditor Agreement between Lenders, dated of even date herewith (the "Intercreditor Agreement").

8. Subject to the terms of the Intercreditor Agreement, if any Event of Default shall have occurred and be continuing, Grantor hereby authorizes and empowers Lenders to make, constitute and appoint any officer or agent of Lenders, as Lenders may select in their exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for Lenders to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to any third person. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement.

9. At such time as Grantor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lenders shall, at no cost to Grantor, execute and deliver to Grantor all deeds, assignments and other instruments as may be necessary or proper to confirm in Grantor full right title and interest to the Patents, subject to any disposition thereof which may have been made by Lenders pursuant hereto.

10. Grantor shall have the duty, through counsel acceptable to Lenders, to prosecute diligently any patent applications of the Patents pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Grantor. Grantor shall not abandon any pending patent application or patent without the consent of Lenders, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lenders shall cooperate in the execution and filing of any and all required actions and/or documents to effect the proper prosecution and maintenance of the Patents.

11. Grantor shall have the right, with the consent of Lenders, which shall not be unreasonably withheld, to bring suit in its own name and to join Lenders, if necessary, as a party to such suit so long as Lenders are satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and licenses thereunder. Grantor shall promptly, upon demand, reimburse and indemnify each Lender for all damages, costs and expenses, including legal fees, incurred by such Lender pursuant to this Section 11.

12. No course of dealing between Grantor and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Lenders, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Lenders' right and remedies with respect to the Patents, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently, subject to the terms of the Intercreditor Agreement.

14. In the event that Grantor receives additional financing as contemplated in the Loan Agreement, Lender shall enter into a subsequent intercreditor agreement with Lenders, and such additional parties, substantially in the form of the Intercreditor Agreement.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Indiana.

18. Decisions Regarding Agreement. Any decisions relating to this Agreement, including, but not limited to waivers, enforcement, and amendments shall be made by Lenders that hold Notes representing not less than eighty five percent (85%) of the amount owed on the Loan (including accrued interest) and shall be binding on all Lenders.


19. Prior Agreement Superseded. The undersigned parties who are parties to the Collateral Assignment of Patents made and entered into as of June 27, 2003 by and among the Grantor and the Lenders (the "Prior Agreement") hereby terminate the Prior Agreement and make it of no further force or effect as of the effective date of this Agreement.

WITNESS the execution of this Security Interest in Patents and Trademark Agreement hereof on the day and year first above written.

GRANTOR:
REALMED CORPORATION

By: _____
Chester E. Burrell
President and Chief Executive Officer

LENDERS:
INTERNET HEALTHCARE GROUP, L.L.C.

By:  _____
Print Name: Rene Lerar
Title: _____

JOHNSON & JOHNSON DEVELOPMENT CORPORATION

By: _____
Print Name: _____
Title: _____

PRISM VENTURE PARTNERS III, L.P.
By: Prism Investment Partners III, L.P.
its General Partner

By: Prism Venture Partners III, L.L.C.
its General Partner

By: _____
Print Name: _____
Title: _____

PRISM VENTURE PARTNERS III-A, L.P.
By: Prism Investment Partners III, L.P.
its General Partner

By: Prism Venture Partners III, L.L.C.
its General Partner

By: _____
Print Name: _____
Title: _____

WITNESS the execution of this Security Interest in Patents and Trademark Agreement hereof on the day and year first above written.


GRANTOR:
REALMED CORPORATION

By: _____
Chester E. Burrell
President and Chief Executive Officer

LENDERS:
INTERNET HEALTHCARE GROUP, L.L.C.

By: _____
Print Name: _____
Title: _____

JOHNSON & JOHNSON DEVELOPMENT CORPORATION

By:  _____
Print Name: Brad Vale
Title: Vice President

PRISM VENTURE PARTNERS III, L.P.
By: Prism Investment Partners III, L.P.
its General Partner

By: Prism Venture Partners III, L.L.C.
its General Partner

By: _____
Print Name: _____
Title: _____

PRISM VENTURE PARTNERS III-A, L.P.
By: Prism Investment Partners III, L.P.
its General Partner

By: Prism Venture Partners III, L.L.C.
its General Partner

By: _____
Print Name: _____
Title: _____

WITNESS the execution of this Security Interest in Patents and Trademark Agreement hereof on the day and year first above written.

GRANTOR:
REALMED CORPORATION

By: _____
Chester E. Burrell
President and Chief Executive Officer

LENDERS:
INTERNET HEALTHCARE GROUP, L.L.C.

By: _____
Print Name: _____
Title: _____

JOHNSON & JOHNSON DEVELOPMENT CORPORATION

By: _____
Print Name: _____
Title: _____

PRISM VENTURE PARTNERS III, L.P.
By: Prism Investment Partners III, L.P.
its General Partner

By: Prism Venture Partners III, L.L.C.
its General Partner

By: _____
Print Name: _____
Title: _____

PRISM VENTURE PARTNERS III-A, L.P.
By: Prism Investment Partners III, L.P.
its General Partner

By: Prism Venture Partners III, L.L.C.
its General Partner

By: _____
Print Name: _____
Title: _____

SCHEDULE A

The Grantor has no registered patents, trademarks, trade names or service marks except RealMed Corporation has the following:

- (1) US Patent No. 6,208,973 B1, March 27, 2001 Point of Service Third Party Financial Management Vehicle for Healthcare Industry.
- (2) New U.S. Patent Application filed March 31, 2000, System and Method for Employing Targeted Messaging with Delivery of an Explanation of Benefits Statement to an Insured, Inventors: Mark A. Morris, Robert B. Peterson and Todd J. Morris.
- (3) New U.S. Patent Application filed March 7, 2000, System and Method for Realtime Insurance Claim Submission, Adjudication and Payment, Inventors: Robert B. Peterson, Mark A. Morris, Timothy P. Bird, Thirumalai E. Rajagopal and Mark A. Hayton.
- (4) New U.S. Patent Application, filed March 7, 2000, System and Method for Realtime Enabling or a Batch Insurance Claim Adjudication Process, Inventors: Timothy P. Bird, Thirumalai E. Rajagopal and Mark A. Hayton.
- (5) New U.S. Patent Application, filed December 20, 2000, System and Method for Employing Targeted Messaging with the Submitting of an Insurance Claim, Inventors: Mark A. Morris, Robert B. Peterson and Todd J. Morris.
- (6) New U.S. Patent Application, filed December 19, 2001, System and Method for Adaptive Claim Adjudication, Inventors: Timothy P. Bird and G. Eric Hunsaker.
- (7) Trademark/Service Mark of RealMed, Reg. No. 2,471,833, registered July 24, 2001.

The pending patent applications have been challenged by the U.S. patent office as being in conflict with Grantor's issued patent. Grantor has preserved its rights, but has not authorized counsel to attempt to resolve such challenges.

Grantor has escrowed or contractually agreed to escrow its core application for each of its four payers. In the event that Grantor ceases operations, is subject to a bankruptcy or material breaches its obligations to a payer (each a "Triggering Event"), the software is released and a license agreement grants a perpetual irrevocable license to use the software to the applicable payer.

Grantor has also entered into a license agreement with BCBS of North Carolina and CareFirst that allows each payer to use certain Grantor software in connection with processing claims and Grantor's e-portal project. Both the BCBS North Carolina and CareFirst agreements are contingent upon payment of Grantor's normal transaction or monthly fees for such payers.