

12-10-2003



12-10-03

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 RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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

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

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):

NDCHealth Corporation

- ☐ 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 Security Agreement

Execution Date: November 26, 2002

## 2. Name and Address of receiving party(ies)

Name: Merrill Lynch Capital

Internal

Address: \_\_\_\_\_

Street Address: 222 N. LaSalle StreetCity: Chicago State: Illinois Zip: 60601

- ☐ 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

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

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached ☒ Yes ☐ No

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

Name: Intellectual Property DocketingInternal Address: SHEARMAN & STERLINGStreet Address: 599 Lexington AvenueCity: New York State: NY Zip: 10022

## 6. Total number of applications and registrations involved: \_\_\_\_\_

37

7. Total fee (37 CFR 3.41)..... \$ 940.00

☐ Enclosed Previously Paid Per Original Filing Dated May 28, 2003

☐ Authorized to be charged to deposit account

940E

## 8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(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.

Alexander M. Kim

Name of Person Signing

Alex Kim per TLH  
 Signature

December 10, 2003

Date

Total number of pages including cover sheet, attachments, and document: 30

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

**Continuation of Trademark Recordation Form Cover Sheet****Continuation of Box 1:****2. Name of conveying party(ies):**

The Computer Place, Inc.

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership          | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State |  |

**3. Name of conveying party(ies):**

NDC Health Information Services (Arizona) Inc.

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership          | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State |  |

**4. Name of conveying party(ies):**

NDCHealth Intellectual Property Corp.

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership          | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State |  |

**5. Name of conveying party(ies):**

HISIP Corp.

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership          | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State |  |

**6. Name of conveying party(ies):**

NDCIP, Inc.

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership          | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State |  |

**7. Name of conveying party(ies):**

NDC of Canada, Inc.

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership          | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State |  |

## 8. Name of conveying party(ies):

NDC Acquisition Corp.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State

## 9. Name of conveying party(ies):

NDCHHealth Licensing, Inc.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State

## 10. Name of conveying party(ies):

TechRX Incorporated

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State

**Continuation of Box 4:****Application Numbers**

76/411,678	78/148,465	76/456,866	76/186,183	76/446,545
------------	------------	------------	------------	------------

**Registration Numbers**

2,091,271	1,818,764	1,904,601	1,809,973	2,064,887
2,259,942	2,217,678	2,355,860	1,738,598	2,061,054
1,607,646	2,257,085	2,567,103	2,241,960	1,722,506
2,136,862	2,197,376	2,567,102	2,062,766	1,535,707
1,994,048	1,739,547	2,567,101	2,455,703	
2,566,357	1,190,202	1,721,539	2,265,439	
1,762,629	888,836	2,374,051	2,241,962	

**NO ADDITIONAL PAGES**

**Continuation of Trademark Recordation Form Cover Sheet****Continuation of Box 1:****2. Name of conveying party(ies):**

The Computer Place, Inc.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State

**3. Name of conveying party(ies):**

NDC Health Information Services (Arizona) Inc.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State

**4. Name of conveying party(ies):**

NDCHealth Intellectual Property Corp.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State

**5. Name of conveying party(ies):**

HISIP Corp.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State

**6. Name of conveying party(ies):**

NDCIP, Inc.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State

**7. Name of conveying party(ies):**

NDC of Canada, Inc.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State

## 8. Name of conveying party(ies):

NDC Acquisition Corp.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State

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- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State

## 10. Name of conveying party(ies):

TechRX Incorporated

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State

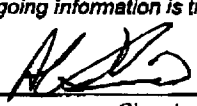
**Continuation of Box 4:****Application Numbers**

76/411,678	78/148,465	76/456,866	76/186,183	76/446,545
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**Registration Numbers**

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2,259,942	2,217,678	2,355,860	1,738,598	2,061,054
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2,136,862	2,197,376	2,567,102	2,062,766	1,535,707
1,994,048	1,739,547	2,567,101	2,455,703	
2,566,357	1,190,202	1,721,539	2,265,439	
1,762,629	888,836	2,374,051	2,241,962	

**NO ADDITIONAL PAGES**

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings		OFFICE OF PUBLIC RECORDS RECORDS TRADEMARKS 2003 JAN 16 AM 10:19		DEPARTMENT OF COMMERCE Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> NDCHealth Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____			<b>2. Name and Address of receiving party(ies)</b> Name: <u>Merrill Lynch Capital</u> Internal Address: _____ Street Address: <u>222 N. LaSalle Street</u> City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60601</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State: <u>Delaware</u> <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>November 26, 2003</u>					
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) <u>See Attached</u>			B. Trademark Registration No.(s) <u>See Attached</u>		
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Intellectual Property Docketing</u> Internal Address: <u>SHEARMAN &amp; STERLING</u> _____ _____ Street Address: <u>599 Lexington Avenue</u> _____ City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u>			<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">37</span>		
			<b>7. Total fee (37 CFR 3.41):</b> \$ <u>940.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			<b>8. If check is missing or otherwise insufficient, charge deposit account number:</b> <u>50-0324</u> (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Statement and signature.</b> <i>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.</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Alexander M. Kim</u>          Name of Person Signing       </div> <div style="width: 30%; text-align: center;">           Signature       </div> <div style="width: 30%; text-align: right;"> <u>January 10, 2003</u>          Date       </div> </div> <div style="text-align: right; margin-top: 10px;">         Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">26</span> </div>					

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

01/21/2003 BNYME 00000010 2091271

01 FC:4521  
 02 FC:4522

40.00 SP  
 900.00 SP

NYDOCS04/322541.1

**TRADEMARK**  
**REEL: 002762 FRAME: 0284**

**Continuation of Trademark Recordation Form Cover Sheet****Continuation of Box 1:****2. Name of conveying party(ies):**

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☒ Corporation-State

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HISIP Corp.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
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1,762,629	888,836	2,374,051	2,241,962	

**NO ADDITIONAL PAGES**



## EXECUTION COPY

November 26, 2002

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated November 26, 2002, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., ("MLC"), as Administrative Agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, NDCHealth Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of November 26, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with MLC, as Administrative Agent and Swing Line Lender, Credit Suisse First Boston ("CSFB"), as Syndication Agent, Bank of America, N.A., as Documentation Agent, LaSalle Bank National Association, as L/C Issuer, and each lender and agent from time to time party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated November 26, 2002 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement 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. Grant of Security.** Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- a. the patents and patent applications set forth in Schedule A hereto (the "Patents");
- b. the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

c. all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

b. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

c. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

d. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

e. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

f. Governing Law. This IP Security Agreement 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 IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


## NDCHEALTH CORPORATION

By   
Title: \_\_\_\_\_

## Address for Notices:

1 NDC PLAZA  
ATLANTA, GA 30329-2010

## THE COMPUTER PLACE, INC.

By   
Title: \_\_\_\_\_

## Address for Notices:

916 EAST BASELINE ROAD  
AMES, AZ 85204

NDC HEALTH INFORMATION SERVICES  
(ARIZONA) INC.

By   
Title: \_\_\_\_\_

## Address for Notices:

2394 EAST CAMELBACK ROAD  
PHOENIX, AZ 85016

NDCHEALTH INTELLECTUAL PROPERTY CORP.

By

Title:

Address for Notices:

1 NDC Plaza

Atlanta, GA 30329-2010

HISIP CORP.

By

Title:

Address for Notices:

1 NDC Plaza

Atlanta, GA 30329-2010

NDCIP, INC.

By

Title:

Address for Notices:

1 NDC Plaza

Atlanta, GA 30329-2010

NDCHEALTH LICENSING, INC.

By

Title:

Address for Notices:

1 NDC Plaza

Atlanta, GA 30329-2010

NDC OF CANADA, INC.

By

Title:

Address for Notices:

1 NDC Plaza  
Atlanta GA 30329-2010

NDC ACQUISITION CORP.

By

Title:

Address for Notices:

1 NDC Plaza  
Atlanta GA 30329-2010

TECHRX INCORPORATED

By

Title:

Address for Notices:

NDC OF CANADA, INC.

By \_\_\_\_\_  
Title:

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NDC ACQUISITION CORP.

By \_\_\_\_\_  
Title:

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TECHRX INCORPORATED

By *[Signature]*  
Title: VP, Operations & Development

Address for Notices:  
202 West Park Drive  
Pittsburgh, PA 15275  
\_\_\_\_\_

## Exhibit A

## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated \_\_\_\_\_, is made by the Person listed on the signature page hereof (the "Grantor") in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., ("MLC"), as Administrative Agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, NDCHealth Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of November 26, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with MLC, as Administrative Agent and Swing Line Lender, Credit Suisse First Boston ("CSFB"), as Syndication Agent, Bank of America, N.A., as Documentation Agent, LaSalle Bank National Association, as L/C Issuer, and each lender and agent from time to time 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, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated November 26, 2002 made by the Grantor and such other Persons to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Intellectual Property Security Agreement dated November 26, 2002 (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, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor 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, the Grantor agrees as follows:

**SECTION 2. Grant of Security.** Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- a. the patents and patent applications set forth in Schedule A hereto (the "Patents");
- b. the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");
- c. the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

g. Supplement to Security Agreement. Schedule VI to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

h. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

i. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

j. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

k. 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, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[NAME OF GRANTOR]

By *[Signature]*  
Name: Frank J. Amoruso  
Title: EVP, Operations & Development

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE A**  
**PATENTS**

Schedule VI to the  
Security Agreement

## INTELLECTUAL PROPERTY

## I. PATENTS - There are no registered patents for NDCHealth Corporation and its Subsidiaries

Grantor	Patent Name	Country	Patent No.	Application No.	Filing Date	Issue Date
NDCHealth Corporation	Systems and Methods for Processing Claims in Real Time	USA		Utility Application 10/133,001  Provisional Application 60/286,757	Utility 4/25/2002  Provisional 4/25/2001	
	Systems and Methods for Verifying Electronically Transmitted Claim Content	USA		60/381,395	05/16/2002	
	Method and System for Prescription Drug Compliance	USA		09/617,269	07/17/2000	
	Systems and Methods for Look-alike/Sound-Alike Medication Error Messages	USA		60/413,563	09/25/2002	
	Method and System for Prescription Drug Compliance	Argentina		00 01 03679	07/18/2000	
NDC Health Information Services (Arizona), Inc.	None					
The Computer Place, Inc.	None					
NDCHealth Intellectual Property Corp.	None					

Grantor	Patent Name	Country	Patent No.	Application No.	Filing Date	Issue Date
HISIP Corp.	None					
NDCIP, Inc.	None					
NDCHealth Licensing, Inc.	None					
NDC of Canada, Inc.	None					
NDC Acquisition Corp.	None					
TechRx Incorporated	None					

TRADEMARK

REEL: 002762 FRAME: 0298

**SCHEDULE B**  
**TRADEMARK AND SERVICE MARK REGISTRATIONS**

## NDCHEALTH CORPORATION REGISTERED TRADEMARKS

ADHERE	75168615	2,091,271	8/26/97	FEDERAL
ADOPTRX	75358679	225,942	7/6/99	FEDERAL
CIS TECHNOLOGIES, INC.	73798,702	1,687,646	7/24/90	FEDERAL
CONCEPT	75185,819	2,136,862	2/17/98	FEDERAL
DIRECTLINK	74370,140	1,994,048	8/13/96	FEDERAL
EASYCLAM	74017,890	2,566,357	8/13/96	FEDERAL
FINAL DRAFT	74309038	176,629	4/6/93	FEDERAL
HEALTHRAY	74302,679	1,818,764	2/1/94	FEDERAL
INTELLECT DSS	75189973	221,678	1/12/99	FEDERAL
INTELLECT UPDATE	75480946	225,7085	6/29/99	FEDERAL
LAUNCHTRAC	75274568	219,7376	10/20/98	FEDERAL
LYTEC	74196,353	1,739,547	9/15/92	FEDERAL
NATIONAL DATA (CANADA)	054520000	TMA323347	1/28/2002	CANADA
NATIONAL DATA (CANADA)	054517200	TMA323049	1/28/2002	CANADA
NATIONAL DATA CORPORATION	731236,725	1,190,202	2/16/82	FEDERAL
NATIONAL DATA CORPORATION OF CANADA, LTD. (CANADA)	054519700	TMA324550	1/28/2002	CANADA
NDC (& PIN DESIGN)	72307278	0888636	3/31/71	FEDERAL
NDC (and Chevron design)	74546,676	1,904,601	3/31/2000	FEDERAL
NDC (and design) (CANADA)	054517300	TMA321671	12/12/2002	CANADA
NDC CANADA	054517100	TMA318986	6/27/2001	CANADA
NDC HEALTH INFORMATION SERVICES	751426,079	2,355,860	6/6/2000	FEDERAL
NDC HEALTH INFORMATION SERVICES (COMMUNITY TRADEMARK)	G971192	971192	5/16/2000	EUROPEAN COMMUNITY SERVICE MARK
NDC PHARMACY MARKET ANALYZER	76198,622	2,567,103	5/7/2002	FEDERAL

TRADEMARK

REEL: 002762 FRAME: 0300

## NDCHHEALTH CORPORATION REGISTERED TRADEMARKS

NDC PRESCRIPTION PRICE ANALYZER	76194,621	2,567,102	5/7/2002	FEDERAL
NDC PRESCRIPTION SALES ANALYZER	76194,620	2,567,101	5/7/2002	FEDERAL
PRACTISOFT PRESCRIPTION PERFORMANCE PROGRAMS	74164367 75660817	1721539 2374031	10/6/92 8/1/2000	FEDERAL FEDERAL
PREMIS	743724030	1,809,973	12/7/93	FEDERAL
PRODUR	74216,936	1,734,598	12/8/92	FEDERAL
SOLUTIONS START HERE	75307727	2241960	4/21/99	FEDERAL
SOURCE	75028502	2062766	5/26/97	FEDERAL
SOURCE PVS	75430224	2455703	5/29/2001	FEDERAL
TRANSACT REPRICER	75292,689	2,265,439	7/27/99	FEDERAL
YOUR SOURCE FOR HEALTH CARE INFORMATION SOLUTIONS	75308013	2241962	4/27/99	FEDERAL

TRADEMARK

REEL: 002762 FRAME: 0301

**NDCHHEALTH CORPORATION**  
**TRADEMARK APPLICATIONS FILED - NOT YET REGISTERED**

TRADEMARK	SERIAL NUMBER	FILING DATE	JURISDICTION IN WHICH FILED
NDC Rx Safety Advisor	76411678	May 22, 2002	Federal
Just Claims	78148465	July 29, 2002	Federal
Just Claims (stylized)	76456866	October 4, 2002	Federal
NDCHHealth	76186183	December 22, 2000	Federal
EPREMIIS	76446545	September 3, 2002	Federal

TRADEMARK

REEL: 002762 FRAME: 0302



## TECHRX INCORPORATED REGISTERED TRADEMARKS / SERVICE MARKS

RENLAR	FEDERAL REG # 206487	REGISTERED - 5/27/97	FEDERAL
RENLAR	FEDERAL REG # 2061064	REGISTERED - 5/13/97	FEDERAL
SERVICE MARK WIN-RX	FEDERAL REG #1722506	RECORDATION OF ASSIGNMENT PENDING	FEDERAL
RELIEF	CANADA REG # TMA31635	REGISTERED - 10/10/01	CANADA
DATASAT	FEDERAL REG. #153787	REGISTERED 4/18/89	FEDERAL
CONDOR	107-651 (ALABAMA)	REGISTERED - 5/26/99	ALABAMA
CONDOR Plus	107-652 (ALABAMA)	REGISTERED - 11/16/95	ALABAMA
CONDOR Central	107-653 (ALABAMA)	REGISTERED - 5/26/99	ALABAMA
CONDOR	107-231 (ALABAMA)	REGISTERED - 1/30/98	ALABAMA
Milleluna			

14901 V7  
09/19/02

**TECHRX INCORPORATED PENDING TRADEMARKS /SERVICE MARKS**

RXD	PENDING	PENDING APPLICATION	FEDERAL	
T-REX ONE	PENDING APPLICATION	PENDING APPLICATION	FEDERAL	

**SCHEDULE C**  
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IV. COPYRIGHTS

Grantor	Title of Work	Country	Title	Registration No.	Applic. No.	Filing Date	Issue Date
NDCHealth Corporation				None			
NDC Health Information Services (Arizona), Inc.				None			
The Computer Place, Inc.				None			
NDCHealth Intellectual Property Corp.				None			
HISIP Corp.				None			
NDCIP, Inc.				None			
NDCHealth Licensing, Inc.				None			
NDC of Canada, Inc.				None			
NDC Acquisition Corp.				None			
TechRx Incorporated	RX80 Pharmacy System	USA		US Copyright Reg. #TX 2 580 367		05/23/89	

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