

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iMedica Corporation		12/31/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Leavitt-Covington Ventures, LLC
Street Address:	3450 Sacramento Street
Internal Address:	PMB 718
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94118
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	75774749	IMEDICA
Serial Number:	75776082	IMEDICA
Registration Number:	2472521	PHYSICIANSUITE
Registration Number:	2607878	I
Registration Number:	2652239	

CORRESPONDENCE DATA	
Fax Number:	(916)329-4900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	916-447-9200
Email:	lsax@orrick.com
Correspondent Name:	Laura E. Sax
Address Line 1:	400 Capitol Mall, Suite 3000
Address Line 4:	Sacramento, CALIFORNIA 95814

ATTORNEY DOCKET NUMBER:	11833-5/1640
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CH \$140.00 75774749

NAME OF SUBMITTER:

Linda L. Partmann

Total Attachments: 4

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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 31, 2003, is executed by iMedica Corporation, a California corporation ("Debtor"), in favor of the Secured Parties (as defined below).

A. Pursuant to a Security Agreement, dated as of December 31, 2003 (the "Security Agreement"), executed by Debtor in favor of Leavitt-Covington Ventures, LLC, as collateral agent, and the parties listed on Exhibit A thereto (collectively, the "Secured Parties"), Debtor has secured its payment obligations under the promissory notes issued pursuant to the Note Agreement (as defined below).

B. Pursuant to a Secured Convertible Note and Warrant Purchase Agreement, dated as of December 31, 2003 (the "Note Agreement"), among Debtor and Secured Parties, Secured Parties have agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

C. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

D. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Note Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Parties, in accordance with the provisions of Section 5(i) of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules' completeness or accuracy.

E. Debtor hereby grants to Secured Parties a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the obligations under the Note Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Parties a security interest in the Collateral to secure the prompt payment, performance and observance of the Debtor's obligations to Secured Parties.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Note Agreement and the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

IMEDICA CORPORATION

By: Charlie C. Koo
Charles C. Koo, Ph.D.
President and Chief Executive Officer

Certificate of Acknowledgment

STATE OF CALIFORNIA)

COUNTY OF Santa Clara

On December 30 2003 before me, Huoy-Juan Y. Chen, Notary Public of the State of California, personally appeared Charles C. Koo, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature Huoy-Juan Y. Chen (Seal)



SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
PHYSICIANSUITE (Class 9)	July 24, 2001	2,472,521
I AND DESIGN (Class 35 & 42)	August 13, 2002	2,607,878
I AND DESIGN (Class 9)	November 19, 2002	2,652,239

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
IMEDICA (Classes 35 & 42)	August 13, 1999	75/774,749
IMEDICA (Class 9)	August 13, 1999	75/776,082

DOCSSC1:333603.3

RECORDED: 01/16/2004

TRADEMARK
REEL: 002780 FRAME: 0829