

07-29-2003

RE 3-7-03

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



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

Tab settings

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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): 3-7-03 MEDLINK SYSTEMS, L.L.C. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Louisiana Limited Liability Company

2. Name and address of receiving party(ies) Name: BizCapital Bus. & Indus. Dev. Co. Internal Address: Attn: John Brocato Street Address: 2201 Vets Mem. Blvd., Ste. 306 City: New Orleans State: LA Zip: 70002 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Louisiana 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: 03/05/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) Serial # 78082666 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: BizCapital Internal Address: Attn: John Brocato Street Address: 2201 Veterans Memorial Blvd. Suite 306 City: Metairie State: LA Zip: 70002

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:

DO NOT USE THIS SPACE

9. Signature. Robert J. Skinner, Esq. Name of Person Signing Signature Date March 5, 2003 Total number of pages including cover sheet, attachments, and document: 3

03/07/2003 TBI/AZ1 00000105 78082666 01 FC:0521 40.00 DP

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

TRADEMARK REEL: 002788 FRAME: 0573

**TRADEMARK
SECURITY AGREEMENT
MEDLINK SYSTEMS, L.L.C.**

This Commercial Security Agreement (the "Agreement") is entered as of the date hereinafter set forth by and between:

BIZCAPITAL BUSINESS AND INDUSTRIAL DEVELOPMENT CORPORATION, INC., LENDER, (the "Secured Party"), a corporation organized under the laws of the State of Louisiana, having its principal place of business at 2201 Veterans Boulevard, Suite 306, Metairie, Louisiana 70002 represented, its duly authorized and undersigned officer; and

MEDLINK SYSTEMS, L.L.C., ("Guarantor"), a Louisiana Limited Liability Company, domiciled, and having its registered address at 2270 Seventh Street, Suite 7-8, Mandeville, St. Tammany Parish, Louisiana, 70471, represented herein by, its duly authorized Managing Member;

under the following terms and conditions:

SECTION 1. GRANT OF SECURITY INTEREST. For value received and in order to secure the prompt and punctual payment and satisfaction of the Obligations of MED-DATA MANAGEMENT, INC., as defined hereinafter, the GUARANTOR does by these presents hereby grant a continuing security interest in favor of the Secured Party as affecting the Collateral described in the Description of Collateral (Section 3) section of this Agreement and agrees with the Secured Party as hereinafter provided. The security interest granted in the Collateral described in the Description of Collateral section of this Agreement in favor of the Secured Party will continue until such time as all of the Obligations as defined hereinafter are fully paid and satisfied and this Agreement is cancelled or terminated by the Secured Party under a written cancellation instrument.

SECTION 2. OBLIGATIONS SECURED. The security interest granted hereby is granted to secure the prompt and punctual payment and satisfaction of the following (all of which are herein separately and collectively referred to as the "Obligations"):

A. That loan indebtedness of MED-DATA MANAGEMENT INC ("Borrower") to the Secured Party represented by that certain promissory note made by Borrower on March 5, 2003, payable to the order of the Secured Party, in the principal amount of \$600,000.00, with interest and attorney's fees and payable as provided therein; and

B. Any and all present and future advances, loans, extensions of credit and/or other financial accommodations obtained and/or to be obtained by Borrower or Debtor from the Secured Party, as well as from the successors and assigns of the Secured Party, from time to time, one or more times, now or in the future, and any and all promissory notes and other instruments or agreements evidencing such present and future loans, loan advances, extensions of credit and/or other financial accommodations, as well as any and all other obligations and liabilities that either Borrower or Debtor may now and/or in the future owe to or incur in favor of the Secured Party; and

C. Any advances or expenditures made by the Secured Party or expenses incurred by the Secured Party in protection or in furtherance of its rights under this Agreement, including but not limited to the expenditures, expenses and rights referred to in Section 8G., Section 10C. and Section 11 of this Agreement.

SECTION 3. DESCRIPTION OF COLLATERAL. Guarantor MEDLINK SYSTEMS L.L.C., grants as I security the following:

Collateral: Assignment of first UCC security interest in intellectual property of the MEDLINK SYSTEMS, L.L.C. together with any accessions, additions and attachments to the foregoing and the proceeds and products thereof, where ever located, including insurance proceeds payable because of loss or damage, or other property, benefits or rights arising therefrom, and in and to all returned or repossessed goods arising from or relating to any of the property described herein or other proceeds of any sale or other disposition of such property, more particularly described as follows:

INTELLECTUAL PROPERTY DESCRIPTION

TRADEMARK
WORDMARK: MEDGICIAN
Serial NO. 78082666

Pledge of a secured interest by MedLink Systems, LLC of Intellectual Property owned by that company, listed hereinabove.

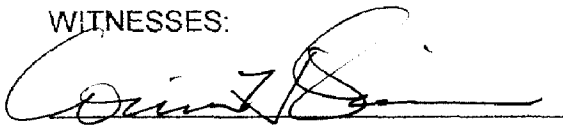
SECTION 4. OTHER AGREEMENTS: The loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

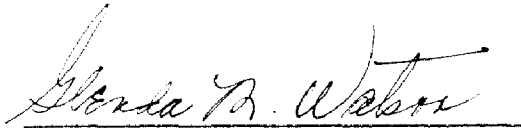
SIGNATURES: IN WITNESS WHEREOF, this Agreement is executed by the Debtor and any signatory hereto and Borrower at Metairie, Louisiana on April 5, 2003, in the presence of the undersigned Notary and two competent witnesses after due reading of the whole.

WITNESSES:




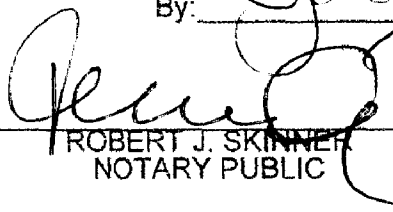
MEDLINK SYSTEMS, L.L.C.,

By: Jacqueline Hodges



BIZCAPITAL BUSINESS AND INDUSTRIAL DEVELOPMENT CORPORATION, INC..

By: 


ROBERT J. SKINNER
NOTARY PUBLIC

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SECURITY AGREEMENT
MEDLINK SYSTEMS, L.L.C.**

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MEDLINK SYSTEMS, L.L.C., ("Guarantor"), a Louisiana Limited Liability Company, domiciled, and having its registered address at 2270 Seventh Street, Suite 7-8, Mandeville, St. Tammany Parish, Louisiana, 70471, represented herein by, its duly authorized Managing Member;

under the following terms and conditions:

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B. Any and all present and future advances, loans, extensions of credit and/or other financial accommodations obtained and/or to be obtained by Borrower or Debtor from the Secured Party, as well as from the successors and assigns of the Secured Party, from time to time, one or more times, now or in the future, and any and all promissory notes and other instruments or agreements evidencing such present and future loans, loan advances, extensions of credit and/or other financial accommodations, as well as any and all other obligations and liabilities that either Borrower or Debtor may now and/or in the future owe to or incur in favor of the Secured Party; and

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INTELLECTUAL PROPERTY DESCRIPTION

TRADEMARK
WORDMARK: MEDGICIAN
Serial NO. 78082666

Pledge of a secured interest by MedLink Systems, LLC of Intellectual Property owned by that company, listed hereinabove.

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- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

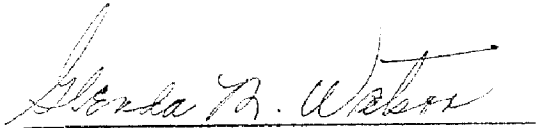
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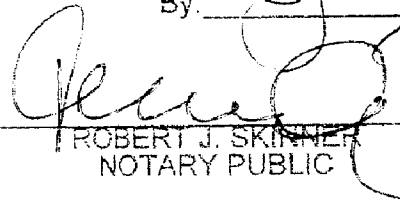
MEDLINK SYSTEMS, L.L.C.,

By: Jaqueline Hodges



BIZCAPITAL BUSINESS AND INDUSTRIAL DEVELOPMENT CORPORATION, INC..

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