

07-30-2003



7-25-03

102511703

To the Honorable Commissioner of Patents and Trademarks

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Practice Builder Organization, Inc.

- ☐ Individual ☐ 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: July 10, 2003

2. Name and address of receiving party(ies):

General Electric Capital Corporation

Address: 2425 Lakeview Parkway, Suite 700
Alpharetta, Georgia 30004

- ☐ 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

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4(a). Trademark Application No.(s):

4(b). Trademark Registration No.(s): See Attached Schedule

Additional numbers attached? ☒ Yes ☐ No

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

Name Robert H. G. Lockwood

Address: SMITH, GAMBRELL & RUSSELL, LLP
Suite 3100, Promenade II
230 Peachtree Rd.
Atlanta, Georgia 30309

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) enclosed: **\$315.00**

07/29/2003 DBYRNE 00000126 2467243

01 FC:8521
02 FC:8522

40.00 OP
275.00 OP

DO NOT USE THIS SPACE

8. 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

I certify that this correspondence is being deposited with the United States Postal Service in an envelope addressed to: Mail Stop: ASSIGNMENT RECORDATION SERVICES, Director of Patents and Trademarks, P.O. Box 1450, Alexandria, VA 22313-1450 on July 25, 2003.

Robert H. G. Lockwood
Name of Person Signing

Signature

July 25, 2003
Date

Attorney Docket No: 044249.001

Total number of pages including cover sheet: 6

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	U.S. Trademark Registration No.	U.S. Registration Date	U.S. Serial No.	U.S. Filing Date
Practice Builders	2,467,243	7/10/01	75/838,876	11/2/00
The Practice Builder	1,739,819	12/15/92	74-267,594	4/20/92
The Practice Builder	1,740,153	12/15/92	74-267,595	4/20/92
The Practice Builder	1,740,308	12/15/92	74-267,561	4/20/92
What's Working in Accounting Practice Building	2,358,889	6/13/00	75-708,250	5/17/99
What's Working in Chiropractic Practice Building	2,360,936	6/20/00	75-708,387	5/17/99
What's Working in Dental Practice Building	2,358,890	6/13/00	75-708,857	5/17/99
What's Working in Eyecare Practice Building	2,365,481	7/4/00	75-708,858	5/17/99
What's Working in Hearing Care Practice Building	2,367,270	7/11/00	75-708,825	5/17/99
What's Working in Medical Practice Building	2,358,891	6/13/00	75-708,872	5/17/99
What's Working in Psycho Therapy Practice Building	2,369,587	7/18/00	75/708,873	5/17/99
What's Working in Veterinary Practice Building	2,363,431	6/27/00	75-708,850	5/17/99

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 10, 2003, by PRACTICE BUILDER ORGANIZATION, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantor, the Persons named therein as Credit Parties, Agent, Documentation Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

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ESTABLISHED 1893

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July 25, 2003

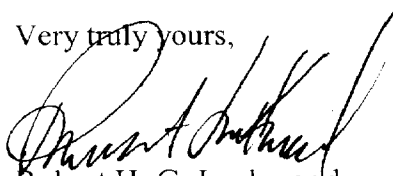
Box Mail Stop Assignment
Recordation Services
Director of the U.S. Patent and
Trademark Office
P. O. Box 1450
Alexandria, VA 22313-1450

Re: Assignment (by Security Agreement) for 12 Trademarks
Assignor: Practice Builder Organization, Inc.
Assignee: General Electric Capital Corporation

Dear Director:

Enclosed are the completed Form Recordation Cover Sheet for Trademarks, the Trademark Security Agreement document, and a check in the amount of \$315.00 for the recording fee. Please return the original recorded document to the undersigned. Also enclosed is our return postcard which we would appreciate your mail room stamping as to the date received and returning the same to us.

Very truly yours,



Robert H. G. Lockwood

RHGL/sjr

Enclosures

cc: Greta T. Griffith, Esq.
Ms. Lorna Virts

RECORDED: 07/25/2003

TRADEMARK
REEL: 002789 FRAME: 0060