

10-17-2003

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Form PTO-1594

RE

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)



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

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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):

ONE CALL MEDICAL INC

10-3-03

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☒ Other NEW JERSEY CORPORATIONAdditional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: 8-25-03

2. Name and address of receiving party(ies)

Name: HEALTHCARE BUSINESS CREDIT CORPORATION

Internal

Address: SUITE 300

Street Address: 305 FELLOWSHIP ROAD

City: MT. LAUREL State: NJ Zip: 08054

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State NEW JERSEY☐ OtherIf 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)

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: TONYA CHAPPLE

Internal Address: C/O CSC

Street Address: 80 STATE STREET

City: ALBANY

State: NY

Zip: 12207

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41).....\$ 140.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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.

TONYA CHAPPLE

Name of Person Signing

Tonya Chapple

Signature

10/1/03

Date

Total number of pages including cover sheet, attachments, and document: ☐Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002845 FRAME: 0550

10/16/2003 DRYER 00000144 PTR425A

01 FC:0531

02 FC:0532

40.00 OP

100.00 OP

SCHEDULE A

TRADEMARK	TRADEMARK NUMBER	ISSUED	OWNER
OCM One Call Medical Inc. & Design	2,184,258	8/25/1998	One Call Medical, Inc.
OCM Your Partner in Managed Care (Stylized)	2,077,022	7/8/1997	One Call Medical, Inc.
One Call Medical	2,073,376	6/24/1997	One Call Medical, Inc.
The Connection to Quality	2,504,449	11/6/2001	One Call Medical, Inc.
Your Partner in Managed Care	2,071,411	6/17/1997	One Call Medical, Inc.

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT
(Trademarks)**

This Patents, Trademarks, Copyrights and Licenses Security Agreement ("Agreement") is made as of the 25th day of August, 2003, by One Call Medical, Inc., a New Jersey corporation ("Pledgor"), with its mailing address located at 20 Waterview Boulevard, Parsippany, New Jersey 07054-0614, and delivered to Healthcare Business Credit Corporation, as Agent ("Agent"), having a mailing address at 305 Fellowship Road, Suite 300, Mount Laurel, NJ 08054.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Second Amended and Restated Loan and Security Agreement of even date herewith by and among Pledgor, Agent and Healthcare Business Credit Corporation and Madison Capital Funding LLC as lenders (collectively "Lenders") (as may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Pledgor has adopted, used and is using (or has filed applications for the registration of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, service trademark applications, and service trade names (collectively, "Trademarks"); copyrights, and copyright applications and licenses (collectively, the "Copyrights"), all as listed on Schedule A attached hereto and made part hereof (all such Patents, Marks, Copyrights along with associated goodwill relating thereto, hereinafter referred to as the "Assets").

C. Pursuant to this Agreement, Agent is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of Pledgor's Obligations under the Loan Documents (as defined below), and desires to have its security interest in such Assets confirmed by a document in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Pledgor grants a lien and security interest to Agent (for the benefit of Lenders) in all of its present and future right, title and interest in and to the Assets, including without limitation, the goodwill of Pledgor associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, all royalties, licensing fees and the like along with all proceeds of infringement suits.

2. Pledgor hereby covenants and agrees to maintain the Assets in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Documents are terminated.

3. Pledgor represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Pledgor not to sue third persons;

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Pledgor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the Assets, and all applications for any of the foregoing, now owned by Pledgor. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Pledgor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, or copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, 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 this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. Pledgor shall give Agent prompt written notice thereof along with an amended Schedule A.

4. Pledgor further covenants that until all of the Obligations have been indefeasibly paid and satisfied in full and the Loan Documents are terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Pledgor's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as no Event of Default or Unmatured Event of Default has occurred under the Loan Agreement, Pledgor shall continue to have the exclusive right to use the Assets and Agent shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Agent other than with respect to those certain license agreements more fully described on Schedule B hereto.

7. If and while an Event of Default and Unmatured Event of Default exists under the Loan Agreement, Pledgor hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New Jersey, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Pledgor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon the full and unconditional satisfaction of all of the Obligations, Agent shall execute and deliver to Pledgor all documents reasonably necessary to terminate Agent's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Documents, Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement

or thereafter, until all of the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement is terminated, to preserve and maintain all rights in the Assets, and upon request of Agent, Pledgor shall make federal application on registerable but unregistered patents, trademarks, copyrights or licenses belonging to Pledgor. Any expenses incurred in connection with such applications shall be borne by Pledgor. Pledgor shall not abandon any Patent, Trademark or Copyright without the prior written consent of Agent.

13. Pledgor shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. During the existence of an Event of Default or Unmatured Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Agent's name, but at Pledgor's and Borrowers' expense, and Pledgor hereby agrees to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

15. No course of dealing between Pledgor and Agent nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Pledgor and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of New Jersey without regard to its otherwise applicable principles of conflicts of laws.

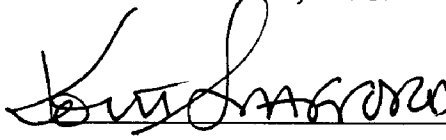
19. Pledgor and Agent each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement the day and year first above written.

ONE CALL MEDICAL, INC.

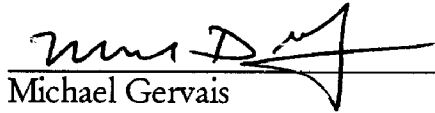
By:



Approved and Accepted:

HEALTHCARE BUSINESS CREDIT CORPORATION, AS AGENT

By:



Michael Gervais
Vice President

CORPORATE ACKNOWLEDGMENT

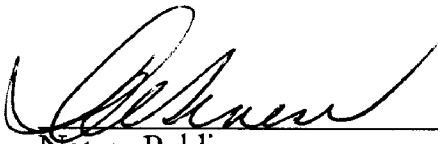
UNITED STATES OF AMERICA :

~~Commonwealth~~ Pennsylvania :

SS

COUNTY OF Philadelphia :

On this 25 of August, 2003, before me personally appeared Kent Spafford and President to me known and being duly sworn, deposes and says that s/he is the President of One Call Medical, Inc., the Pledgor described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.


Notary Public


My Commission Expires:

KATHLEEN A. SENESE
COMMONWEALTH OF PENNSYLVANIA
COMMISSIONER OF DEEDS
COMMISSION EXPIRES JULY 7, 2004

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
~~Commonwealth~~ Pennsylvania : SS
STATE OF :
COUNTY OF Philadelphia :

On this 25 of August, 2003, before me personally appeared Michael Gervais to me known and being duly sworn, deposes and says that he is Vice President of Healthcare Business Credit Corporation, the Agent described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.



Notary Public

My Commission Expires:

KATHLEEN A. SENESE
COMMONWEALTH OF PENNSYLVANIA
COMMISSIONER OF DEEDS
COMMISSION EXPIRES JULY 7, 2004

EXHIBIT 1

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES ASSIGNMENT

WHEREAS, One Call Medical, Inc. ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, trade names, service trademark applications, and service trade names, copyrights, and copyright applications and licenses listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patent, Trademarks, Copyrights and Licenses Security Agreement of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patent, Trademarks, Copyrights and Licenses Assignment to be executed as of the ____ day of _____ .

ONE CALL MEDICAL, INC.

By: _____
Attorney-in-fact

Witness:

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this _____ day of _____ 2003, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of One Call Medical, Inc., and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

ONE CALL MEDICAL, INC., a New Jersey corporation ("Grantor"), hereby authorizes HEALTHCARE BUSINESS CREDIT CORPORATION, as Agent, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patent, Trademarks, Copyrights and Licenses Security Agreements between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Second Amended and Restated Loan and Security Agreement bearing even date herewith among Grantor and Grantee, as Agent and the Lenders named therein as such document may be hereinafter supplemented, restated, superseded, amended or replaced.

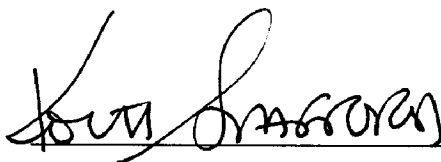
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 25 day of August, 2003.

ONE CALL MEDICAL, INC.


By:



CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
~~Commonwealth~~ Pennsylvania : S.S.
STATE OF
COUNTY OF Philadelphia :

On this 25 of August, 2003, before me personally appeared Raul Spiffa, to me known and being duly sworn, deposes and says that s/he is President of One Call Medical, Inc., the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney thereto as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.



Notary Public

My Commission Expires:

KATHLEEN A. SENESE
COMMONWEALTH OF PENNSYLVANIA
COMMISSIONER OF DEEDS
COMMISSION EXPIRES JULY 7, 2004