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102579282

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying Party(ies):
Systems Xcellence USA, Inc. **10-15-03**

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State TX
 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: December 27, 2002

2. Name and address of receiving Party(ies)

Name: MCG Capital Corporation
Internal Address: Suite 3000
Street Address: 1100 Wilson Boulevard
City: Arlington State: VA ZIP: 22209

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State DE
 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) **7.**
76/081764 (RXMAX)
75/803864 (RXEXCHANGE)

Additional numbers attached? Yes No

B. Trademark Registration No's

2,658,054 (RXTRACK)
1,731,517 (RXCLAIM)
1,813,491 (RXCLAIM)
1,852,935 (RXSERVER)
1,392,192 (RX EXPRESS)

OFR/FINANCE
OCT 15 AM 7:44

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

Name: MCG Capital Corporation
Internal Address: Legal Affairs Division
10/20/2003 DBYRNE 00000071 76081764
01 FC:8521 40.00 OP
02 FC:8522 150.00 OP

Street Address:
1100 Wilson Boulevard, Suite 3000

City: Arlington State: VA ZIP: 22209

6. Total Number of applications and registrations involved:..... 7

7. Total fee (37 CFR 3.41):.....\$ 190.00

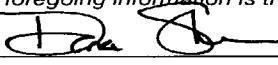
Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number: _____

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

DO NOT USE THIS SPACE

9. State 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.



Name of Person Signing Signature Date

Dana E. Stern October 15, 2003

Total number of pages including this cover sheet and any attachments: 27

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "**IP Security Agreement**") is made and effective as of December 27, 2002, by **SYSTEMS XCELLENCE USA, INC.** (including any successor or permitted assignee thereof, "**Grantor**"), in favor of **MCG CAPITAL CORPORATION** (including any successor, participant, assignee or transferee thereof, "**Administrative Agent**"), as administrative agent for itself and the Lenders. Capitalized terms used herein and not otherwise defined shall have the meaning given them in the Credit Agreement referred to below unless the context clearly requires otherwise.

RECITALS

WHEREAS, Grantor and each direct and indirect Subsidiary of Grantor (each, a "**Borrower**"; collectively, the "**Borrowers**") desire and have applied to Administrative Agent and the Lenders for a credit facility to the Borrower, consisting of a \$1,000,000 line of credit (the "**Line of Credit Facility**") and a \$7,600,000 term loan (the "**Term Loan Facility**") (the Term Loan Facility and the Line of Credit Facility are hereinafter collectively referred to as the "**Loan**"); and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, **SYSTEMS XCELLENCE, INC.** (the "**Guarantor**"), Lenders and Administrative Agent dated as of December 27, 2002 (as may be amended from time to time, "**Credit Agreement**"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers and Guarantor shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of December 27, 2002 (as may be amended from time to time, "**Security Agreement**") encumbering all of Borrowers' and Guarantor's tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Administrative Agent.

4. Power of Attorney. Subject to the termination of this IP Security Agreement pursuant to Section 5, Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion, to take any action and

to execute any instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law. The foregoing power of attorney is coupled with an interest and is irrevocable until the termination of this IP Security Agreement pursuant to Section 5 hereof.

5. Release. This IP Security Agreement and the security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Administrative Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

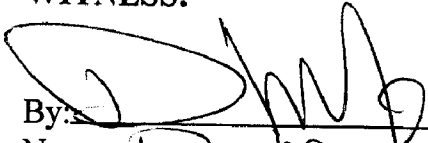
6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared

on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

[Remainder of page intentionally blank, Signatures on following page.]

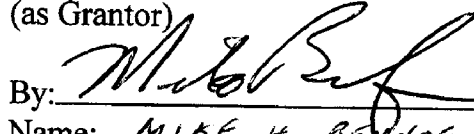
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

By: 
Name: Dino Mazzorati

[CORPORATE SEAL]


SYSTEMS XCELLENCE USA, INC.
(as Grantor)

By: 
Name: MIKE H. BENNET
Title: SR. V. PRESIDENT

Address: 12877 BAY DRIVE
LUSBY, MARYLAND
USA 20657

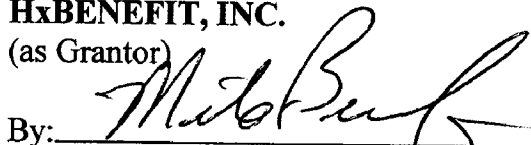
Telephone: (410) 394-1481
Facsimile: (410) 394-1744

WITNESS:

By: 
Name: Dino Mazzorati

[CORPORATE SEAL]

HxBENEFIT, INC.
(as Grantor)

By: 
Name: MIKE H. BENNET
Title: SR. V. PRESIDENT

Address: 12877 BAY DRIVE
LUSBY, MARYLAND
USA 20657

Telephone: (410) 394-1481
Facsimile: (410) 394-1744

WITNESS:

By: *Shani B. Heartley*
Name: Shani B. Heartley

MCG CAPITAL CORPORATION
(as Administrative Agent)

By: *Peter Malekian*
Name: Peter Malekian
Title: Managing Director

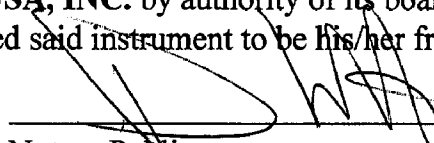
Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209

Telephone: (703) 274-7500
Facsimile: (703) 245-7505

ACKNOWLEDGMENT

STATE OF Ontario :
Province : SS
COUNTY OF Huron :

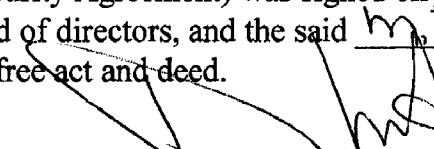
Before me, the undersigned, a Notary Public, on this 14th day of Jan, 2003,
personally appeared Mike Bennet, to me known personally, who, being by me
duly sworn, did say that he/she is the DIRECTOR of **SYSTEMS XCELLENCE USA,**
INC., and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on
behalf of said **SYSTEMS XCELLENCE USA, INC.** by authority of its board of directors, and
the said Mike Bennet acknowledged said instrument to be his/her free act and deed.



Notary Public
Print Name: Dir Mazzotta
My Commission Expires: N/A

Province
STATE OF Ontario :
COUNTY OF H-H- :
: SS
:

Before me, the undersigned, a Notary Public, on this 14th day of Jan, 2003,
personally appeared Mike Bennet, to me known personally, who, being by me
duly sworn, did say that he/she is the DIRECTOR of **HxBENEFIT, INC.**, and that said
instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said
HxBENEFIT, INC. by authority of its board of directors, and the said Mike Bennet
acknowledged said instrument to be his/her free act and deed.




Notary Public
Print Name: Dir Mazzotta
My Commission Expires: N/A

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA :
 : SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 27th day of December, 2002, personally appeared Peter Malekian, to me known personally, who, being by me duly sworn, did say that he is a Managing Director of **MCG CAPITAL CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **MCG CAPITAL CORPORATION** by authority of its Board of Directors, and the said Managing Director acknowledged said instrument to be his free act and deed.


Notary Public
Print Name: Emma J. Burch
My Commission Expires: May 31st 2006

COPYRIGHT COLLATERAL

I. Registered Copyrights		
Copyright Title	Registration Number	Registration Date

II. Pending Copyright Applications			
Copyright Title	Filing Date	Date of Creation	Date of Publication

III. Material Unregistered Copyrights

Copyright Title	Date of Creation	Date of Publication	Original Author/Owner

IV. Copyright Licenses

Copyright	Licensor	Licensee	Effective Date	Expiration Date	Subject Matter

Schedule B

PATENT COLLATERAL

<u>I. Patents</u>			
Patent	Issue		
Number	Country	Date	Title

<u>II. Pending Patent Applications</u>					
Patent	Atty. Docket	Serial Filing			
Title	Number	Country	Number	Date	Status

<u>III. Patent Licenses</u>					
				Effective	Expiration
Patent No.	Country	Licensor	Licensee	Date	Date

TRADEMARK COLLATERAL

I. Registered Trademarks			
Trademark Description	Country	Serial Number	Registration Number
RXTRACK	USA	76176986	2658054
RXMAX	USA	76081764	n/a
RXEXCHANGE	USA	75803864	n/a
RXCLAIM	USA	74177915	1731517
RXCLAIM	USA	74335180	1813491
RXSERVER	USA	74308616	1852935
RX EXPRESS	USA	73531173	1392192

II. Pending Trademark Applications					
Trademark Description	Atty. Docket Number	Country	Serial Number	Filing Date	Status

III. Trademark Licenses						
Registration Number	Mark	Country	Licensor	Licensee	Effective Date	Expiration Date

III. Material Unregistered Copyrights

Copyright Title	Date of Creation	Date of Publication	Original Author/Owner

IV. Copyright Licenses

Copyright	Licensor	Licensee	Effective Date	Expiration Date	Subject Matter

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IP Security Agreement