

MRO 6-10-2004

06-21-2004



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Form PTO-1514 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

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

1. Name of conveying party(ies): iKnowMed, Inc., a Delaware corporation iKnowMed, a California corporation

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other MORTGAGE AND SECURITY INTEREST ASSIGNMENT

Execution Date: 06/10/2004

2. Name and address of receiving party(ies) Name: US Oncology, Inc. Internal Address: Suite 1300 Street Address: 16825 Northchase Drive City: Houston State: TX Zip: 77060

- 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 (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) 75/924,042

B. Trademark Registration No.(s) 2,394,513 2,212,846; 2,742,528

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Andrews Kurth LLP, attn: Steve Lauff

Internal Address: Suite 4200

Street Address: 600 Travis

City: Houston State: TX Zip: 77002

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00 Paid.

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 500897 (matter no. 154502)

DO NOT USE THIS SPACE

9. Signature. Steve Lauff Name of Person Signing

Signature

06/10/204 Date DR

Total number of pages including cover sheet, attachments, and document: 5

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

MORTGAGE AND SECURITY INTEREST ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, effective as of May 26, 2004, iKnowMed, Inc., a Delaware corporation with a principal office at 1608 Fourth Street, Berkeley, California 94710, and its wholly-owned subsidiary, iKnowMed, a California corporation (collectively referred to as "Assignor"), assign and grant to US Oncology, Inc., a Delaware corporation with a principal office at 16825 Northchase Drive, Suite 1300, Houston, Texas 77060 (the "Assignee"), a mortgage on and security interest in all of the Assignor's right, title and interest in and to the trademarks and associated registrations set forth on Exhibit A hereto and the trademark and associated application set forth on Exhibit B hereto (such trademarks and the associated registrations and applications collectively referred to as the "Marks"), together with the goodwill of the business connected with the use of and symbolized by the Marks and all income and proceeds thereof (including, by way of illustration and not limitation, license royalties and proceeds of infringement suits for past, present, and future infringements), the right to sue for past, present and future infringements, all rights corresponding or relating to any of the foregoing throughout the world and all renewals and extensions thereof.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all obligations of the Assignor under the Promissory Note payable to Assignee made by Assignor on May 26, 2004 (the "Promissory Note"). Upon such satisfaction of all such obligations under the Promissory Note, Assignee shall execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the mortgage on and security interest in the Marks and reassigning the right, title, and interest in the Marks acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the lien and security interest granted to the Assignee pursuant to the Promissory Note. The rights and remedies of the Assignee with respect to the mortgage and security interest granted herein are without prejudice to, and are in addition to, those set forth in or arising under the Promissory Note, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Promissory Note, the provisions of the Promissory Note shall govern.

HQID:73193431

PAGE 11/18 * RCVD AT 6/18/2004 5:32:00 PM [Eastern Daylight Time] * SVR:USPTO-EFXRF-2/0 * DNIS:7463140 * CSID: * DURATION (mm-ss):04-40

TRADEMARK
REEL: 002874 FRAME: 0415

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 10th day of June, 2004, as Assignor.

iKnowMed, Inc., a Delaware corporation, Assignor

By: Donald W. Simbury
Name: Donald W. Simbury
Title: CEO

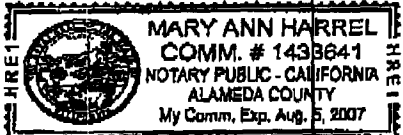
iKnowMed, a California corporation, Assignor

By: Donald W. Simbury
Name: Donald W. Simbury
Title: CEO

STATE OF CALIFORNIA §
COUNTY OF Alameda §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared Donald W. Simbury known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of iKnowMed, Inc.

GIVEN UNDER MY HAND and seal of office this 10th day of June, 2004.

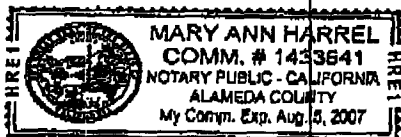


Mary Ann Harrel
Notary Public in and for the State of California
My Commission Expires: 8-5-07

STATE OF CALIFORNIA §
COUNTY OF Alameda §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared Donald W. Simbury known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of iKnowMed.

GIVEN UNDER MY HAND and seal of office this 10th day of June, 2004.



Mary Ann Harrel
Notary Public in and for the State of California
My Commission Expires: 8-5-07

MORTGAGE AND SECURITY INTEREST ASSIGNMENT

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the ___ day of June, 2004, as Assignee.

US Oncology, Inc., a Delaware corporation, Assignee

By: PHW
Name: Phillip Watts
Title: VP

STATE OF TEXAS §
COUNTY OF HARRIS §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of US Oncology, Inc.

GIVEN UNDER MY HAND and seal of office this 10 day of June, 2004.



Michelle B. Rodriguez
Notary Public in and for the State of Texas
My Commission Expires:

MORTGAGE AND SECURITY INTEREST ASSIGNMENT

EXHIBIT A

U.S. Trademark Registrations

<u>Ser. No.</u>	<u>Reg. No.</u>	<u>Mark</u>
75/184,109	2,394,513	KNOWMED
75/379,426	2,212,846	KNOWCHART
75/853,903	2,742,528	IKNOWCHART

EXHIBIT B

U.S. Trademark Applications

<u>Ser. No.</u>	<u>Mark</u>
75/924,042	IKNOWMED

MORTGAGE AND SECURITY INTEREST ASSIGNMENT

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