

MKD 6-10-2004

06-21-2004

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



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

102722787

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

1. Name of conveying party(ies):

International Network Capital Global Fund

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

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

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 assignor 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 SUBORDINATION AGREEMENT

Execution Date: 05/28/2004

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 pd.

- 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 (handwritten)

06/10/2004

Date

13

DR

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. 20231

**ATTACHMENT TO FORM PTO 1594**

**Relating to  
Reg. Nos. 2,394,513; 2,212,846; 2,742,528; 2,596,215; and 2,426,941;  
and App. Ser. No. 75/924,042**

**Section 1, Additional Names of Conveying Parties:**

International Network Capital Global Investment Limited

Beijing Technology Development Fund (Cayman) LDC

W.I. Harper

Tyco International Finance Alpha GmbH

Essex Woodlands Health Ventures Fund IV, L.P.

Unger-Luchsinger Family Trust U/D/T Dated 12/19/90

Mayfield VIII L.P.

Mayfield Associates Fund III, L.P.

iKnowTrust II

Johnson & Johnson Development Corp.

## SUBORDINATION AGREEMENT

This Subordination Agreement, dated May 24, 2004 for reference purposes only, is executed by and among IKNOWMED, Inc., a Delaware corporation and IKNOWMED, a California corporation (collectively "Debtor"), US Oncology, Inc. ("Lender"), and International Network Capital Global Fund, International Network Capital Global Investment Limited, Beijing Technology Development Fund (Cayman) LDC and W.I. Harper (collectively "I.H. Harper"); Tyco International Finance Alpha GmbH ("Tyco"); Essex Woodlands Health Ventures Fund IV, L.P. ("Essex"); Unger-Luchsinger Family Trust U/D/T Dated 12/19/90, Mayfield VIII L.P., Mayfield Associates Fund III, L.P., iKnowTrust II (collectively "Mayfield"); and Johnson & Johnson Development Corp ("J&J") (Harper, Tyco, Essex, Mayfield and J&J are collectively referred to as "Creditor"), with reference to the facts and circumstances described in the promissory note and other documents which may be executed by and between Debtor and Lender by which Lender may acquire certain assets of Debtor ("Purchase Documents"). All terms with an initial capital letter which are used but not defined in this Agreement shall have the respective meanings given to such terms in the Purchase Documents.

In order to induce Lender to extend or continue to extend financing under the Purchase Documents (but without obligation on Lender's part to do so), the Creditor agrees as follows:

1. **Subordination of Debt.** Each Creditor hereby subordinates payment by the Debtor of any and all indebtedness, liabilities, and other obligations of the Debtor to such Creditor (jointly or individually), now existing or hereafter arising under, or in connection with, any existing or future promissory note, document, agreement, instrument, loan, advance, membership distribution, ownership interest or otherwise (collectively, the "Subordinated Debt"), to the payment to Lender, in full in cash, of all indebtedness, liabilities, guarantees and other obligations of the Debtor to Lender, now existing or hereafter arising, under any or all of the Purchase Documents, including without limitation any interest accruing and funds advanced after the commencement of any bankruptcy, arrangement, or reorganization proceeding with respect to Debtor (whether or not such interest or funds are recoverable from the Debtor or allowable or provable in any such proceeding) (collectively, the "Lender Debt"). Each Creditor also hereby subordinates any lien it might now or hereafter have on any asset of Debtor to secure any part of the Subordinated Debt ("Subordinated Lien") to any lien now or hereafter held by Lender to secure any part of the Lender Debt ("Lender Lien").

Until all of the Lender Debt has been paid, satisfied and performed in full, in cash, Creditor agrees not to take or receive all or any part of the Subordinated Debt nor any security therefor at any time.

Creditor further agrees that upon any distribution of the assets or readjustment of the indebtedness of the Debtor whether by reason of liquidation, composition, bankruptcy, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding involving the readjustment of all or any of the Subordinated Debt, or the application of the assets of the Debtor to the payment or liquidation thereof (whether or not a default has occurred under the Purchase Documents), Lender shall be entitled to receive payment in full in cash of all of the Lender Debt prior to the payment of all or any part of the Subordinated Debt, and in order to enable Lender to enforce its rights hereunder in any such action or proceeding, Lender is hereby irrevocably authorized and empowered in its sole discretion (but without any obligation on its part) to make and present for and on behalf of Creditor such proofs of claim against the Debtor on account of the Subordinated Debt as Lender may deem expedient or proper and to vote such proofs of claim in any such proceeding and to receive and collect any and all dividends or other payments or disbursements made thereon in whatever form the same may be paid or issued and to apply same on account of the Lender Debt. Creditor further agrees to execute and deliver to Lender such assignments or other instruments as may be required by Lender in order to enable Lender to enforce any and all such claims and to collect any and all dividends or other payments or

disbursements which may be made at any time on account of all and any of the Subordinated Debt. Creditor shall endorse all notes and other written evidence of the Subordinated Debt with a statement that they are subordinated to the Lender Debt pursuant to the terms of this agreement, in such form as Lender shall require, and Creditor will exhibit the originals of such notes and other written evidence of the Subordinated Debt to Lender so that Lender can confirm that such endorsement has been made, but this Subordination Agreement shall be fully effective, even if no such endorsement is made. Any amounts received by Creditor contrary to the provisions of this Section shall be held in trust by Creditor for the benefit of Lender and shall forthwith be paid over to Lender to be applied to the Lender debt in such order as Lender in its sole discretion shall determine, without limiting any other right of Lender hereunder or otherwise and without otherwise affecting the liability of Creditor.

2. **Modifications to Lender Debt: Waivers.** Until Lender has received payment in full of all Lender Debt, the Creditor agrees that, in addition to any other rights that Lender may have at law or in equity, Lender may at any time, and from time to time, without the Creditor's consent and without notice to the Creditor, renew, extend or increase any of the Lender Debt or that of any other person at any time directly or indirectly liable for the payment of any Lender Debt, accept partial payments of the Lender Debt, settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate any of the Lender Debt, make loans or advances to the Debtor secured in whole or in part by collateral or unsecured or refrain from making any loans or advances to the Debtor, change, waive, alter or vary the interest charge on, or any other terms or provisions of the Lender Debt or any present or future instrument, document or agreement between Lender and the Debtor, release, exchange, fail to perfect, delay the perfection of, fail to resort to, or realize upon any collateral, and take any other action or omit to take any other action with respect to the Lender Debt or any collateral as Lender deems necessary or advisable in Lender's sole discretion. The Creditor waives any right to require Lender to marshal any assets in favor of the Creditor or against or in payment of any or all of the Lender Debt. Creditor further waives any defense arising by reason of any claim or defense based upon an election of remedies by Lender which in any manner impairs, affects, reduces, releases, destroys and/or extinguishes the Creditor's subrogation rights, rights to proceed against the Debtor for reimbursement, and/or any other rights of the Creditor.

3. **Enforcement of Subordinated Debt.** Until the Lender Debt has been paid and performed in full, Creditor shall not demand, sue for, enforce, or exercise any rights or remedies with respect to, the Subordinated Debt, judicially or non-judicially (including without limitation the commencement of any bankruptcy or insolvency proceeding against the Debtor), or foreclose on any Subordinated Lien, or attempt to do any of the foregoing. Nothing in this Agreement shall preclude Creditor from protecting, perfecting or preserving Creditor's claims, collateral and lien, including the filing of a proof of claim in any bankruptcy proceeding.

4. **No Commitment: Bankruptcy Financing.** It is understood and agreed that this Agreement shall in no way be construed as a commitment or agreement by Lender to finance or continue financing arrangements with the Debtor and that Lender may terminate such arrangements at any time, in accordance with Lender's agreements with the Debtor. In the event of any financing of the Debtor by Lender during a bankruptcy, arrangement, or reorganization of Debtor, the Creditor agrees that the term "Lender Debt" shall include without limitation all funding, advances, indebtedness, liabilities and obligations incurred by Debtor and financed by Lender in any such proceeding, and the Creditor agrees to take such actions and execute such documents in such proceedings as may be reasonably necessary in order to effectuate the foregoing.

5. **No Contest.** Creditor agrees not to contest the validity, perfection, allowance, priority or enforceability of the Lender Debt or Lender's security interest in any collateral securing all or part of the Lender Debt.

6. **Financial Condition of Debtor.** The Creditor is presently informed of the financial condition of the Debtor and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of non-payment of the Lender Debt and the Subordinated Debt. The Creditor covenants that it will continue to keep itself informed as to the Debtor's financial condition and all other

circumstances which bear upon the risk of non-payment of the Lender Debt and the Subordinated Debt. The Creditor waives any right to require Lender to disclose to it any information which Lender may now or hereafter acquire concerning the Debtor.

7. **Revivor.** If, after payment of the Lender Debt, the Debtor thereafter becomes liable to Lender on account of the Lender Debt, or any payment made on the Lender Debt shall for any reason be returned by Lender, this Agreement shall thereupon in all respects become effective with respect to such subsequent or reinstated Lender Debt, without the necessity of any further act or agreement between Lender and the Creditor.

8. **Representations and Warranties.** The Creditor represents and warrants that, to the best of Creditor's knowledge, the Subordinated Debt is valid and enforceable against Debtor; that all documents and instruments evidencing or securing the Subordinated Debt were duly authorized and executed and are enforceable against Debtor; and that the security interests or other liens securing the Subordinated Debt are perfected and enforceable. Lender is authorized to rely on these representations and warranties in its decision to extend credit to the Debtor.

9. **General.** The Creditor agrees, upon Lender's request, to execute all such documents and instruments and take all such actions as Lender shall deem necessary or advisable in order to carry out the purposes of this Agreement (but this Agreement shall remain fully effective notwithstanding any failure to execute any additional documents or instruments). Creditor represents and warrants that it has not heretofore transferred or assigned the Subordinated Debt or given any other subordination agreement in respect of any Subordinated Debt, except for the Subordination Agreement dated January 28, 2004 to CMSI Holdings Corp., and that it will not do so without prior written notice to Lender and without making such transfer, assignment or subordination expressly subject to this Agreement. This Agreement is solely for the benefit of Lender and Lender's successors and assigns, and neither the Debtor nor any other person shall have any right, benefit, priority or interest under, or because of the existence of, this Agreement. All of Lender's rights and remedies hereunder and under applicable law are cumulative and not exclusive. This Agreement sets forth in full the terms of agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by Lender and the Creditor. In the event of any litigation between the parties based upon or arising out of this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses (including without limitation attorneys fees) from the non-prevailing party. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. As a material part of the consideration to the parties for entering into this Agreement, each party (i) agrees that all actions and proceedings based upon, arising out of or relating in any way directly or indirectly to, this Agreement shall be litigated exclusively in courts located within Alameda County, California, (ii) consents to the jurisdiction of any such court and consents to the service of process in any such action or proceeding by personal delivery, first-class mail, or any other method permitted by law, and (iii) waives any and all rights to transfer or change the venue of any such action or proceeding to any court located outside Alameda County, California. This Agreement shall be binding upon the Creditor and its successors and assigns and shall inure to the benefit of Lender and Lender's successors and assigns.

10. **MUTUAL WAIVER OF JURY TRIAL.** CREDITOR AND LENDER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (A) THIS AGREEMENT; OR (B) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN CREDITOR AND LENDER; OR (C) ANY CONDUCT, ACTS OR OMISSIONS OF CREDITOR OR LENDER OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH CREDITOR OR LENDER; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

11. **Counterpart Signatures.** This Agreement may be executed, by one or more parties, in one or more counterparts, and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**CREDITOR:**

International Network Capital Global Fund  
International Network Capital Global Investment Limited  
Bag ng Technology Development Fund (Cayman) LDC  
W.I. Harper

By: W.I. Harper

Title: Managing Director

Types International Finance Alpha GmbH

By: \_\_\_\_\_

Title: \_\_\_\_\_

Essex Woodlands Health Ventures Fund IV, L.P.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Unger-Luchsinger Family Trust W/D/T Dated 12/19/90,  
William D. Unger & Teresa Luchsinger, Trustees.

By: \_\_\_\_\_

Mayfield VII L.P.

By: Mayfield VII Management, L.L.C.  
Its: General Partner

By: \_\_\_\_\_  
Its: Managing Member

Mayfield Associates Fund III, L.P.

By: Mayfield VII Management, L.L.C.  
Its: General Partner

By: \_\_\_\_\_  
Its: Managing Member

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TYCO ADT SHERWOOD

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10. Counterpart Signatures. This Agreement may be executed, by one or more parties, in one or more counterparts, and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**CREDITOR:**

International Network Capital Global Fund  
International Network Capital Global Investment Limited  
W.I. Harper

By: \_\_\_\_\_

Title: \_\_\_\_\_

Tyco International Finance Alpha GmbH

By: W. Kerner

Title: Managing Director

Essex Woodlands Health Ventures Fund IV, L.P.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mayfield VII, L.P.

By: Mayfield VII Management, L.L.C.  
Its: General Partner

By: \_\_\_\_\_  
Its: Managing Member

Mayfield Associates Fund III, L.P.

By: Mayfield VII Management, L.L.C.  
Its: General Partner

By: \_\_\_\_\_  
Its: Managing Member

IKnowTrust II

By: \_\_\_\_\_  
Its: Administrative Trustee

**CREDITOR:**

International Network Capital Global Fund  
International Network Capital Global Investment Limited  
Beijing Technology Development Fund (Cayman) LDC  
W.J. Farper

By: \_\_\_\_\_

Title: \_\_\_\_\_

Tyco International Finance Alpha GmbH

By: \_\_\_\_\_

Title: \_\_\_\_\_

Essex Woodlands Health Ventures Fund IV, L.P.

By: *Summit Shyam*

Title: *Managing Director*

Unger-Luchsinger Family Trust U/D/T Dated 12/19/90,  
William D. Unger & Teresa Luchsinger, Trustees.

By: \_\_\_\_\_

Mayfield VIII L.P.

By: Mayfield VIII Management, L.L.C.  
Its: General Partner

By: \_\_\_\_\_

Its: Managing Member

Mayfield Associates Fund III, L.P.

By: Mayfield VIII Management, L.L.C.  
Its: General Partner

By: \_\_\_\_\_

Its: Managing Member



**CREDITOR:**

International Network Capital Global Fund  
International Network Capital Global Investment Limited  
Beijing Technology Development Fund (Cayman) LDC  
W.L. Harper

By: \_\_\_\_\_

Title: \_\_\_\_\_

Tyco International Finance Alpha GmbH

By: \_\_\_\_\_

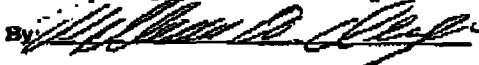
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Essex Woodlands Health Ventures Fund IV, L.P.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Unger-Luchsinger Family Trust W/D/T Dated 12/19/98,  
William D. Unger & Teresa Luchsinger, Trustees.

By: 

Mayfield VII L.P.

By: Mayfield VII Management, L.L.C.  
Its: General Partner

By: \_\_\_\_\_

Its: Managing Member

Mayfield Associates Fund III, L.P.

By: Mayfield VII Management, L.L.C.  
Its: General Partner

By: \_\_\_\_\_

Its: Managing Member

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**CREDITOR:**

International Network Capital Global Fund  
International Network Capital Global Investment Limited  
Beijing Technology Development Fund (Cayman) LDC  
W.I. Harper

By: \_\_\_\_\_

Title: \_\_\_\_\_

Tyco International Finance Alpha GmbH

By: \_\_\_\_\_

Title: \_\_\_\_\_

Essex Woodlands Health Ventures Fund IV, L.P.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Unger-Luchsinger Family Trust W/D/T Dated 12/19/90,  
William D. Unger & Teresa Luchsinger, Trustees.

By: \_\_\_\_\_

Mayfield VII L.P.

By: Mayfield VII Management, L.L.C.  
Its: General Partner

By: *[Signature]*  
Its: Managing Member

Mayfield Associates Fund III, L.P.

By: Mayfield VII Management, L.L.C.  
Its: General Partner

By: *[Signature]*  
Its: Managing Member

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iKnowMed

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NO. 208 P. 3

iKnowTrust #

By: 

Its: Administrative Trustee

Accepted:

LENDER:

US Oncology, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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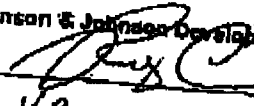
P.02/02

P.2

iKnowTrust II

By: \_\_\_\_\_  
Its: Administrative Trustee

Johnson & Johnson Development Corp.

By:  \_\_\_\_\_  
Title: VP JJO

Accepted:

LENDER:

US Oncology, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

12/19/04

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**IKnowTrust II**

By: \_\_\_\_\_  
Its: **Administrative Trustee**


**Johnson & Johnson Development Corp.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Accepted:**

**LENDER:**

**US Oncology, Inc.**

By:   
Title: VP

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