

FORM PTO-1594 (modified)
1-31-92

04-07-2004

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



4/5/04

To the Honorable Commissioner of Patents and

102715599

documents or copy thereof.

1. Name of conveying party(ies): iKnowMed, Inc.

- Individual
- General Partnership
- Corporation-State of California
- Other

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

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

Name: CMSI Holdings Corp.

Internal Address:

Street Address: 1145 Corporate Lake Drive

City St. Louis State: MO Zip: 63132

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 01/27/2004 & 02/02/2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/924,042

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

Additional numbers attached? Yes No

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

Name: Clyde L. Smith, Reg. No. 46,292

Internal Address: Thompson Coburn LLP
One US Bank Plaza

St. Louis, Missouri 63101

Street Address: One US Bank Plaza

City: St. Louis State: MO ZIP: 63101

6. Total number of applications and registrations involved: 4

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

- Enclosed
- Authorized to be charged to deposit account (if amount is insufficient)

8. Deposit account number: 20-0823

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

DO NOT USE THIS SPACE

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.

Clyde L. Smith
Name of person signing

Signature

March 31, 2004
Date

Total number of pages including cover sheet, attachments, and document: 13

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

Do not detach this portion

Mail documents to be recorded with required

04/06/2004 DBYRNE 00000012 2394513

01 FC:8521 40.00 DP
02 FC:8522 75.00 DP

PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 28th day of January, 2004, by IKNOWMED, a California corporation ("Debtor"), in favor of CMSI HOLDINGS CORP., a Delaware corporation ("Lender").

WITNESSETH:

WHEREAS, Debtor and iKnowMed, Inc. a Delaware corporation (collectively, the "Borrowers"), are now or hereafter may be indebted to Lender on account of loans or the other extensions of credit or financial accommodations from Lender to Borrowers; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by Debtor in favor of Lender (the "Security Agreement;" all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Security Agreement), pursuant to which Debtor has granted to Lender a security interest in and lien on all of Debtor's assets and personal property, including, among other things, all accounts, inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by Debtor and all proceeds thereof.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with Lender as follows:

1. **Grant of Security Interest.** For value received, Debtor hereby grants Lender a security interest in and lien on all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedule A, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedule B attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule C attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating

the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Debtor and any other Person, whether Debtor is licensor or licensee (all of the foregoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Debtor's business connected with and symbolized by the Trademarks;
and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the Debtor's present and future Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations and indemnity obligations) of Debtor under this Agreement, and (iii) any and all costs of collection, legal expenses and attorneys' fees and expenses incurred by Lender upon the occurrence of any default or event of default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral hereunder or in representing Lender in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to Lender, and covenants and agrees with Lender, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Debtor not to sue third persons;

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

(f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;

(g) Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks and/or Licenses during the term of this Agreement; and

(h) Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks and/or Licenses.

3. **Inspection Rights; Product Quality.** Debtor will permit inspection of Debtor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks and/or Licenses and inspection of the products and records relating thereto by Lender during normal business hours and at other reasonable times. Debtor will reimburse Lender upon demand for all costs and expenses incurred by Lender in connection with any such inspection conducted by Lender while any "Default" or "Event of Default" (as defined therein) shall have occurred and be continuing under or within the meaning of the Note or under the Security Agreement. A representative of Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide Lender, upon Lender's reasonable request from time to time, with a certificate of any officer of Debtor certifying Debtor's compliance with the forgoing.

4. **Further Assurances.** Debtor hereby agrees that, until all of the Secured Obligations shall have been paid in full, it will not, without the prior written consent of Lender, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement and Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Lender under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to Lender any and all further instruments and documents and take any and all further action that Lender may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable Lender to exercise its rights and remedies under this Agreement with respect to the same.

5. **Additional Patents, Trademarks and Licenses.** If Debtor (a) becomes aware of any existing Patents, Trademarks or Licenses of which Debtor has not previously informed Lender, (b) obtains rights to any new patentable inventions, Patents, Trademarks and/or Licenses or (c) becomes entitled to the benefit of any Patents, Trademarks and/or Licenses which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and Debtor shall give Lender prompt written notice thereof.

6. **Modification by Lender.** Debtor authorizes Lender to modify this Agreement by amending **Schedules A, B, and/or C,** to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.

7. **Use of Patents, Trademarks and Licenses.** So long as no "Default" or "Event of Default" (as defined therein) shall have occurred and be continuing under or within the meaning of the Note or under the Security Agreement, Debtor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold by Debtor, for Debtor's own benefit and account and for none other.

8. **Default.** If any "Default" or "Event of Default" (as defined therein) shall have occurred and be continuing under or within the meaning of the Note or under the Security Agreement, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Patents, Trademarks and/or Licenses may be located and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement,

sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith) and/or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order and manner as Lender may elect. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to Debtor at least five (5) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and/or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by Lender of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from Lender to Debtor. If an Event of Default shall occur and be continuing, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents, Trademarks and Licenses, and, if Lender shall commence any such suit, Debtor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Agreement. All of Lender's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as Debtor shall pay all of the Secured Obligations in full, this Agreement shall terminate and Lender shall execute and deliver to Debtor all instruments as may be necessary or proper to extinguish Lender's security interest therein, subject to any disposition thereof which may have been made by Lender pursuant to this Agreement.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by Lender 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, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Debtor on demand by Lender and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Ten Percent (10%) or the highest rate of interest allowed by law from the date incurred until reimbursed by Debtor.

11. Preservation of Patents, Trademarks and Licenses. Debtor shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (c) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor.

12. Lender Appointed Attorney-In-Fact. If any "Default" or "Event of Default" (as defined therein) shall have occurred and be continuing under or within the meaning of the Note or under the Security Agreement, Debtor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Lender to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer

title to or dispose of the Patents, Trademarks and Licenses to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. **No Waiver.** No course of dealing between Debtor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. **Amendments.** This Agreement is subject to amendment or modification only by a writing signed by Debtor and Lender, except as provided in Paragraph 6 above.

16. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement.

17. **Governing Law.** The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

Signature page follows.

IN WITNESS WHEREOF, Debtor and Lender have executed this Patent, Trademark and License Security Agreement as of the date first written above.

IKNOWMED, a California corporation ("Debtor")

By Donald W. Simborg
Name: Donald W. Simborg, M.D.
Title: Chief Executive Officer

CMSI HOLDINGS CORP. ("Lender")

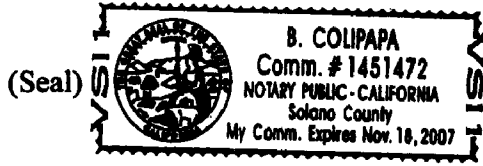
By _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California)
) SS.
County OF Hamede)

On this ²¹ day of January, 2004, before me personally appeared Donald W. Simborg
_____, to me personally known, who, being by me duly sworn, did say that s/he is the CEO
of iKnowMed, a California corporation, and that said instrument was signed on behalf of said corporation by
authority of its Board of Directors; and said CEO acknowledged said instrument
to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County
and State aforesaid, the day and year first above written.



[Signature]

Notary Public

My Commission Expires: _____.

STATE OF _____)
) SS.
_____ OF _____)

On this day of _____, 20____, before me personally appeared _____
_____, to me personally known, who, being by me duly sworn, did say that s/he is the _____
_____ of CMSI Holdings Corp., a Delaware corporation, and that said instrument was signed on behalf of said
corporation by authority of its Board of Directors; and said _____ acknowledged
said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the _____
and State aforesaid, the day and year first above written.

(Seal) _____
Notary Public

My Commission Expires: _____.

IN WITNESS WHEREOF, Debtor and Lender have executed this Patent, Trademark and License Security Agreement as of the date first written above.

KNOWMED, a California corporation ("Debtor")

By: _____

Name: Donald W. Simborg, M.D.

Title: Chief Executive Officer

CMSI HOLDINGS CORP. ("Lender")

By: *Douglas Sprague*
Name: DOUGLAS SPRAGUE
Title: CEO

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ OF _____)

On this day of _____, 20____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of iKnowMed, a California corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and year first above written.

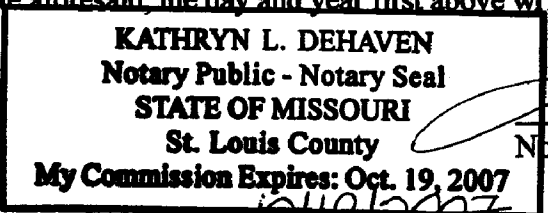
(Seal) _____
Notary Public

My Commission Expires: _____.

STATE OF Missouri)
) SS.
County OF St. Louis)

On this 2 day of February, 2004, before me personally appeared Douglas Sprague, to me personally known, who, being by me duly sworn, did say that s/he is the CEO of CMSI Holdings Corp., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Douglas Sprague acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)  _____
Notary Public
My Commission Expires: 10/19/2007.

SCHEDULE A

United States Patents and Patent Applications

Title	Inventor	Application No. Filing Date	Patent No. Issue Date
Collapsible Flowsheet for Displaying Patient Information in an Electronic Medical Record	Simborg, Donald W. Barcklay, Robert J. Lipkin, Paul H.	08/769096 12/18/1996	5950168 09/07/1999
COLLAPSIBLE FLOWSHEET FOR DISPLAYING PATIENT INFORMATION IN AN ELECTRONIC MEDICAL RECORD	Simborg, Donald W. Barcklay, Robert J. Lipkin, Paul H.	08/769060 12/18/1996	

SCHEDULE B**United States Trademarks and Trademark Applications**

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO. FILING DATE	REG NO. ISSUE DATE
KNOWCHART	US	009;	75/853903 11/19/1999	2742528 07/29/2003
IKNOWCHART NAVIGATOR	US	009;	75/853999 11/19/1999	
IKNOWMED	US	009; 042;	75/924042 02/22/2000	
IKNOWMYCHART	US	009;	75/199560 01/23/2001	
KNOWCHART	US	009;	75/379426 10/27/1997	
KNOWCHART NAVIGATOR	US	009;	75/721852 06/04/1999	
KNOWMED & DESIGN	US	042;	75/184109 10/21/1996	2394513 10/17/2000
KNOWMED SYSTEMS	US	009; 042;	75/379392 10/27/1997	
KNOWMED SYSTEMS	US	009;	75/379431 10/27/1997	

SCHEDULE C

Licenses

1. **Application Service Provider License Agreement with Abilene Hematology Oncology Group dated 8/19/03**
2. **Application Service Provider License Agreement with Arkansas Cancer Clinic dated 1/31/03**
3. **Application Service Provider License Agreement with California Oncology dated 2/12/03**
4. **Application Service Provider License Agreement with Eisenhower Medical Center dated 7/24/03**
5. **iKnowMed Network Membership Program Term Sheet with Highlands Oncology Group dated 8/22/00**
6. **iKnowMed iKnowChart ASP License & Service Agreement with Little Rock Hematology Oncology dated 3/1/02**
7. **Application Service Provider License Agreement with Lone Star Oncology Consultants, PA dated 1/29/03**
8. **iKnowMed License Agreement with Maine Center for Cancer Medicine dated 9/13/03**
9. **iKnowMed Maintenance and Support Agreement with Main Center for Cancer Medicine dated 9/13/03**
10. **iKnowMed License Agreement with Monterey Bay Oncology dated 3/13/03**
11. **iKnowMed Network Membership Program Agreement with Oncology Consultants, PA dated 6/01/03**
12. **iKnowMed Network Membership Program Agreement with Pennsylvania Oncology Hematology Associates dated 10/21/00**
13. **iKnowMed Network Membership Program Agreement Amendment 1.0 with Suburban Hematology Oncology dated 1/1/03**
14. **iKnowMed Network Membership Program Agreement Amendment 1.0 with Texas Cancer Associates dated 1/14/02**
15. **iKnowMed Network Agreement with Texas Cancer Care dated 10/14/00**
16. **iKnowMed Network Membership Program Proposal with Tower Hematology Oncology Medical Group dated 9/13/00**
17. **Master License Agreement with University of Texas, MD Anderson Cancer Center dated 9/01/00**
18. **iKnowMed Network Membership Program Agreement with Utah Cancer Specialists dated 10/31/01**
19. **iKnowMed Network Membership Program Term Sheet with Wilshire Oncology Medical Group Inc. dated 8/15/00**