

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verispan, L.L.C.		12/20/2004	LTD LIAB JT ST CO: DELAWARE
RECEIVING PARTY DATA			
Name:	Branch Banking And Trust Company		
Street Address:	434 Fayetteville Street Mall		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27601		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1843157	SMG MARKETING GROUP INC	
Registration Number:	1843158	GROUP-TRACK	
Registration Number:	2207839	SMG VANTAGEPOINT	
Registration Number:	2190607	DIAGNOSIS DIRECT	
Registration Number:	2205261	AMAXIS	
Registration Number:	2262656	SCOTT-LEVIN REPORT GENERATOR	
Registration Number:	2359421	PBMTRACK	
Registration Number:	2386925	MCO INSITE	
Registration Number:	2806712	STATELINE	
Registration Number:	2811391	THE TRUE MEASURE OF HEALTHCARE	
Serial Number:	78147957	V VERISPAN THE TRUE MEASURE OF HEALTH CARE	
Serial Number:	78274945	OPINION LEADER MAPPING	
Serial Number:	76520648	VECTOR ONE	
Serial Number:	76421401	CLINVIVO	

OP \$390.00 1843157

900017258

**TRADEMARK**  
 REEL: 002998 FRAME: 0492

Serial Number:

76397485

VERISPAN

**CORRESPONDENCE DATA**

Fax Number: (919)781-4865

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 919-781-4000

Email: rjones@wyrick.com

Correspondent Name: Robert T. Jones, Jr.

Address Line 1: 4101 Lake Boone Trail, Suite 300

Address Line 4: Raleigh, NORTH CAROLINA 27607

NAME OF SUBMITTER:

Robert T. Jones, Jr.

Signature:

/rtj/

Date:

12/28/2004

**Total Attachments: 8**

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## COLLATERAL TRADEMARK ASSIGNMENT

This Collateral Trademark Assignment (this "Assignment"), is made as of December 20, 2004, by VERISPAN, L.L.C., a Delaware limited liability company ("Assignor"), to BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation ("Assignee").

### RECITALS

WHEREAS, Assignor and Assignee are parties to (1) that certain Loan Agreement, dated as of December 20, 2004, which provides for Assignee from time to time to extend credit to Assignor (the "Loan Agreement"), and (2) that certain Security Agreement, dated as of December 20, 2004, by which Assignor has granted to Assignee a security interest in certain of Assignor's assets (the "Security Agreement") including, without limitation, its trademarks, service marks, and all rights therein, applications therefor and goodwill associated therewith, and (3) certain other Loan Documents, as defined under the Loan Agreement; and

WHEREAS, Assignee has required, as a condition to advancing loans to Assignor under the Loan Agreement, and to perfect Assignee's security interest in such collateral, that Assignor execute and deliver to Assignee this Assignment;

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Loan Documents. The Loan Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference. Terms used herein that are not defined in this Agreement shall have the meanings ascribed to them in the Loan Agreement.

2. Collateral Assignment of Trademarks. To secure the complete and timely satisfaction of Assignor's obligations under the Loan Documents (the "Obligations") and to perfect Assignee's continuing security interest in Assignor's general intangible assets, Assignor hereby grants, conveys, and assigns to Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, effective upon the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement and hereinafter called an "Event of Default") all of Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) Trademarks, service marks and applications therefor listed on Schedule A attached hereto and all goodwill associated therewith and accruing thereto (hereinafter called "Trademarks");

(b) all reissues, continuations, renewals and extensions thereof;

(c) all income, royalties, damages, and payments now and hereafter due and/or payable under and with respect thereto, including (without limitation) damages and payments for

past or future infringements thereof;

(d) the right to sue and recover for past, present, and future infringements thereof;

(e) all rights corresponding thereto and throughout the world; and

(f) all other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto;

(collectively, the "Trademark Rights").

3. Restrictions on Future Agreements. Assignor agrees that, until the Obligations are satisfied in full and the Loan Agreement is terminated, and except as may otherwise be provided in the Loan Agreement, Assignor shall not, without Assignee's prior written consent:

(a) enter into any agreement (for example, a license agreement) that is inconsistent with Assignor's obligations under this Assignment; or

(b) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action if doing so or not doing so would impair the validity or enforcement of the Trademark Rights (other than nonpayment of maintenance fees on trademarks which are no longer used or useful in the conduct of Assignor's business or operations).

4. Representations and Warranties. Assignor represents and warrants that:

(a) Schedule A lists all of Assignor's existing trademarks and trademark applications;

(b) the Trademarks are subsisting and (1) have not been adjudged invalid or unenforceable in whole or in part and (2) are not currently being challenged in any way;

(c) none of the Trademarks has lapsed or expired;

(d) to Assignor's knowledge, the use of any of the Trademarks in the conduct of Assignor's business does not constitute an infringement of any third party's trademark or other intellectual property right; and

(e) Assignor owns the entire right, title, and interest in and to each of the Trademarks free and clear of any liens and encumbrances of every kind and nature, except for the rights granted by Assignor pursuant to this Agreement.

5. New Trademarks and Licenses. If, before the Obligations are satisfied in full, Assignor obtains rights to any new trademarks or trademark applications, or any reissue, continuation, renewal or extension of any Trademark, the provisions of Section 2 above shall automatically apply thereto and Assignor shall promptly give Assignee written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A to

include such rights.

6. Royalties; Terms. Assignor hereby agrees that, effective upon the occurrence and during the continuation of an Event of Default, Assignee shall have the right to use the Trademark Rights worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignments granted herein shall extend until the earlier of (a) the expiration of all Trademark Rights or (b) payment in full of the Obligations and termination of the Loan Agreement.

7. Grant of License to Assignor. Assignee hereby grants to Assignor the royalty-free, exclusive, nontransferable right and license to use and license for use, for Assignor's own benefit and account and for none other, the Trademarks, subject to Section 3 hereof. Such right and license shall be exercisable by Assignor only until the occurrence of an Event of Default. Except as otherwise permitted by Loan Agreement, Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the right and license granted to Assignor in this Section without the prior written consent of Assignee.

8. Termination of Assignee's Security Interest. This Assignment is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Loan Agreement, all remaining right, title, and interest in and to the Trademark Rights shall automatically revert to Assignor. In such event, Assignee shall execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in and to revert in Assignor all right, title, and interest in and to the Trademark Rights, subject to any prior disposition thereof that may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

9. Duties of Assignor. Until the Obligations are satisfied in full and the Loan Agreement is terminated, Assignor shall

(a) prosecute diligently any trademark application included in the Trademark Rights pending as of the date hereof or hereafter filed; and

(b) preserve and maintain, and enforce against infringements known to Assignor, all Trademark Rights (other than trademarks which are no longer used useful in the conduct of Assignor's business or operations).

Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any pending trademark application or trademark without the written consent of Assignee, which consent shall not be unreasonably withheld.

10. Assignee's Right to Sue. After the occurrence of an Event of Default and so long as such Event of Default has not been waived, and after the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims in the Trademark Rights, Assignee shall have the right, but shall in no way be obligated, to bring suit and take other action in its own name to enforce or otherwise protect, preserve, or realize upon the Trademark Rights. If Assignee shall commence any such suit or take any such action, Assignor shall, at the reasonable request of Assignee, do any and all lawful acts and execute any and all proper documents required by

Assignee in aid of such action. Assignor shall, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 10.

11. Indemnification. Assignor shall indemnify Assignee and its officers, employees and agents (each an "Indemnified Party") from, and hold each Indemnified Party harmless from and against, any and all liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements of counsel, and expenses of litigation or preparation therefor), claims, demands, suits and damages that may be asserted or imposed against, or suffered by, such Indemnified Party to the extent caused by breach of any representation or warranty of Assignor herein, or the failure by Assignor to perform any of its covenants or obligations set forth herein; provided, however, that Assignor shall have no obligation to indemnify an Indemnified Party in respect of the foregoing to the extent the same shall primarily be caused by the gross negligence or willful misconduct of such Indemnified Party. The obligations of Assignor under this Section 11 shall survive the payment of the Loans and all other obligations of Assignor relating thereto for a period of three (3) years.

12. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise or delay in exercising, on the part of the Assignee, any right, power, or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof. No single or partial exercise of any right, power, or privilege hereunder or under the Loan Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

13. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid or 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 Assignment.

14. Modification. This Assignment cannot be altered, amended, or modified in any way, except as specifically provided with respect to the additions referred to in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies. All of Assignee's rights and remedies with respect to the Trademark Rights, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised individually or concurrently. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Rights may be enforced.

16. Power of Attorney. Assignor hereby authorizes Assignee to:

(a) Make, constitute, and appoint any representative of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to endorse Assignor's name on all applications, documents, papers, and instruments necessary or desirable for Assignee to give effect to the provisions of this Assignment and the intent of the parties hereto;

(b) Take any other actions with respect to the Trademark Rights, consistent with this Assignment, as Assignee deems in the best interest of Assignee;

(c) Following the occurrence of an Event of Default, grant or issue any exclusive or nonexclusive license under the Trademark Rights to anyone; or

(d) Following the occurrence of an Event of Default, subject to the terms of any existing license agreement, assign, pledge, convey, or otherwise transfer title in or dispose of the Trademark Rights to anyone.

Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations are satisfied in full and the Loan Agreement is terminated.

17. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns and shall inure to the benefit of Assignee, its nominees, successors, and assigns.

18. Governing Law. This Assignment shall be deemed to have been executed and delivered in the State of North Carolina, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of North Carolina.

[END OF PAGE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed as of the date first above written.

VERISPAN, L.L.C.

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of PENNSYLVANIA

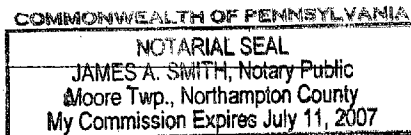
County of NORTHAMPTON

I, JAMES A. SMITH, a Notary Public for said County and State, do hereby certify that GREGG DAVIS, \_\_\_\_\_ of Verispan, L.L.C., a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal or stamp, this the 20 day of DECEMBER, 2004.

[Signature]  
Notary Public

My Commission Expires:



## BRANCH BANKING AND TRUST COMPANY

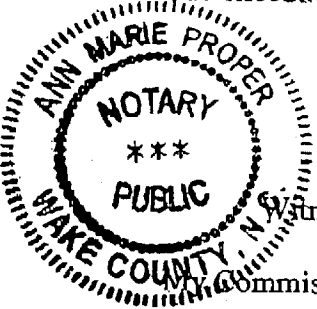
By: Jack M. Frost  
Name: Jack M. Frost  
Title: SVP

State of North Carolina

County of Wake

I, Ann Marie Proper, a Notary Public for said County and State, do hereby certify that Jack M. Frost, SVP of Branch Banking and Trust Company, a banking corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Ann Marie Proper  
Notary Public



Witness my hand and official seal or stamp, this the 28<sup>th</sup> day of December, 2004.

My Commission Expires:

9/23/09

**Schedule A**

**Trademarks and Trademark Applications**

**U.S. Trademark/Service Mark Registrations**

Mark	Registration Number	Registration Date
SMG MARKETING GROUP INC	1,843,157	07/05/1994
GROUP-TRACK	1,843,158	07/05/1994
SMG VANTAGEPOINT	2,207,839	12/08/1998
DIAGNOSIS DIRECT	2,190,607	09/22/1998
AMAXIS	2,205,261	11/24/1998
SCOTT-LEVIN REPORT GENERATOR	2,262,656	07/20/1999
PBMTRACK	2,359,421	06/20/2000
MCO INSITE	2,386,925	09/19/2000
STATELINE	2,806,712	01/20/2004
THE TRUE MEASURE OF HEALTHCARE	2,811,391	02/03/2004

**U.S. Trademark/Service Mark Applications**

Mark	Serial Number	Filing Date
V VERISPAN THE TRUE MEASURE OF HEALTH CARE	78147957	07/26/2002
OPINION LEADER MAPPING	78274945	07/16/2003
VECTOR ONE	76520648	05/19/2003
CLINVIVO	76421401	06/12/2002
VERISPAN	76397485	04/19/2002