

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
COR Research, Inc.		05/16/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2325 Lakeview Parkway		
Internal Address:	Suite 700		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2133510	MEDICINE ON THE NET	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5149		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-2611		
Email:	vfitzpatrick@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	191 Peachtree Street		
Address Line 2:	c/o Vandy F. Fitzpatrick		
Address Line 4:	Atlanta, GEORGIA 30303		
NAME OF SUBMITTER:	Vandy F. Fitzpatrick		
Signature:	/s/ Vandy F. Fitzpatrick		
Date:	05/17/2005		

CH \$40.00 2133510

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 16 2005, by COR RESEARCH, INC., a California corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 4, 2005, by and among HCPro, Inc., a Delaware corporation,, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders, as amended by that certain First Amendment to Credit Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Joinder Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Joinder Agreement"); and

WHEREAS, pursuant to the Joinder Agreement and the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Joinder Agreement and the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COR RESEARCH, INC.

By: 
Name: Bruce T. Guzowski
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

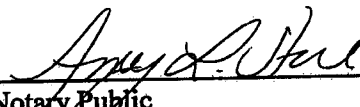
GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Duly Authorized Signatory

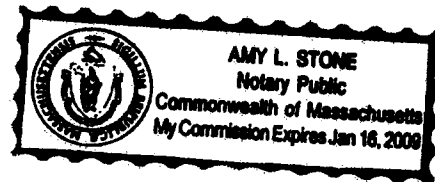
ACKNOWLEDGMENT OF GRANTOR

STATE OF Massachusetts
COUNTY OF ESSEX } ss.

On this 16 day of May, 2005 before me personally appeared Bruce T. Guzowski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COR Research, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations:

Mark: Medicine on the Net
Registration No.: 2133510
Registration Date: 01/28/1998
Serial No.:

Common Law Trademarks and Brand Names:

Healthcare Leadership Review, Cardiovascular Disease Management

Patient Care Staffing Review; COR Healthcare Market Strategist; Internet Healthcare Strategies; COR Logo (pie chart element); Healthcare Guide to the Internet; Insight (part of tag line); Insight . . . Not Just the News; Not Just News (part of tag line); Nurse Recruitment and Retention Guide; COR Health, COR Clinical Excellence; Conflict Management in Healthcare; The Healthcare Strategist; Healthcare Marketing Abstracts; Medical Management Network; and Strategies for Healthcare Excellence