TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Proxymed Transaction Services, Inc.		12/06/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Laurus Master Fund, Ltd
Street Address:	825 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2615356	THE EVOLUTION OF HEALTHCARE TRANSACTIONS
Registration Number:	2615354	THE EVOLUTION OF HEALTHCARE TRANSACTIONS
Registration Number:	2615355	THE EVOLUTION OF HEALTHCARE TRANSACTIONS
Registration Number:	2680425	MEDUNITE
Registration Number:	2585987	MEDUNITE
Registration Number:	1711257	STATLINK

CH $165.00 2615356

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Suite 401
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	348339
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/03/2006

Total Attachments: 16
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Form **PTO-1594** (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
PROXYMED TRANSACTION SERVICES, INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: DE
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: LAURUS MASTER FUND, LTD.
Internal Address:
Street Address: 825 Third Avenue
City: New York
State: NY
Country: U.S.A. Zip: 10022

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

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)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) 12/06/2005

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
See Schedule II attached hereto

Additional sheet(s) attached? ☑ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Loeb & Loeb LLP
Internal Address: attn: Loukia Harris, Legal Assistant
Street Address: 345 Park Avenue
City: New York
State: NY Zip: 10154
Phone Number: 212-407-4149
Fax Number: 212-214-0439
Email Address: lharris@loeb.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $
☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number
Authorized User Name

9. Signature:
Signature — December 27, 2005 Date

Loukia Harris
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE II

Proxymed Transaction Services, Inc.

I. TRADEMARK REGISTRATIONS

REG. NO.	WORD MARK	REG. DATE
2,615,356	Evolution of Healthcare Transactions	03-Sep-02
2,615,354	Evolution of Healthcare Transactions	03-Sep-02
2,615,355	Evolution of Healthcare Transactions	03-Sep-02
2,680,425	MedUnite	28-Jan-03
2,585,987	MedUnite	25-Jun-02
1,711,257	"Statlink"	01-Sep-92

II. TRADEMARK APPLICATIONS

APPLICATION NO.	MARK	FILING DATE

None

Trademarks
Proxymed Transaction
Services

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of December 6, 2005, is made by PROXYMED, INC. ("ProxyMed"), PROXYMED TRANSACTION SERVICES, INC. ("PTS") PROXYMED LAB SERVICES, LLC ("PLS"), PLANVISTA CORPORATION ("PVC"), PLANVISTA SOLUTIONS, INC. ("PVS") and NATIONAL NETWORK SERVICES, LLC ("NNS" together with ProxyMed, PTS, PLS, PVC, PVC and PVS, each a "Grantor" and collectively, the "Grantors"), in favor of LAURUS MASTER FUND, LTD. ("Laurus").

WHEREAS, pursuant to that certain Security and Purchase Agreement dated as of the date hereof by and among Grantors and Laurus (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Laurus has agreed to make the Loans for the benefit of Grantors; and

WHEREAS, Laurus is willing to make the Loans as provided for in the Security Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Laurus this 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, each Grantor hereby agrees as follows:

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of the Borrowers now or hereafter existing from time to time, each Grantor hereby grants to Laurus a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

(a) all (i) letters patent of the United States or any country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country, including those referred to on Schedule I attached hereto and made a part hereof; and (ii) all reissues, continuations, continuations-in-part or extensions thereof (collectively, the Patents");

(b) all rights under any written agreement now owned or hereafter acquired by such Grantor granting any right with respect to any invention on which a Patent is in existence, including those referred to on Schedule I attached hereto and made a part hereof (collectively, the "Patent Licenses");

(c) (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source of or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and records thereof, and all applications in connection therewith, including all registrations, records and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof; or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof and (iii) all goodwill associated with or symbolized by any of the foregoing (collectively, the "Trademarks");

(d) all rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark registration, including those referred to on Schedule II attached hereto and made a part hereof (collectively, the "Trademark Licenses");

(e) all copyrights and rights and interests in copyrights and works protectable by copyright and all renewals and extensions thereof, all copyright registrations and applications for registration of any such copyrights in the United States of America or any other country, including, without limitation, (i) all copyrights, distribution rights, licenses, and any and all other rights or interests in copyrights in the works listed on Schedule III attached hereto and made a part hereof, (ii) all works based upon, incorporated in, derived from, incorporating or relating to all works covered by copyright and (iii) all tangible property embodying the copyrights or such copyrights materials (collectively, the "Copyrights");

(f) all license agreements with any other Person entered into in connection with any Copyrights or such other Person's copyrights or copyright registrations or applications, whether a Grantor is a licensor or licensee under any such license agreement including, without limitation, the license agreements listed on Schedule III attached hereto and made a part hereof, and all tangible property covered by any of the licenses (collectively, the "Copyright Licenses"); and

(g) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

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

under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. Each Grantor's Patents, Trademarks and Copyrights are valid and enforceable, are solely owned by a Grantor and there is no claim that the use of any of them violates the rights of any third person. This Agreement is effective to create a valid and continuing Lien on and perfected security interests in favor of Laurus in all of each Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, each Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements, all action necessary to protect and perfect Laurus' Lien on each Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Each Grantor covenants and agrees with Laurus that from and after the date of this Agreement and until the expiration of the Term:

(a) Such Grantor shall notify Laurus immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Laurus prior written notice thereof, and, upon request of Laurus, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Laurus) to evidence Laurus' Lien on such Patent, Trademark or Copyright, and the general intangibles of such Grantor relating thereto or represented thereby.

(c) Such Grantor shall take all actions necessary or requested by Laurus to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Laurus

promptly after such Grantor learns thereof. Such Grantor shall, unless it shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Laurus shall deem reasonably appropriate under the circumstances to protect such Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Laurus pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Laurus with respect to the security interest in the 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.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. INDEMNIFICATION. (A) Each Grantor assumes all responsibility and liability arising from the use of the Patents, Trademarks and/or Copyrights and each Grantor hereby indemnifies and holds Laurus harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of such Grantor's operations of its business from the use of the Patents, Trademarks and/or Copyrights. (B) In any suit, proceeding or action validly brought by Laurus under this Agreement, the Security Agreement or any other Ancillary Agreement with respect to any Patent License, Trademark License or Copyright License for any sum owing thereunder, or to enforce any provisions of such license (an "IP Litigation"), Grantors will indemnify and keep Laurus harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of the applicable Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from such Grantor, and all such obligations of such Grantor shall be and remain enforceable against and only against such Grantor and shall not be enforceable against Laurus. Laurus shall provide the Company Agent written notice of any IP Litigation prior to the commencement of such IP Litigation; provided, however, (i) the failure of Laurus to provide such notice shall not limit any Grantor's indemnity obligations under this Section and (ii) Laurus may deliver such notice following the commencement of such IP Litigation if Laurus believes in its good faith judgment that any delay

in commencing the IP Litigation may, in any way, have a deleterious effect on its rights and remedies in such IP Litigation or the value of the Collateral.

Section 8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.

Section 9. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon payment in full in cash of all Obligations and irrevocable termination of the Security Agreement. Following such termination, Laurus shall deliver to Grantor such instruments as Grantor may reasonably request to evidence the termination by Laurus of its security interest in the Collateral.

[Signature Page to Follow]

TRADEMARK
REEL: 003219 FRAME: 0760

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

PROXYMED, INC.

By: _____
Name: DOUGLAS J O'DOWD
Title: CFO

PROXYMED TRANSACTION SERVICES, INC.

By: _____
Name: DOUGLAS
Title: CFO

PROXYMED LAB SERVICES, LLC

By: _____
Name: DOUGLAS J. O'DOWD
Title: CFO

PLANVISTA CORPORATION

By: _____
Name: DOUGLAS J. O'DOWD
Title: CFO

PLANVISTA SOLUTIONS, INC.

By: _____
Name: DOUGLAS J. O'DOWD
Title: CFO

NATIONAL NETWORK SERVICES, LLC

By: _____
Name: DOUGLAS J. O'DOWD
Title: CEO

ACCEPTED and ACKNOWLEDGED by:

LAURUS MASTER FUND, LTD.

By: _____
Name:
Title:

NATIONAL NETWORK SERVICES, LLC

By:_____
Name: _____
Title: _____

ACCEPTED and ACKNOWLEDGED by:

LAURUS MASTER FUND, LTD.

By: _____
Name: David Grin
Title: Director

TRADEMARK
REEL: 003219 FRAME: 0763

STATE OF Georgia)
: ss.:
COUNTY OF Gwinnett)

On the 7th day of December, 2005, before me personally came DOUGLAS J. O'DOWD to me known, who, being by me duly sworn did depose and say that s/he is the CFO of ProxyMed, Inc., the corporation described in and which executed the above instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Notary Public

LISA E. SCULLY NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA JAN. 2, 2009

STATE OF GEORGIA
: ss.:
COUNTY OF GWINNETT

On the 7th day of December, 2005, before me personally came DOUGLAS J. O'DOWD to me known, who, being by me duly sworn did depose and say that s/he is the CFO of ProxyMed Transaction Services, Inc., the corporation described in and which executed the above instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Notary Public

LISA E. SCULLY NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA JAN 2, 2009

STATE OF GEORGIA
: ss.:
COUNTY OF GWINNETT

On the 7th day of DECEMBER 2005 before me personally came DOUGLAS J. O'DOWD to me known, who, being by me duly sworn did depose and say that s/he is the CFO of ProxyMed Lab Services, LLC, the limited liability company described in and which executed the above instrument; and that s/he signed her/his name thereto on behalf of said limited liability company pursuant to authorization under the operating agreement of said limited liability company; and that he/she signed his/her name thereto by like authority.

Notary Public

LISA E. SCULLY NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA JAN. 2, 2009

TRADEMARK
REEL: 003219 FRAME: 0764

STATE OF GEORGIA
: ss.:
COUNTY OF GWINNETT

On the 7TH day of December, 2005, before me personally came DOUGLAS J. O'DONNELL to me known, who, being by me duly sworn did depose and say that s/he is the CFO of PlanVista Corporation, the corporation described in and which executed the above instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Notary Public

LISA E. SCULLY NOTARY PUBLIC GEORGIA EXPIRES JAN. 2, 2009 GWINNETT COUNTY

STATE OF GEORGIA
: ss.:
COUNTY OF GWINNETT

On the 7TH day of December, 2005, before me personally came DOUGLAS J. O'DONNELL to me known, who, being by me duly sworn did depose and say that s/he is the CFO of PlanVista Solutions, Inc., the corporation described in and which executed the above instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Notary Public

LISA E. SCULLY NOTARY PUBLIC GEORGIA EXPIRES JAN. 2, 2009 GWINNETT COUNTY

STATE OF GEORGIA
: ss.:
COUNTY OF GWINNETT

On the 7TH day of December, 2005, before me personally came DOUGLAS J. O'DONNELL to me known, who, being by me duly sworn did depose and say that s/he is the CFO of National Network Services, LLC, the limited liability company described in and which executed the above instrument; and that s/he signed her/his name thereto on behalf of said limited liability company pursuant to authorization under the operating agreement of said limited liability company; and that he/she signed his/her name thereto by like authority.

Notary Public

LISA E. SCULLY NOTARY PUBLIC GEORGIA EXPIRES JAN. 2, 2009 GWINNETT COUNTY

TRADEMARK
REEL: 003219 FRAME: 0765

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Patent	Filing No.	Date

None

II. PATENT APPLICATIONS

Patent	Application No.	Date Filed
HEALTH CARE TRANSACTION - PROCESSING PLATFORM	60/340,098	November 1, 2001
SYSTEM AND METHOD FOR FACILITATING THE EXCHANGE OF HEALTH CARE TRANSACTIONAL INFORMATION	10/284,587	October 30, 2002
SYSTEM AND METHOD FOR PROCESSING HEALTH CARE CLAIMS STATUS REQUESTS AND RESPONSES	60/340,097	November 1, 2001
SYSTEM AND METHOD FOR VERIFYING HEALTH CARE ELIGIBILITY	60/340,079	November 1, 2001
SYSTEM AND METHOD FOR MEDICAL DATA REPORTING SYSTEMS AND METHODS	60/657,039	February 28, 2005

III. PATENT LICENSES

Patent	Filing No.	Date

None

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

REG. NO.	WORD MARK	COUNTRY	REG. DATE
2,631,186	ClaimPassXL	U.S.A.	08-Oct-02
2,244,568	"ClinScan"	U.S.A.	11-May-99
2,483,717	"Empowering Physicians w/ E-Solutions"	U.S.A.	28-Aug-01
2,615,356	Evolution of Healthcare Transactions	U.S.A.	03-Sep-02
2,615,354	Evolution of Healthcare Transactions	U.S.A.	03-Sep-02
2,615,355	Evolution of Healthcare Transactions	U.S.A.	03-Sep-02
2,315,342	"K" & Design	U.S.A.	08-Feb-00
2,092,571	"Keylab"	U.S.A.	02-Sep-97
2,680,425	MedUnite	U.S.A.	28-Jan-03
2,585,987	MedUnite	U.S.A.	25-Jun-02
2.956,414	PlanVista Solutions	U.S.A.	10-Dec-02
2,958,918	PlanVista Solutions & Design	U.S.A.	10-Dec-02
2,511,347	"PreScribe" (stylized)	U.S.A.	27-Nov-01
2,234,172	"ProxyCare"	U.S.A.	13-Nov-96
2,491,525	"ProxyMed" and Design	U.S.A.	18-Sep-01
2,491,524	"ProxyMed" and Design	U.S.A.	18-Sep-01
2,497,195	"ProxyMed. Empowering Physicians w/Esolutions"	U.S.A.	09-Oct-01
2,273,881	"ProxyNet" (stylized)	U.S.A.	31-Aug-99
2,041,188	"ProxyScript"	U.S.A.	25-Feb-97
2,240,913	"RxReceive"	U.S.A.	20-Apr-99
1,711,257	"Statlink"	U.S.A.	01-Sep-92
2,327,660	"TurnKey" & Design	U.S.A.	14-Mar-00
2,735,294	"Where Healthcare Connects"	U.S.A.	08-Jul-03
2,903,699	"FLEETWATCH"	U.S.A.	16-Nov-04
2,887,707	"ProxyClaim"	U.S.A.	21-Sep-04
2,936,878	"ProxyClaim"	U.S.A.	29-Mar-05
2,902,353	"ProxyTracker"	U.S.A.	9-Nov-04
2,907,261	"ProxyTracker"	U.S.A.	30-Nov-04
1,936,502	"PRE-SCRIBE"	U.S.A.	21-Nov-05
2,115,912	Key Electronics	U.S.A.	25-Nov-97
1,142,463	MedUnite:	Canada	31-May-02
2,741,106	The Evolution of Healthcare Transactions	European Union (CTM)	20-Jun-02
2,743,094	MedUnite	European Union (CTM)	20-Jun-02
548829	MedUnite	Mexico	28-May-02
548830	MedUnite	Mexico	28-May-02
548828	MedUnite	Mexico	28-May-02
Sn/548827	MedUnite	Mexico	28-May-02
549880	The Evolution of Healthcare Transactions	Mexico	4-Jun-02
Re/763880			30-Sep-02
549881	The Evolution of Healthcare Transactions	Mexico	4-Jun-02
Re/763881			30-Sep-02
549882	The Evolution of Healthcare Transactions	Mexico	4-Jun-02

II. TRADEMARK APPLICATIONS

APPLICATION NO.	MARK	COUNTRY	FILING DATE
78/761661	"MEDAVANT"	U.S.A.	28-Nov-05
78/761704	"MEDAVANT HEALTHCARE SOLUTIONS"	U.S.A.	28-Nov-05
78/761691	"MEDAVANT and Design"	U.S.A.	28-Nov-05

III. UNREGISTERED TRADEMARKS; COMMON LAW PROTECTION ONLY

APPLICATION NO.	MARK	COUNTRY	FILING DATE
	Auto Claim Exchange	U.S.A.	
	"FOCUS"	U.S.A.	
	I.M.P.A.C.T. SL	U.S.A.	
	IntelliMatch ™ Intelligent Provider Matching System	U.S.A.	
	"IPRESCRIBE"	U.S.A.	
	"iPreScribe"	U.S.A.	
	"iPrescribe" (stylized)	U.S.A.	
	"Keytouch 2000"	U.S.A.	
	"LabNet"	U.S.A.	
	PAYERSERV	U.S.A.	
	PLANSERV	U.S.A.	
	ProxyLab	U.S.A.	
	ProxyLab	U.S.A.	
	"ProxyMed Pharmacy"	U.S.A.	
	"Where Healthcare Connects"	U.S.A.	

III. TRADEMARK LICENSES

REG. NO.	MARK	COUNTRY	REG. DATE

None

SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

Copyright	Reg. No.	Date
PRE-SCRIBE Clinic for Windows	Assigned by Walgreen	9-Aug-1999
ClinScan 2.3	TX5-064-236	24-Sep-1999
PreScribe Windows 3.1 and Plus	TX5-064-235	24-Sep-1999
PreScribe 2000 (Version 1.0)	TX5-065-111	24-Sep-1999
ProxyCare 1.0.25	TX5-064-229	24-Sep-1999
EZ-Claims DOS	TX5-064-234	24-Sep-1999
EZ-Claims Windows 3.1+	TX5-064-233	24-Sep-1999
EZ-Claims UNIX 1.6+	TX5-064-232	24-Sep-1999
Diskit 1.0	TX5-064-231	24-Sep-1999
Key Alert Specs. 1.2 Build 93	TX5-064-230	24-Sep-1999
ClinScan DOS 5.0	TX5-120-831	24-Sep-1999
Pharmacy Communication Module 2.6	TX5-120-830	24-Sep-1999
PreScribe DOS (Version 2.5)	TX5-109-443	24-Sep-1999

II. COPYRIGHT APPLICATIONS

Copyright	Reg. No.	Date

None

III. COPYRIGHT LICENSES

Copyright	Reg. No.	Date

None