

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
A.D.A.M., Inc.		08/14/2006	CORPORATION: GEORGIA
Integrative Medicine Communications, Inc.		08/14/2006	CORPORATION: MASSACHUSETTS
Nidus Information Services, Inc.		08/14/2006	CORPORATION: DELAWARE
Online Benefits, Inc.		08/14/2006	CORPORATION: DELAWARE
Benergy Outsourcing Strategies, Inc.		08/14/2006	CORPORATION: DELAWARE
Captiva Software, Inc.		08/14/2006	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	CapitalSource Finance LLC
<b>Street Address:</b>	4445 Willard Avenue
<b>City:</b>	Chevy Chase
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20815
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	2585363	BENENROLL
Registration Number:	2585362	BENEVENTS
Registration Number:	2578533	BENERGY
Registration Number:	2584456	READY...ENROLL
Registration Number:	2564461	ONBOARD
Registration Number:	2403682	CHANGING THE WAY EMPLOYEES VIEW THEIR BENEFITS
Registration Number:	2828649	ONLINE BENEFITS
Registration Number:	2352070	LIDO

**CH \$640.00 2585363**

Registration Number:	2353879	LIDO.COM
Registration Number:	2355333	LIDO
Registration Number:	1704694	A.D.A.M.
Registration Number:	2188828	A.D.A.M.
Registration Number:	2238140	A.D.A.M. INTERACTIVE ANATOMY
Registration Number:	2301261	A.D.A.M. INTERACTIVE ANATOMY SLIDE SHOW
Registration Number:	2337858	A.D.A.M. MEDIA
Registration Number:	2340326	A.D.A.M. MEDIA PRO
Registration Number:	2429407	ADAM.COM
Registration Number:	2407430	ANATOMY PRACTICE
Registration Number:	2161376	BOB WINKLE SOLVES LIFE'S GREATEST MYSTERIES
Registration Number:	1480630	ILIAD
Registration Number:	2014397	NINE MONTH MIRACLE
Registration Number:	2106845	PRACTICE PRACTICAL
Registration Number:	2190284	THE INSIDE STORY
Registration Number:	2349202	A.D.A.M. AT HOME
Serial Number:	78604065	REAL VALUE STATEMENT

**CORRESPONDENCE DATA**

Fax Number: (312)827-8185

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

Email: trademarks@bellboyd.com, vswanson@bellboyd.com

Correspondent Name: Bell, Boyd & Lloyd LLC

Address Line 1: P.O. Box 1135

Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	115192-27
NAME OF SUBMITTER:	Doug Hatlestad
Signature:	/doug hatlestad/
Date:	08/14/2006

Total Attachments: 10

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**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "**Acknowledgement**"), dated as of August 14, 2006, is made by **A.D.A.M., INC.**, a Georgia corporation ("**Borrower**"); **INTEGRATIVE MEDICINE COMMUNICATIONS, INC.**, a Massachusetts corporation ("**Integrative Medicine**"), **NIDUS INFORMATION SERVICES, INC.**, a Delaware corporation ("**Nidus**"), **ONLINE BENEFITS, INC.**, a Delaware corporation ("**Online Benefits**"), **BENERGY OUTSOURCING STRATEGIES, INC.**, a Delaware corporation ("**Benergy**"), and **CAPTIVA SOFTWARE, INC.**, a Florida corporation ("**Captiva**") (Borrower, Integrative Medicine, Nidus, Online Benefits, Benergy and Captiva are each sometimes referred to herein individually as a "**Grantor**" and collectively as the "**Grantors**"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Credit Agreement described below (in such capacities, "**Secured Party**").

**RECITALS:**

**A.** Grantors, Secured Party and the other Lenders party thereto have entered into a certain Credit Agreement of even date herewith (such Credit Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "**Credit Agreement**"), pursuant and subject to the terms and conditions of which the Lenders thereunder have agreed to make loans and other financial accommodations to Grantors.

**B.** Pursuant to the Credit Agreement, Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their respective Obligations under the Credit Agreement.

**C.** One of the conditions precedent to the willingness of Secured Party and Lenders to execute and deliver the Loan Documents is that Grantors shall have executed and delivered this Acknowledgement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

**1. Defined Terms.** Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**2. Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantors, hereby reaffirm its grant

to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "**Intellectual Property Collateral**"):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights to which it is a party, including those referred to on Schedule II hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing; and
- (ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

(c) all of its Patents, including those referred to on Schedule III hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing; and
- (ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Patent.


3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Credit Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Credit Agreement, the terms and conditions of the Credit Agreement shall govern.

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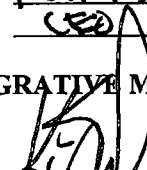
IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

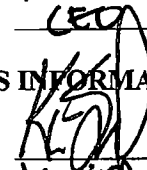
A.D.A.M., INC.

By:   
Name: Kevin S. Noland  
Title: CEO

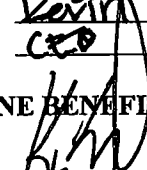
INTEGRATIVE MEDICINE COMMUNICATIONS, INC.

By:   
Name: Kevin S. Noland  
Title: CEO

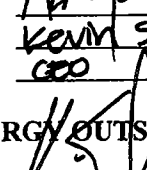
NIDUS INFORMATION SERVICES, INC.

By:   
Name: Kevin S. Noland  
Title: CEO

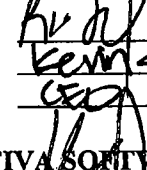
ONLINE BENEFITS, INC.

By:   
Name: Kevin S. Noland  
Title: CEO

BENERGY OUTSOURCING STRATEGIES, INC.

By:   
Name: Kevin S. Noland  
Title: CEO

CAPTIVA SOFTWARE, INC.

By:   
Name: Kevin S. Noland  
Title: CEO

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, as Secured Party**

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

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

**GRANTORS:**

**A.D.A.M, INC.**

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

**INTEGRATIVE MEDICINE COMMUNICATIONS, INC.**

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

**NIDUS INFORMATION SERVICES, INC.**

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

**ONLINE BENEFITS, INC.**

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

**BENERGY OUTSOURCING STRATEGIES, INC.**

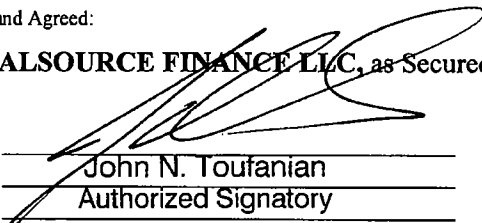
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CAPTIVA SOFTWARE, INC.**

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

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, as Secured Party**

By:   
Its: John N. Toufanian  
Title: Authorized Signatory

ACKNOWLEDGEMENT OF GRANTOR

A.D.A.M, INC.

STATE OF CA )  
 )  
COUNTY OF Fulton ) ss:

On this 11 day of August, 2006 before me personally appeared Kevin Ireland, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of A.D.A.M., Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Cynthia M. Otero  
\_\_\_\_\_  
Notary Public

My Commission Expires: **CYNTHIA M. OTERO**  
**Notary Public, Henry County, Georgia**  
**My Commission Expires June 5, 2010**

ACKNOWLEDGEMENT OF GRANTOR

INTEGRATIVE MEDICINE COMMUNICATIONS, INC.

STATE OF CA )  
 )  
COUNTY OF Fulton ) ss:

On this 11 day of August, 2006 before me personally appeared Kevin Ireland, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Integrative Medicine Communications, Inc., a Massachusetts corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Cynthia M. Otero  
\_\_\_\_\_  
Notary Public

My Commission Expires:

**CYNTHIA M. OTERO**  
**Notary Public, Henry County, Georgia**  
**My Commission Expires June 5, 2010**



ACKNOWLEDGEMENT OF GRANTOR

**NIDUS INFORMATION SERVICES, INC.**

STATE OF GA )  
 )  
COUNTY OF Fulton ) ss:

On this 11 day of August, 2006 before me personally appeared Kevin Roland, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Nidus Information Services, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Cynthia M. Otero  
Notary Public

My Commission Expires: **CYNTHIA M. OTERO**  
**Notary Public, Henry County, Georgia**  
**My Commission Expires June 5, 2010**

ACKNOWLEDGEMENT OF GRANTOR

**ONLINE BENEFITS, INC.**

STATE OF GA )  
 )  
COUNTY OF Fulton ) ss:

On this 11 day of August, 2006 before me personally appeared Kevin Roland, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Online Benefits, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Cynthia M. Otero  
Notary Public

My Commission Expires:

**CYNTHIA M. OTERO**  
**Notary Public, Henry County, Georgia**  
**My Commission Expires June 5, 2010**

ACKNOWLEDGEMENT OF GRANTOR

**BENERGY OUTSOURCING STRATEGIES, INC.**

STATE OF GA )  
 )  
COUNTY OF Fulton ) ss:

On this 11 day of August, 2006 before me personally appeared Kevin Indland, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Benergy Outsourcing Strategies, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Cynthia M. Otero  
Notary Public

My Commission Expires: **CYNTHIA M. OTERO**  
**Notary Public, Henry County, Georgia**  
**My Commission Expires June 5, 2010**

ACKNOWLEDGEMENT OF GRANTOR

**CAPTIVA SOFTWARE, INC.**

STATE OF GA )  
 )  
COUNTY OF Fulton ) ss:

On this 11 day of August, 2006 before me personally appeared Kevin Indland, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Captiva Software, Inc., a Florida corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Cynthia M. Otero  
Notary Public

My Commission Expires:

**CYNTHIA M. OTERO**  
**Notary Public, Henry County, Georgia**  
**My Commission Expires June 5, 2010**

**SCHEDULE I**  
to  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**TRADEMARK REGISTRATIONS**

**A. REGISTERED TRADEMARKS**

<b>FEDERAL REGISTRATION - ONLINE BENEFITS, INC.</b>				
<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>SERIAL &amp; REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>STATUS</b>
<b>BENENROLL</b>	United States	76-331663 2585363	June 25, 2002	Registered
<b>BENEVENTS</b>	United States	76-331660 2585362	June 25, 2002	Registered
<b>BENERGY</b>	United States	76-310041 2578533	June 11, 2002	Registered
<b>READY...ENROLL</b>	United States	76-053447 2584456	June 25, 2002	Registered
<b>ONBOARD</b>	United States	76-052949 2564461	April 23, 2002	Registered
<b>CHANGING THE WAY EMPLOYEES VIEW THEIR BENEFITS</b>	United States	75-733265 2403682	November 14, 2000	Registered
<b>ONLINE BENEFITS</b>	United States	75-733266 2828649	March 30, 2004	Registered

<b>FEDERAL REGISTRATION - ADAM.COM, INC.</b>				
<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>SERIAL/REGISTR ATION NUMBER</b>	<b>Registration Date</b>	<b>STATUS</b>
<b>LIDO</b>	United States	75/783,680 2,352,070	May 23, 2000	Registered
<b>LIDO.COM</b>	United States	75/783,500 2,353,879	May 30, 2000	Registered
<b>LIDO AND DESIGN</b>	United States	75/783,331 2,355,333	June 6, 2000	Registered

<b>FEDERAL REGISTRATION - ADAM., INC.</b>				
<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>REGISTRATION NUMBER</b>	<b>Registration Date</b>	<b>STATUS</b>
A.D.A.M.	Australia	B576223	April 8, 1992	Registered
A.D.A.M.	Austria	143,208	July 29, 1992	Registered
A.D.A.M.	Benelux	511.056	April 3, 1992	Registered
A.D.A.M.	Canada	TMA438,238	January 27, 1995	Registered
A.D.A.M.	Chile	480.100	February 20, 1997	Registered
A.D.A.M.	Chile	483.504	April 2, 1997	Registered
A.D.A.M.	China P.R.	712930	October 28, 1994	Registered
A.D.A.M.	Denmark	9827-1992	October 23 1992	Registered
A.D.A.M.	France	92413361	April 2, 1992	Registered
A.D.A.M.	Germany	2 073 789	April 1, 1992	Registered
A.D.A.M.	India	680344	September 18, 1995	Registered
A.D.A.M.	Ireland	148850	March 31 1992	Registered
A.D.A.M.	Italy	647287	April 13, 1995	Registered
A.D.A.M.	New Zealand	B217246	September 10, 1996	Registered
A.D.A.M.	Portugal	282304	December 10, 1993	Registered
A.D.A.M.	South Africa	92/2727	March 31, 1992	Registered
A.D.A.M.	Sweden	321,974	March 7, 1997	Registered
A.D.A.M.	Switzerland	397.025	March 31, 1992	Registered
A.D.A.M.	Taiwan	626643	January 1, 1994	Registered
A.D.A.M.	United States	1,704,694	August 4, 1992	Registered
A.D.A.M.	United States	2,188,828	September 15, 1998	Registered
A.D.A.M. Interactive Anatomy & Device	United States	2,238,140	April 13, 1999	Registered
A.D.A.M. Interactive Anatomy Slide Show	United States	2,301,261	December 21, 1999	Registered
A.D.A.M. Media	United States	2,337,858	April 4, 2000	Registered
A.D.A.M. Media Pro	United States	2,340,326	April 11, 2000	Registered
ADAM.COM	United States	75-761432 2429407	February 20, 2001	Registered
Anatomy Practice	United States	2,407,430	November 21, 2000	Registered
Bob Winkle Solves Life's Greatest Mysteries	United States	2,161,376	June 2, 1998	Registered
Iliad	United States	1,480,630	March 15, 1988	Registered
Nine Month Miracle	United States	2,014,397	November 5, 1996	Registered
Practice Practical (Stylized)	United States	2,106,845	October 21, 1997	Registered
The Inside Story	United States	2,190,284	September 22, 1998	Registered
A.D.A.M. AT Home & Walking Man Device (Stylized)	United States	2,349,202	May 16, 2000	Registered

B. TRADEMARK APPLICATIONS

<b>FEDERAL REGISTRATION - ADAM., INC.</b>				
<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>REGISTRATION NUMBER</b>	<b>Registration Date</b>	<b>STATUS</b>
A.D.A.M.	Czech Republic	183 231	March 3, 1995	INACTIVE
A.D.A.M.	Finland	133462	August 22, 1994	INACTIVE
A.D.A.M.	Hungary	137926	March 18, 1993	INACTIVE
A.D.A.M.	Iran	70620	June 2, 1993	INACTIVE
A.D.A.M.	Japan			FILED
A.D.A.M.	South Korea	269198	July 16, 1993	INACTIVE
A.D.A.M.	Malaysia			FILED
A.D.A.M.	Mexico			INACTIVE
A.D.A.M.	Norway	164591	September 22, 1994	INACTIVE
A.D.A.M.	Saudi Arabia			DOCKETED
A.D.A.M. At Home	United States	2,097,203	September 16, 1997	INACTIVE
A.D.A.M. Legal Series	United States	2,099,101	September 23, 1997	INACTIVE
Adam	United States			INACTIVE
Adam	United States			INACTIVE
Cybervizz	United States	2,113,942	November 18, 1997	INACTIVE
Pediatrician's Home Assistant	United States	2,300,397	December 14, 1999	INACTIVE
Physician's Home Assistant	United States	2,300,398	December 14, 1999	INACTIVE
Scholar Series	United States			INACTIVE
The Quizmeister	United States	2,142,131	March 10, 1998	INACTIVE
Miscellaneous Design	United States	1,888,333	April 11, 1995	INACTIVE
A.D.A.M. HEALTHSOURCE	United States			INACTIVE

<b>FEDERAL REGISTRATION - ONLINE BENEFITS, INC.</b>				
<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>SERIAL &amp; REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>STATUS</b>
REAL VALUE STATEMENT (Block Letters)	United States	78-604065	N/A	Pending