

10-18-2006

U.S. DEPARTMENT OF

CORDATION FORM COVER SHEET

United States Patent and Trademark Office



TRADEMARKS ONLY

Trademark Office: Please record the attached documents or the new address(es) below.

1091.01-22

103323472

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

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

Additional name(s) of conveying parties attached?  Yes  No

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

Execution Date(s): 12/23/05

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

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

Additional name(s) of conveying parties attached?  Yes  No

Name: Silicon Valley Bank

Internal Address: HF 154

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country USA

Zip: 95054

- 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)

OFFICE OF PUBLIC RECORDS  
2006 OCT 16 PM 2:21  
FINANCE SECTION

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

78672319

B. Trademark Registration No.(s)

2511693

76643349

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

Additional sheets attached?  Yes  No

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

Name: Silicon Valley Bank

Internal Address: UT 300

Street Address: 4750 West 2100 South 3<sup>rd</sup> Floor

City: Salt Lake City State: UT ZIP: 84120

Phone Number: (801) 977-3613

Fax Number: (801) 973-7976

Email Address: amdc@svbank.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 90 (Already Collected)

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None Required (government interest not affecting title)

8. Payment Information:

a. Credit Card Last 4 Numbers  
Expiration Date

b. Deposit Account Number  
Authorized User Name

9. Signature.

9/25/06  
Date

Clint Heaps c/o Michael Jordan  
Name of Person Signing

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

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

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement dated as of the Effective Date (as defined in the Loan Agreement) is between **SILICON VALLEY BANK** ("Bank") and **HEALTHVISION, INC.** ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (as amended from time to time, the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral"). Capitalized terms not otherwise defined herein shall the meaning set forth in the Loan Agreement.

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

**BANK:**

**GRANTOR:**

SILICON VALLEY BANK

HEALTHVISION, INC.

Bria K. Bisser

A. Christopher Swanes

(Signature)

(Signature)

Deal Team Leader

VP & General Counsel

(Title)

(Title)

EXHIBIT A

Copyrights

Description

Registration/Application  
Number

Registration/Application  
Date

None



## EXHIBIT B-PATENTS

Reference No.	Title	Application No.	Filing Date
109469.120US1	HEALTHCARE MANAGEMENT SERVICES SYSTEM AND METHOD FOR USING THE SAME	09/969,875	October 4, 2001
109469.122US1	HEALTH CARE PAYMENT AND COMPLIANCE MANAGEMENT	09/833,089	April 10, 2001
109469.123US1	HEALTH CARE PAYMENT COMPLIANCE MANAGEMENT	09/418,390	October 14, 1999

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
<u>HEALTHVISION</u>	<u>2511693</u>	November 27, 2001
<u>CAREVISION</u>	<u>78672319</u>	July 18, 2005
<u>CAREVISION</u>	<u>76643349</u>	July 21, 2005