

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
Centric Health Finance		03/29/2007	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78693908	VIRTUALPAYOR	
Serial Number:	78740216	UNIT EXCHANGE PROGRAM	
Serial Number:	78762794	PACRX	
CORRESPONDENCE DATA			
Fax Number:	(404)541-3160		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6500		
Email:	mcogburn@kilpatrickstockton.com		
Correspondent Name:	Elizabeth Reid, Kilpatrick Stockton LLP		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	G3560/339568		

OP \$90.00 78693908

NAME OF SUBMITTER:	Margaret Cogburn
Signature:	/Margaret Cogburn/
Date:	04/06/2007

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of March 29, 2007, is made by CENTRIC HEALTH FINANCE, LLC, a Nevada limited liability company with offices at 4225 Executive Square, Suite 200, La Jolla, CA 92037 (“**Grantor**”), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, acting in its capacity as the Lender under the Credit Agreement described below, with offices at 2 Bethesda Metro Center, Suite 600, Bethesda, Maryland 20814 (the “**Lender**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor and the Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”), the Lender has agreed to make the Loans and to incur L/C Obligations for the benefit of Grantor;

WHEREAS, the Lender is willing to make the Loans and to incur L/C Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Lender that certain Borrower Security 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 “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Lender this Intellectual Property 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. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

(a) “**Termination Date**” means the date on which (i) all of the Loans have been indefeasibly repaid in full in cash, (ii) all other Obligations under the Credit Agreement and the other Loan Documents have been completely discharged, (iii) all L/C Obligations have been cash collateralized, canceled or backed by standby letters of credit in accordance with **Section 2.5** of the Credit Agreement, and (iv) the Lender shall not have any obligation to make Loans or grant extensions of credit under the Credit Agreement.

2. **Grant of Security Interest.** To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to the Lender 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 “**Intellectual Property Collateral**”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) 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

(f) 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 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.

3. **Representations and Warranties.** Grantor represents and warrants to the Lender that 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. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of the Lender in all of 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, 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 listed on Schedule 1 to the Security Agreement, all action necessary or desirable to protect and perfect the Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. **Covenants.** Grantor covenants and agrees with the Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify the Lender 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 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 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 the Lender prior written notice thereof, and, upon request of the Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Lender) to evidence the Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by the Lender 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 Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify the Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property 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 the Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. **Security Agreement.** The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property 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.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should 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 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.

7. **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 Intellectual Property Security 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 Credit Agreement.

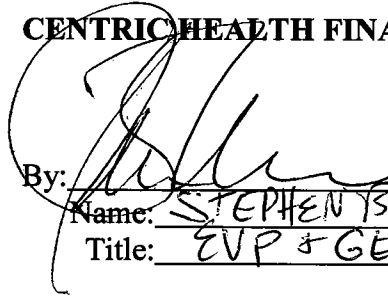
8. **Termination.** Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

9. **Governing Law.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

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

CENTRIC HEALTH FINANCE, LLC

By: 
Name: STEPHEN B WHITE
Title: EVP & GENERAL COUNSEL

CENTRIC HEALTH FINANCE, LLC
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

**ACCEPTED AND ACKNOWLEDGED by:
GENERAL ELECTRIC CAPITAL
CORPORATION, as Lender**

By: *Scott R Towers*
Name: Scott Towers
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Registration No.</u>	<u>Date</u>
None		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
1. Healthcare Product Payment Reimbursement System and Method	60/867,057	11/22/06
2. Healthcare Payment Single Payer Facilitation System and Method	60/863,700	10/31/06
3. Healthcare Payment System and Method (PACRx)	60/823,391	8/24/06

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
See attached		

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
See attached		

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
See attached		

**CENTRIC HEALTH FINANCE
STATUS REPORT OF TRADEMARK MATTERS**

Current as of March 26, 2007

Trademark	Our Ref. No.	Country	Application No.	Filing Date	Status	Next Due Date
VIRTUALPAYOR	CHF-T0004e	U.S.	78/693,908	08/16/2005	Pending	Response to Office Action due 07/31/2007
UNIT EXCHANGE PROGRAM	CHF-T0006e	U.S.	78/740,216	10/25/2005	Published	None
PACRx	CHF-T0010e	U.S.	78/762,794	11/29/2005	Published	None
COMMON LAW TRADEMARK USED ON WEBSITE						
CENTRIC HEALTH FINANCE						
TRADEMARK SEARCHES/UNFILED APPLICATIONS						
CENTRIC	CHF-TS0002e	U.S.	N/A	N/A	Unfiled	None

**PRIVILEGED AND CONFIDENTIAL:
ATTORNEY-CLIENT COMMUNICATION**

**CENTRIC HEALTH FINANCE
STATUS REPORT OF TRADEMARK MATTERS**

Current as of March 26, 2007

CRX and Design	CHF-TS0003e	U.S.	N/A	N/A	N/A	Unfiled	None
EPA YOR (EPA YOR.COM)	CHF-TS0005e	U.S.	N/A	N/A	N/A	Unfiled	None
REIMBURSEMENT ACCELERATOR (REIMBURSEMENTACCELERATOR.COM)	CHF-TS0007e	U.S.	N/A	N/A	N/A	Unfiled	None
FINANCIAL INTERMEDIARY	CHF-TS0008e	U.S.	N/A	N/A	N/A	Unfiled	None
HEALTH ECONOMICS FACILITATORS	CHF-TS0009e	U.S.	N/A	N/A	N/A	Unfiled	None
DIRECT2PAYOR	CHF-TS0011e	U.S.	N/A	N/A	N/A	Unfiled	None
POWERING THE FUTURE OF HEALTHCARE ECONOMICS	CHF-TS0012e	U.S.	N/A	N/A	N/A	Unfiled	None

SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Registration No.</u>	<u>Date</u>
None		

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None		

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		