TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

08/20/2007
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EDOC INNOVATIONS, INC.		08/09/2007	CORPORATION: UTAH
CU*ANSWERS, INC.	FORMERLY West Michigan Computer Co-Op, Inc.	08/09/2007	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	BANK OF AMERICAN FORK
Street Address:	195 EAST 6100 SOUTH
City:	MURRAY
State/Country:	UTAH
Postal Code:	84107
Entity Type:	CORPORATION: UTAH

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2763140	2020DOC
Registration Number:	2521921	2020COLD
Registration Number:	2661332	EMAIL-4-STATEMENTS
Registration Number:	2678721	FOR "CU* ANSWERS" ... WESCO A CREDIT UNION SERVICE ORGANIZATION
Serial Number:	78549827	CU*ANSWERS A CREDIT UNION SERVICE ORGANIZATION
Registration Number:	2033076	CU BASE
Serial Number:	78605749	CU CHECK
Registration Number:	2326398	CU ITEM PROCESSING W E S C O
Serial Number:	78605776	CU
Serial Number:	78647024	EQUIPMENTSOURCE
Registration Number:	2415214	CU SPY A WESCO
Registration Number:	2456683	CU TALK W E S C O

OP $380.00 2763140

Serial Number:	76545116	THE EARNINGS EDGE
Serial Number:	78549797	CU*QUESTIONS DIGITAL KNOWLEDGE FOR CREDIT UNIONS
Serial Number:	75000510	CU @ HOME

CORRESPONDENCE DATA

Fax Number: (801)838-9894
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 801-838-9889
Email: annie.robertson@bankaf.com
Correspondent Name: Annie Robertson
Address Line 1: 195 East 6100 South
Address Line 4: Murray, UTAH 84107

ATTORNEY DOCKET NUMBER:	EDOC INNOVATIONS
NAME OF SUBMITTER:	Annie Robertson
Signature:	/Annie Robertson/
Date:	08/20/2007

Total Attachments: 34
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O:ANNIE ROBERTSON COMPANY:195 EAST 6100 SOUTH

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SECURITY AGREEMENT

This Security Agreement (the "Security Agreement") is made between EDOC INNOVATIONS, INC., a Utah corporation ("EDOC"), CU* Answers, Inc., a Michigan corporation ("CU* Answers") (EDOC and CU* Answers are separately and collectively referred to simply as the "Debtor," which term shall mean either or both of EDOC and CU* Answers), and Bank of American Fork, a Utah corporation ("Secured Party"), pursuant to a Business Loan Agreement, dated the same date as this Security Agreement (the "Loan Agreement"), for a loan (the "Loan") from Secured Party, as Lender, to EDOC, as Borrower, and CU* Answers, as Guarantor.

For good and valuable consideration, receipt of which is hereby acknowledged, Lender and Debtor (collectively, the "Parties" to this Security Agreement) hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Loan Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the Uniform Commercial Code as adopted now or in the future in the State of Utah which are used herein shall have the meanings set forth in the Utah Uniform Commercial Code, except as expressly defined otherwise. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State of Utah differently than in another Article of the Uniform Commercial Code of the State of Utah, the term has the meaning specified in Article 9. As used herein, the term:

"Collateral" means the collateral described in Section 2, Grant of Security Interest, below.

"Default Rate" means the default interest rate provided in the Note.

"Liquidation Costs" means the reasonable costs and out of pocket expenses incurred by Lender in obtaining possession of any Collateral, in storage and preparation for sale, lease or other disposition of any Collateral, in the sale, lease, or other disposition of any or all of the Collateral, and/or otherwise incurred in foreclosing on any of the Collateral, including, without limitation, (a) reasonable attorneys fees and legal expenses, (b) transportation and storage costs, (c) advertising costs, (d) sale commissions, (e) sales tax and license fees, (f) costs for improving or repairing any of the Collateral, and (g) costs for preservation and protection of any of the Collateral.

"Note" means the Promissory Note of EDOC in favor of Secured Party, dated the same date as this Security Agreement, in the original principal amount of Two Hundred Fifty Thousand Dollars ($250,000.00).

"Permitted Encumbrances" means liens for taxes and assessments not yet due and payable or, if due and payable, those being contested in good faith by appropriate proceedings and for which appropriate reserves are maintained, security interests and liens created by the Loan Documents, and security interests and liens authorized in writing by Lender.

2. Grant of Security Interest. Debtor hereby grants to Secured Party a security interest in all personal property of Debtor, wherever located, now owned or hereafter acquired or created, including, without limitation, the following (the "Collateral"):

a. All inventory as defined in the Uniform Commercial Code, wherever located, all goods, merchandise or other personal property held for sale or lease, names or marks affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof and all related rights, title and interest, all raw materials, work or goods in process or materials or supplies of every nature used, consumed or to be used in Debtor's business, all packaging and shipping materials, and all other goods customarily or for accounting purposes classified as inventory, now owned or hereafter acquired or created, all proceeds and products of the foregoing and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein (collectively, the "Inventory").

b. All accounts as defined in the Uniform Commercial Code (including health-care-insurance receivables), accounts receivable, amounts owing to Debtor under any rental agreement or lease, payments on contracts, promissory notes or on any other indebtedness, any rights to payment customarily or for accounting purposes classified as accounts receivable, and all rights to payment, proceeds or distributions under any contract, presently existing or hereafter created, and all proceeds thereof (collectively, the "Accounts").

c. All furniture, fixtures, equipment and goods as defined in the Uniform Commercial Code (excluding, however, any and all motor vehicles), wherever located, and all related right, title and interest of Debtor, now owned or hereafter acquired or created, all proceeds and products of the foregoing and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein (collectively, the "Equipment").

d. All general intangibles as defined in the Uniform Commercial Code, choses in action, proceeds, contracts, distributions, dividends, refunds, security deposits, judgments, insurance claims, any right to payment of any nature, intellectual property rights or licenses, payment intangibles, licenses, tax refunds, any other rights or assets of Debtor customarily or for accounting purposes classified as general intangibles, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

e. All of the following (collectively, "Financial Obligations Collateral"):

i. Any and all promissory notes and instruments payable to or owing to Debtor or held by Debtor, whether now existing or hereafter created (collectively, the "Promissory Notes");

ii. Any and all leases under which Debtor is the lessor, whether now existing or hereafter created (collectively, the "Leases");

iii. Any and all chattel paper as defined in the Uniform Commercial Code (whether tangible or electronic) in favor of, owing to, or held by Debtor, including, without limitation, any and all conditional sale contracts or other sales agreements, whether Debtor is the original party or the assignee, whether now existing or hereafter created (collectively, the "Chattel Paper");

iv. Any and all security agreements, collateral and titles to motor vehicles which secure any of the foregoing obligations, whether now existing or hereafter created (collectively, the "Security Agreements Collateral"); and

v. All amendments, modifications, renewals, extensions, replacements, additions, and accessions to the foregoing and all proceeds thereof.

f. All deposit accounts as defined in the Uniform Commercial Code maintained by Debtor with Secured Party, including without limitation CD Account Number 70030015 with an approximate balance of $200,000.00, CD Account Number 70031922, with an approximate balance of $100,000.00, and all other checking accounts, savings accounts, money market accounts, certificates of deposit, balances, reserves, deposits, debts or any other amounts or obligations of Secured Party owing to Debtor, including, without limitation, all interest, dividends or distributions accrued or to accrue thereon, whether or not due, now existing or hereafter arising or created, and all proceeds thereof.

g. All investment property as defined in the Uniform Commercial Code, all interest, dividends or distributions accrued or to accrue thereon, whether or not due, now existing or hereafter arising or created, and all proceeds thereof.

h. All documents as defined in the Uniform Commercial Code, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof.

i. All letter of credit rights as defined in the Uniform Commercial Code (whether or not the letter of credit is evidenced by a writing), all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof.

j. All supporting obligations as defined in the Uniform Commercial Code, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof.

k. All of the following (collectively, "Intellectual Property"):

i. All patents and patent applications, domestic or foreign, including

without limitation all cash and non-cash proceeds thereof (such as, by way of example, income, license royalties, rights to payment, accounts and proceeds of infringement suits, all payments under insurance, whether or not Lender is the loss payee thereof, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral), all rights to sue for past, present and future infringements, all rights arising therefrom, pertaining or corresponding thereto throughout the world, and all reissues, divisions, renewals, extensions, continuations and continuations-in-part thereof (collectively, the "Patents");

ii. All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would void or invalidate such trademark, service mark or other mark), whether registered or unregistered and wherever registered, including without limitation the marks, names and applications described in Exhibit "A" which is attached hereto and incorporated herein by this reference, and also including without limitation all renewals thereof, all cash and non-cash proceeds thereof (such as, by way of example, income, license royalties, rights to payment, accounts and proceeds of infringement suits, all payments under insurance, whether or not Lender is the loss payee thereof, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral), all rights to sue for past, present and future infringements, all rights arising therefrom, pertaining or corresponding thereto throughout the world, and all reissues, renewals and extensions thereof, together with the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor, connected with and/or symbolized by any of the aforementioned properties and assets (collectively, the "Trademarks");

iii. All copyrights, copyright registrations and applications for copyright registrations, whether federal or foreign, including without limitation the copyrights and copyright registrations described in Exhibit "A" and all copyrights not registered in the United States Copyright Office, all rights and interests of every kind in such copyrights, copyright registrations and applications, and all works protectable by copyright, including all works based upon, incorporated in, derived from, incorporating or relating to any of the foregoing or from which any of the foregoing is derived, and also including without limitation all renewals and extensions thereof, and all cash and non-cash proceeds thereof (such as, by way of example, income, license royalties, rights to payment, accounts and proceeds of infringement suits, all payments under insurance, whether or not Lender is the loss payee thereof, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral), all rights to sue for past, present and future infringements, and all rights arising therefrom, pertaining or corresponding thereto throughout the world (collectively, the "Copyrights");

iv. All trade secrets and other proprietary information, now existing or created in the future, and all proceeds thereof (collectively, the "Trade Secrets");

v. All license agreements and contracts concerning patents, trademarks,

copyrights, and trade secrets now existing or created in the future, all amendments, modifications, and replacements thereof, all royalties and other amounts owing thereunder, and all proceeds thereof (collectively, the "Licenses");

vi. All internet domain names and addresses now existing or created in the future, and all proceeds thereof; and

vii. All documents, manuscripts, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the patents, trademarks, copyrights and trade secrets, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto

l. All attachments, accessions, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described in this section.

m. All products and produce of any of the property described in this section.

n. All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

o. All records and data relating to any of the property described in this section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all rights, titles, and interests in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Secured Party and Debtor acknowledge their mutual intent that all security interests contemplated herein are given as a contemporaneous exchange for new value to Debtor, regardless of when advances to Debtor are actually made or when the Collateral is acquired.

3. Debts Secured. The security interest granted by this Security Agreement shall secure all of Debtor's present and future debts, obligations, and liabilities of whatever nature to Secured Party, including, without limitation (a) the Note, and all renewals, extensions, modifications and replacements thereof (including any which increase the original principal amount), (b) all obligations of Debtor arising from or relating to the Loan and the Loan Documents, including, without limitation, this Security Agreement, (c) advances of the same kind and quality or relating to this transaction, (d) transactions in which the documents evidencing the indebtedness refer to this grant of security interest as providing security therefor, and (e) all overdrafts on any account of Debtor maintained with Secured Party, now existing or hereafter arising.

Secured Party and Debtor expressly acknowledge their mutual intent that the security interest created by this Security Agreement secure any and all present and future debts, obligations, and liabilities of Debtor to Secured Party without any limitation whatsoever.

4. Authorization to File Financing Statements. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State of Utah, or such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor and (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Debtor agrees to furnish any such information to Secured Party promptly upon Secured Party's request. Debtor also ratifies its authorization for Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

5. Location of Debtor and Collateral. Debtor represents and warrants that:

a. EDOC is a corporation organized and existing under the laws of the State of Utah, with its chief executive offices and all of its operations located at 380 East Main Street, Suite 110, Midway, Utah 84049;

b. As of June 25, 2007, EDOC is the surviving corporation of a merger between Reed Data, Inc., a California Corporation ("Reed Data"), and EDOC, as evidenced by the Articles of Merger, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference. Accordingly, the corporate existence of Reed Data has ceased and all assets and liabilities of Reed Data are vested in and enforceable against EDOC.

c. CU* Answers is a corporation organized and existing under the laws of the State of Michigan, with its chief executive offices and all of its operations located at 6000 28th Street SE, Suite 100, Grand Rapids, Michigan 49546.

Debtor agrees that it will not change its name, state of organization and incorporation, type of business entity, or address(es) without giving Secured Party at least thirty (30) days prior written notice thereof. Debtor further agrees that except in the ordinary course of business, Debtor will keep the Collateral at the addresses listed in this paragraph 5 or at such other addresses as are acceptable to and approved by Secured Party.

6. Representations and Warranties Concerning Collateral. Debtor represents and warrants that:

a. Debtor is the sole owner of the Collateral.

b. The Collateral is not subject to any security interest, lien, prior assignment, or other encumbrance of any nature whatsoever except Permitted Encumbrances.

c. The Accounts are each a bona fide obligation of the obligor identified therein for the amount identified in the records of Debtor, except for normal and customary disputes which arise in the ordinary course of business and which do not affect a material portion of the Accounts.

d. To the best knowledge of Debtor, there are no defenses or setoffs to payment of the Accounts which can be asserted by way of defense or counterclaim against Debtor or Secured Party, except for normal and customary disputes which arise in the ordinary course of business and which do not affect a material portion of the Accounts.

e. There is presently no default or delinquency in any payment of the Accounts except for any default or delinquency which has been reserved against by Debtor in accordance with generally accepted accounting principles and, except for normal and customary disputes which arise in the ordinary course of business and which do not affect a material portion of the Accounts.

f. Debtor has no knowledge of any fact or circumstance which would materially impair the ability of any obligor on the Accounts to timely perform its obligations thereunder, except those which arise in the ordinary course of business and which do not affect a material portion of the Accounts.

g. Any services performed or goods sold giving rise to the Accounts have been rendered or sold in compliance with applicable laws, ordinances, rules, and regulations and in the ordinary course of Debtor's business.

h. There have been no extensions, modifications, or other agreements relating to payment of the Accounts, except those granted in the ordinary course of business and which do not affect a material portion of the Accounts.

i. The Promissory Notes, Leases, Chattel Paper, and Security Agreements Collateral are bona fide obligations of the obligors identified therein for the amount identified therein or as otherwise disclosed in writing to Secured Party by Debtor, except for normal and customary disputes which arise in the ordinary course of business and which do not affect a material portion of such obligations.

j. To the best knowledge of Debtor, there are no defenses or setoffs to payment of the Promissory Notes, Leases, Chattel Paper, and Security Agreements Collateral which can be asserted by way of defense or counterclaim against Debtor or Secured Party, except for normal and customary disputes which arise in the ordinary course of business and which do not affect a material portion of such obligations.

k. There is presently no default or delinquency in any payment of the Promissory Notes, Leases, Chattel Paper, and Security Agreements Collateral, except for normal and customary disputes which arise in the ordinary course of business and which do not affect a material portion of such obligations.

l. Debtor has no knowledge of any fact or circumstance which would materially impair the ability of any obligor on the Promissory Notes, Leases, Chattel Paper, and Security Agreements Collateral to timely perform its obligations thereunder, except those which arise in the ordinary course of business and which do not affect a material portion of such obligations.

m. Any services performed or goods sold giving rise to the Promissory Notes, Leases, Chattel Paper, and Security Agreements Collateral have been rendered or sold in compliance with applicable laws, ordinances, rules, and regulations.

n. There have been no extensions, modifications, or other agreements relating to payment of the Promissory Notes, Leases, Chattel Paper, and Security Agreements Collateral except as shown upon the face thereof or as otherwise disclosed in writing to Secured Party by Debtor, except those granted in the ordinary course of business and which do not affect a material portion of such obligations.

7. Covenants Concerning Collateral. Debtor covenants that:

a. Debtor will keep the Collateral free and clear of any and all security interests, liens, assignments or other encumbrances, except Permitted Encumbrances.

b. Debtor agrees to execute and deliver any applications for certificates of title, certificates of title, and other documents (properly endorsed, if necessary) reasonably requested by Secured Party for perfection or enforcement of any security interest or lien, and to give good faith, diligent cooperation to Secured Party, and to perform such other acts reasonably requested by Secured Party for perfection and enforcement of any security interest or lien created hereunder, including, without limitation, obtaining control for purposes of perfection with respect to Collateral consisting of deposit accounts, investment property, letter-of-credit rights, and electronic chattel paper. Secured Party is authorized to file, record, or otherwise utilize such documents as it deems necessary to perfect and/or enforce any security interest or lien granted hereunder.

c. Debtor shall keep the Equipment in good repair, ordinary wear and tear and obsolescence excepted. Debtor shall pay when due all taxes, license fees and other charges on the Equipment. Debtor shall not sell, misuse, conceal, or in any way dispose of the Equipment or permit it to be used unlawfully or for hire or contrary to the provisions of any insurance coverage. Risk of loss of the Equipment shall be on Debtor at all times unless Secured takes possession of the Equipment. Loss of or damage to the Equipment or any part thereof shall not release Debtor from any of the obligations secured by the Equipment. Secured Party or its representatives may, at any time and from time to time upon reasonable notice to Debtor, enter any premises owned or leased by Debtor where the Equipment is located and inspect, audit and check the Equipment.

d. Debtor agrees to insure the Equipment, at Debtor's expense, against loss, damage, theft, and such other risks as Secured Party may reasonably request to the full insurable value thereof with insurance companies and policies reasonably satisfactory to Secured Party. Proceeds from such insurance shall be payable to Secured Party as its interest may appear and such policies shall provide for a minimum ten days written cancellation notice to Secured Party. Upon request, policies or certificates attesting to such coverage shall be delivered to Secured Party. Insurance proceeds may be applied by Secured Party toward payment of any obligation secured by this Security Agreement, whether or not due, in such order of application as Secured Party may elect.

e. Debtor agrees to insure the Inventory, at Debtor's expense, against loss, damage, theft, and such other risks as Secured Party may request to the full insurable value thereof with insurance companies and policies reasonably satisfactory to Secured Party. Proceeds from such insurance shall be payable to Secured Party as its interest may appear and such policies shall provide for a minimum ten days written cancellation notice to Secured Party. Upon request, policies or certificates attesting to such coverage shall be delivered to Secured Party. Insurance proceeds may be applied by Secured Party toward payment of any obligation secured by this Security Agreement, whether or not due, in such order of application as Secured Party may elect.

f. Debtor shall submit to Secured Party reports as to the Inventory and the Accounts at such times and in such form as Secured Party may reasonably request. Debtor will at all times keep accurate and complete records of the Inventory and the Accounts. Secured Party or its representatives may, at any time and from time to time, enter any premises where the Inventory and the records pertaining to the Accounts are located and inspect, audit, check, copy, and otherwise review the Inventory and the Accounts.

g. So long as Debtor is not in default hereunder or under any obligation secured hereby, Debtor shall have the right to sell or otherwise dispose of the Inventory in the ordinary course of business. No other disposition of the Inventory may be made without the prior written consent of Secured Party.

h. All proceeds from the sale or other disposition of the Collateral, including without limitation the Inventory and Accounts, and all collections and other proceeds therefrom shall, at Secured Party's request, be deposited into an account designated by Secured Party (the "Cash Collateral Account"), which account shall be under the sole and exclusive control of Secured Party. Such proceeds and collections shall not be commingled with any other funds and shall be promptly and directly deposited into such account in the form in which received by Debtor. Such proceeds and collections shall not be deposited in any other account and such Cash Collateral Account shall contain no funds other than such proceeds and collections. All or any portion of the funds on deposit in such Cash Collateral Account may, in the sole discretion of Secured Party, be applied from time to time as Secured Party elects to payment of obligations secured by this Security Agreement or Secured Party may elect to turn over to Debtor, from time to time, all or any portion of said funds.

i. Debtor agrees to use diligent and good faith efforts to collect the Accounts.

Debtor is authorized to collect the Accounts in a commercially reasonable manner. Secured Party, in its sole discretion, may terminate such authority whereupon Secured Party is authorized by Debtor, without further act, to notify any and all account debtors to make payment thereon directly to Secured Party, and to take possession of all proceeds from the Accounts, and to take any action which Debtor might or could take to collect the Accounts, including the right to make any compromise, discharge, or extension of the Accounts. Upon request of Secured Party, Debtor agrees to execute and deliver to Secured Party a notice to Debtor's account debtors instructing said account debtors to pay Secured Party. Debtor further agrees to execute and deliver to Secured Party all other notices and similar documents reasonably requested by Secured Party to facilitate collection of the Accounts.

j. All costs of collection of the Accounts, including attorneys fees and legal expenses, shall be borne solely by Debtor, whether such costs are incurred by or for Debtor or Secured Party. In the event Secured Party elects to undertake direct collection of the Accounts, Debtor agrees to deliver to Secured Party, if so requested, all books, records, and documents in Debtor's possession or under its control as may relate to the Accounts or as may be helpful to facilitate such collection. Secured Party shall have no obligation to cause an attorneys demand letter to be sent, to file any lawsuit, or to take any other legal action in collection of the Accounts. It is agreed that collection of the Accounts in a commercially reasonable manner does not require that any such legal action be taken.

k. Debtor does hereby make, constitute, and appoint Secured Party and its designees as Debtor's true and lawful attorney in fact, with full power of substitution, such power to be exercised in the following manner: (1) Secured Party may receive and open all mail addressed to Debtor and remove therefrom any cash, notes, checks, acceptances, drafts, money orders or other instruments in payment of the Accounts; (2) Secured Party may cause mail relating to the Inventory and Accounts to be delivered to a designated address of Secured Party where Secured Party may open all such mail and remove therefrom any cash, notes, checks, acceptances, drafts, money orders, or other instruments in payment of the Accounts; (3) Secured Party may endorse Debtor's name upon such notes, checks, acceptances, drafts, money orders, or other forms of payment; (4) Secured Party may settle or adjust disputes or claims in respect to the Accounts for amounts and upon such terms as Secured Party, in its sole discretion and in good faith, deems to be advisable, in such case crediting Debtor with only the proceeds received and collected by Secured Party after deduction of Secured Party's costs, including reasonable attorneys fees and legal expenses; and (5) Secured Party may do any and all other things necessary or proper to carry out the intent of this Security Agreement and to perfect and protect the liens and rights of Secured Party created under this Security Agreement.

l. Debtor agrees to use diligent and good faith efforts to collect the Promissory Notes, Leases, Chattel Paper, and Security Agreements Collateral. Debtor is authorized to collect that Collateral in a commercially reasonable manner. Upon written notice by Secured Party to Debtor, Secured Party may at any time terminate such authority. Upon such termination, Secured Party is authorized by Debtor, without further act, to notify any and all obligors on that Collateral to make payment thereon directly to Secured Party, to take possession of all proceeds from any such payments, and to take any action which Debtor might or could take to collect that Collateral, including the right to make any compromise, discharge or extension of that Collateral. Secured Party may exercise such

collection rights at any time, whether or not Debtor is in default under this Security Agreement. Upon request of Secured Party, Debtor agrees to execute and deliver to Secured Party a notice to the obligors on that Collateral instructing said obligors to pay Secured Party. Debtor further agrees to execute and deliver to Secured Party all other notices and similar documents reasonably requested by Secured Party to facilitate collection of that Collateral.

Debtor hereby irrevocably makes, constitutes, and appoints Secured Party and its designees as Debtor's true and lawful attorney in fact, with full power of substitution, to endorse Debtor's name upon checks, drafts, money orders, or other forms of payment of the Promissory Notes, Leases, Chattel Paper, and Security Agreements Collateral or on any other documents relating to collection of that Collateral.

All costs of collection of the Promissory Notes, Leases, Chattel Paper, and Security Agreements Collateral, including attorneys fees and legal expenses, shall be borne solely by Debtor, whether such costs are incurred by or for Debtor or Secured Party. In the event Secured Party elects to undertake direct collection of that Collateral pursuant to the terms of this Security Agreement, Debtor agrees to deliver to Secured Party, upon request, all books, records, and documents in Debtor's possession or under its control as may relate to that Collateral or as may be helpful to facilitate such collection.

m. Immediately upon execution of this Security Agreement, Debtor shall deliver to Secured Party all Promissory Notes and Chattel Paper. Upon creation of any Promissory Notes or Chattel Paper in the future, immediately upon creation Debtor shall deliver the Promissory Notes and Chattel Paper to Secured Party.

n. Debtor shall, immediately upon obtaining knowledge thereof, report to Secured Party in writing any default on any item of Promissory Notes, Leases, Chattel Paper, and Security Agreements Collateral, any material claim or dispute asserted by any obligor on any item of that Collateral, and any other material matters that may affect the value, enforceability or collectability of any of that Collateral.

o. Debtor shall not, without Secured Party's written consent, make any material settlement, compromise or adjustment of any item of Promissory Notes, Leases, Chattel Paper, and Security Agreements Collateral or grant any material discounts, extensions, allowances or credits thereon.

p. Debtor will at all times keep accurate and complete records as to the Promissory Notes, Leases, Chattel Paper, and Security Agreements Collateral and payments thereon and will allow Secured Party or its representatives, at any time and from time to time upon reasonable notice to Debtor, to inspect, audit, check, copy and otherwise review those records.

8. Right to Perform for Debtor. Secured Party may, in its sole discretion and without any duty to do so, elect to discharge taxes, tax liens, security interests, or any other encumbrance upon the Collateral, perform any duty or obligation of Debtor, pay filing, recording, insurance and other

charges payable by Debtor, or provide insurance as provided herein if Debtor fails to do so. Any such payments advanced by Secured Party shall be repaid by Debtor upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.

9. Default. Time is of the essence of this Security Agreement. The occurrence of any of the following events shall constitute a default under this Security Agreement:

a. Any representation or warranty made by Debtor in this Security Agreement is materially false or materially misleading when made;

b. Debtor fails in the payment or performance of any obligation, covenant, agreement or liability created by or arising from or secured by or otherwise related to this Security Agreement and the same is not cured within the cure periods set forth in the Loan Documents;

c. A significant number of the Accounts or a significant amount owing on the Accounts becomes delinquent or uncollectible; or

d. An Event of Default occurs.

No course of dealing or any delay or failure to assert any default shall constitute a waiver of that default or of any prior or subsequent default.

10. Remedies. Upon the occurrence of any default under this Security Agreement, Secured Party shall have the following rights and remedies, in addition to all other rights and remedies existing at law, in equity, or by statute or provided in the Loan Documents:

a. Secured Party shall have all the rights and remedies available under the Uniform Commercial Code;

b. Secured Party shall have the right to enter upon any premises leased or owned by Debtor where the Collateral or records relating thereto may be and take possession of the Collateral and such records;

c. Upon request of Secured Party, Debtor shall, at the expense of Debtor, assemble the Collateral and records relating thereto at a place designated by Secured Party and tender the Collateral and such records to Secured Party;

d. Without notice to Debtor, Secured Party may obtain the appointment of a receiver of the business, property and assets of Debtor and Debtor hereby consents to the appointment of Secured Party or such person as Secured Party may designate as such receiver; and

e. Secured Party may sell, lease or otherwise dispose of any or all of the Collateral and, after deducting the Liquidation Costs, apply the remainder to pay, or to hold as a reserve against, the obligations secured by this Security Agreement.

Debtor shall be liable for all deficiencies owing on any obligations secured by this Security Agreement after liquidation of the Collateral. Secured Party shall not have any obligation to clean-up or otherwise prepare any Collateral for sale, lease, or other disposition.

The rights and remedies herein conferred are cumulative and not exclusive of any other rights and remedies and shall be in addition to every other right, power and remedy herein specifically granted or hereafter existing at law, in equity, or by statute which Secured Party might otherwise have, and any and all such rights and remedies may be exercised from time to time and as often and in such order as Secured Party may deem expedient. No delay or omission in the exercise of any such right, power or remedy or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver thereof or of any default or to be an acquiescence therein.

In the event of breach or default under the terms of this Security Agreement, Debtor agrees to pay all costs and expenses, including reasonable attorneys fees and legal expenses, incurred by or on behalf of Secured Party in enforcing, or exercising any remedies under, this Security Agreement, and any other rights and remedies. Additionally, Debtor agrees to pay all Liquidation Costs. Any and all such costs, expenses, and Liquidation Costs shall be payable by Debtor upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.

Regardless of any breach or default, Debtor agrees to pay all expenses, including reasonable attorneys fees and legal expenses, incurred by Secured Party in any bankruptcy proceedings of any type involving Debtor, the Collateral, or this Security Agreement, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

11. Notices. All notices or demands by any party hereto shall be in writing and shall be sent as provided in the Loan Agreement.

12. Indemnification. Debtor shall indemnify Secured Party for any and all claims and liabilities, and for damages which may be awarded or incurred by Secured Party, and for all reasonable attorney fees, legal expenses, and other out-of-pocket expenses incurred in defending such claims, arising from or related in any manner to the negotiation, execution, or performance by Secured Party of this Security Agreement, but excluding any such claims based upon breach or default by Secured Party or gross negligence or willful misconduct of Secured Party.

Secured Party shall have the sole and complete control of the defense of any such claims. Secured Party is hereby authorized to settle or otherwise compromise any such claims as Secured Party in good faith determines shall be in its best interests.

13. General. This Security Agreement is made for the sole and exclusive benefit of Debtor and Secured Party and is not intended to benefit any third party. No such third party may claim any right or benefit or seek to enforce any term or provision of this Security Agreement.

In recognition of Secured Party's right to have all its attorneys fees and expenses incurred in connection with this Security Agreement secured by the Collateral, notwithstanding payment in full of the obligations secured by the Collateral, Secured Party shall not be required to release, reconvey, or terminate any security interest in the Collateral unless and until Debtor and all Guarantors have executed and delivered to Secured Party general releases in form and substance satisfactory to Secured Party.

Secured Party and its officers, directors, employees, representatives, agents, and attorneys, shall not be liable to Debtor for consequential damages arising from or relating to any breach of contract, tort, or other wrong in connection with or relating to this Security Agreement or the Collateral.

If the incurring of any debt by Debtor or the payment of any money or transfer of property to Secured Party by or on behalf of Debtor should for any reason subsequently be determined to be "voidable" or "avoidable" in whole or in part within the meaning of any state or federal law (collectively "voidable transfers"), including, without limitation, fraudulent conveyances or preferential transfers under the United States Bankruptcy Code or any other federal or state law, and Secured Party is required to repay or restore any voidable transfers or the amount or any portion thereof, or upon the advice of Secured Party's counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys fees of Secured Party related thereto, the liability of Debtor, and each of them, and this Security Agreement, shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made.

This Security Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

All references in this Security Agreement to the singular shall be deemed to include the plural if the context so requires and vice versa. References in the collective or conjunctive shall also include the disjunctive unless the context otherwise clearly requires a different interpretation.

All agreements, representations, warranties and covenants made by Debtor shall survive the execution and delivery of this Security Agreement, the filing and consummation of any bankruptcy proceedings, and shall continue in effect so long as any obligation to Secured Party contemplated by this Security Agreement is outstanding and unpaid, notwithstanding any termination of this Security Agreement. All agreements, representations, warranties and covenants in this Security Agreement shall bind the party making the same and its heirs and successors, and shall be to the benefit of and

be enforceable by each party for whom made and their respective heirs, successors and assigns.

All obligations of Debtor under this Security Agreement shall be joint and several.

This Security Agreement, together with the Loan Documents, constitute the entire agreement between Debtor and Secured Party as to the subject matter hereof and may not be altered or amended except by written agreement signed by Debtor and Secured Party. All other prior and contemporaneous agreements, arrangements, and understandings between the parties hereto as to the subject matter hereof are, except as otherwise expressly provided herein, rescinded.

This Security Agreement shall become effective only upon signature by all Parties. This Security Agreement and/or facsimile copies of this Security Agreement may be signed in counterparts by one or more of the Parties, all of which (this original Security Agreement and one or more facsimile copies of this Security Agreement, including facsimile copies of signatures), taken together, shall constitute signature of this Security Agreement. Once effective, this Security Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective assigns, heirs and other successors-in-interest.

Dated: August 9 JHW, 2007.

DEBTOR:

EDOC INNOVATIONS, INC.

By: _____
Bret D. Weekes, President

CU* Answers, Inc.

By: _____
Randy Karnes, Chief Executive Officer

SECURED PARTY:

Bank of American Fork

By: _____
Julie H. Wilson, Vice President

G:\Customers\Reed Data. Inc\Security Agreement of eDOC Innovations, Inc

Exhibit A

EDOC INNOVATIONS, INC.:

Patents, Trademarks and Copyrights of the Company

Registered Trademark in 2020DOC (Registration No. 2,763,140)
Registered Trademark in 2020COLD (Registration No. 2,521,921)
Registered Trademark in Email-4-Statements (Registration No. 2,661,332)
Common Law Trademark in REED RDI DATA (stylized)
Common Law Trademark in 2020eDoc
Common Law Trademark in ProDoc
Common Law Trademark in eDocTALK
Common Law Trademark in iSync
Common Law Trademark in IDVCapture
Common Law Trademark in Renamer
Common Law Trademark in IntelliSync
Common Law Trademark in Lazerus
Common Law Trademark in DocLogic Desktop
Common Law Trademark in 2020iDoc
Common Law Trademark in DocLogic^2
Common Law Copyright in 2020DOC
Common Law Copyright in 2020COLD
Common Law Copyright in ProDoc – Forms
Common Law Copyright in ProDoc – Receipts
Common Law Copyright in 2020eDoc
Common Law Copyright in 2020iDoc
Common Law Copyright in Renamer
Common Law Copyright in IntelliSync
Common Law Copyright in IDVCapture
Common Law Copyright in Lazerus
Common Law Copyright in 2020COLD – Reports
Common Law Copyright in 2020COLD – Statements
Common Law Copyright in Email-4-Statements
Common Law Copyright in DocLogic^2 Desktop

Intellectual Property License Agreements

1. American Marketing Group Recruiting Agreement, dated 11/19/2004.
2. American Marketing Group VAR Agreement, dated 11/19/2004.
3. American Marketing Group VAR Territory RecruitingAgreement, dated 11/19/2004.
4. Amtek Distributor Agrement, dated 1/30/2003.
5. Automotive Document Management, LP VAR Agreement, dated 2/28/2005.
6. Car Doc Technology VAR Agreement, dated 9/24/2004.
7. CU Images Software License Agreement, dated 6/14/2002.
8. CU Processing Optical Archiving Software & Consulting Agreement, dated 12/16/1996.
9. eTramway Joint Development Agreement - & Termination, dated approximately 12/9/2005.
10. Eventix Engagement Software License Agreement, dated 9/26/2003.
11. Financial Statement Services Inc. Strategic Partnership Agreement, dated 3/15/2005.
12. Independent Dealer Solutions Promotion Agreement, dated 1/10/2005.
13. Independent Dealer Solutions VAR Agreement, dated 2/1/2005.
14. Indirect Lending Technologies LLC VAR Mutual Endorsement Agreement, dated 3/12/2005.
15. Interact Commerce Corporation Sofware License Agreement, dated 9/2/2003.
16. JC Enterprises VAR Agreement, dated 8/13/2004.
17. Liberty Settlement Agreement, dated 11/29/2004.
18. Liberty Strategic Partnership Agreement, dated 1/16/2002.
19. Liberty Web Hosting Agreement, dated 8/7/2002.
20. MeridianLink Software Marketing and Distribution Agreement, dated 10/29/2004.
21. MySQL VAR Agreement, dated 10/31/2004.
22. Optimum systems Strategic Partneship Agreement, dated 2/7/2003.
23. Premier Internet Distributor Agreement, dated 12/23/2004.
24. Premier Internet Strategic Partnership Agreement, dated 4/29/2003.
25. Premier Internet VAR Agreement, dated 8/13/2004.
26. R.Net VAR Agreement, dated, 3/10/2005.
27. re:Member Data Strategic partnership Agreement, dated 4/15/2002.
28. Samba Promoting Agreemetn, dated 5/6/2005.
29. SoftDOC Software License and Support Agreement, dated 3/27/2003.
30. SOS Computer Systems Non-disclosure Agreement, dated 7/15/2000.
31. SOSystems Strategic Partnership Agreement, dated 7/1/2001.
32. Starr Consulting VAR Agreement, dated 3/2/2005.
33. Stewart Consulting VAR Agreement, dated 8/13/2004.
34. Streamline Solutions LLC VAR Agreement, dated 9/24/2004.
35. Virtual Motors Mutual Endorsement Agreement, dated 6/5/2005.
36. Adobe Acrobat SDK
37. (TurboPower) Async Pro
38. Binary Magic (CD Burner)
39. CGIExpert
40. Cryptor
41. (Borland) Delphi 5,6,7,8
42. DynaZip
43. Envision
44. IP Works
45. IP Works SSL
46. (TurboPower) LockBox II (I think this was put out in the public domain a year or so ago, but we have a license)
47. (Corel) Paradox 8

48. Pegasus
49. Preview
50. Ranger
51. Rubicon (Version 4.x only – being phased out)
52. (@Pos) SigBox
53. (Topaz) SigPlus
54. SwiftView
55. TwainPro
56. (MicroSoft) Visual Studio, Visual Basic, C++, C#
57. (Wolf2Woll) InfoPower

Exhibit A (continued)

CU*Answers, Inc.:

Applicant	Reg No/Serial No.	Mark	Date Registered	Sections 8&15 Affidavits	Status
CU* ANSWERS		CU*			To be applied for
CU* ANSWERS	2678721 76/109059	CU* ANSWERS	1/21/2003	Betw. 1/21/08 and 1/21/09	
CU* ANSWERS	78/549827	CU* ANSWERS & DESIGN			ROA due 10/05/06
CU* ANSWERS	2033076 74/719245	CU BASE	1/21/1997	Accepted & acknowledged Section 8 & 15	Renewal betw. 1/21/06 & 1/21/07
CU* ANSWERS	78/605,749	CU CHECK			ROA due 10/14/06
CU * ANSWERS	2326398 75/668602	CU (check) & Design	3/7/2000	Accepted and Acknowledged	Renewal b/w 3/7/2009 & 3/7/2010
CU* ANSWERS	78/605,776	CU √			Common Law
CU* ANSWERS	78/647024	CU Northwest			
CU* ANSWERS		CU* South			To be applied for
CU* ANSWERS	2415214 75/673302	CU SPY	12/26/2000	Betw. 12/26/2005 and 12/26/2006	Abandon at client's request
CU* ANSWERS	2456683 75/668603	CU TALK	6/5/2001	Betw. 6/5/06 and 6/5/07	
CU* ANSWERS	76/545118	THE EARNINGS EDGE			Third Extension Filed, SOU DUE 9/24/06
CU* ANSWERS	78/549797	CU QUESTIONS & DESIGN			ROA due 10/05/06
CU* ANSWERS	MI M00-150	CU @ Home			Renewal between 9/12/08 & 9/12/09

EXHIBIT B

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
And approved on this 26th day of June 2007
In this office of this Division and Hereby issued
this Certificate thereof.
Examiner _____ Date 8/9/07
Kathy Berg
Division Director

MERGER

ARTICLES OF MERGER

For the Merger of

REED DATA, INC. 6257690-0143
(a California Corporation)

Into

EDOC INNOVATIONS, INC. 6637531-0142
(a Utah Corporation)

These Articles of Merger are filed by eDOC Innovations, Inc., a Utah corporation ("EDI"), pursuant to Section 16-10a-1105 of the Utah Revised Business Corporation Act (the "Act") as the surviving corporation of a merger (the "Merger") between EDI and Reed Data, Inc., a California corporation ("RDI").

ARTICLE I: Plan of Merger. The terms of the Plan of Merger governing the Merger are as follows:

A. RDI shall merge into EDI effective June 25, 2007.

B. The surviving corporation after the Merger will be EDI. The separate corporate existence of RDI shall cease as of the effective date of the Merger.

C. Each issued share of stock of RDI shall, upon the effective date of the Merger, be converted into and exchanged solely for one fully paid and non-assessable share of stock of EDI, which share of stock shall be of the same class and series as the converted share. Each issued share of stock of EDI outstanding immediately prior to the Merger shall be cancelled and no consideration shall be delivered in exchange therefor.

D. Upon the effective date of the Merger, all of the assets and liabilities of RDI shall vest in and shall be enforceable against EDI as described in Section 16-10a-1106 of the Act.

Date: 05/28/2007
Receipt Number: 2164725
Amount Paid: $37.00

ARTICLE II: Shareholder Approval. Pursuant to Section 16-10a-1104(3) of the Act, approval of the shareholders of EDI was not required for the Merger. Approval of the shareholders of RDI was required for the Merger. RDI has two class of shares outstanding, designated as Common Stock and Series A Preferred Stock respectively. All 6,163,265 outstanding shares of Common Stock and 13,333,137 of Series A Preferred Stock were entitled to vote on the approval of the proposed Merger. All 6,163,265 outstanding shares of Common Stock and 13,333,137 of Series A Preferred Stock shares of RDI were voted in favor of the Merger.

RECEIVED

ARTICLE III: Parent Merged Into Subsidiary. The Merger is effected pursuant to Section 16-10a-1104 of the Act. Immediately prior to the Merger, RDI owned one hundred percent (100%) of the outstanding shares of stock of EDI.

ARTICLE IV: Effective Date. The effective date of the Merger shall be June ___, 2007. The effective date complies with the requirements of Section 16-10a-1105(2) of the Act.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of EDOC INNOVATIONS, Inc.

EDOC INNOVATIONS, INC.
a Utah corporation

By: _____
Name: Russell B. Weekes
Title: Authorized Person

EXHIBIT A

Plan and Agreement of Merger

[see attached]

PLAN AND AGREEMENT OF MERGER

OF

EDOC INNOVATIONS, INC.
(a Utah corporation)

AND

REED DATA, INC.
(a California corporation)

PLAN AND AGREEMENT OF MERGER entered into on June 25, 2007, by eDOC Innovations, Inc. ("UCo"), a business corporation of the State of Utah, and approved by resolution adopted by its Board of Directors on June 15 2007, and entered into on June 25, 2007, by REED DATA, Inc. ("CalCo"), a business corporation of the State of California, and approved by resolution adopted by its Board of Directors on June 15 2007.

WHEREAS, UCo is a business corporation of the State of Utah with its principal office therein located at 380 East Main Street, Suite 110, Midway, Utah 84049; and

WHEREAS, UCo has authority to issue two (2) classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the corporation is authorized to issue is twenty million (20,000,000). Twelve Million Five Hundred Thousand (12,500,000) shares shall be Common Stock, with a par value of $0.001. Seven Million Five Hundred Thousand (7,500,000) shares shall be Preferred Stock, no par value; and

WHEREAS, CalCo is a business corporation of the State of California with its registered office therein located at 3255 W March LN #310, in the City of Stockton. The name of its registered agent at such address is George V Hartman; and

WHEREAS, CalCo has authority to issue two (2) classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the corporation is authorized to issue is twenty million (20,000,000). Twelve Million Five Hundred Thousand (12,500,000) shares shall be Common Stock, with a par value of $0.001. Seven Million Five Hundred Thousand (7,500,000) shares shall be Preferred Stock, no par value; and

WHEREAS, the California Corporations Code ("CCC") permits a merger of a business corporation of the State of California with and into a business corporation of another jurisdiction; and

WHEREAS, the Utah Revised Business Corporation Act ("URBCA") permits the merger of a business corporation of another jurisdiction with and into a business corporation of the State of Utah; and

WHEREAS, UCo and CalCo and the respective Boards of Directors thereof deem it advisable and to the advantage, welfare, and best interests of said corporations and their respective stockholders to merge UCo with and into CalCo pursuant to the provisions of the URBCA and pursuant to the provisions of the CCC upon the terms and conditions hereinafter set forth;

WHEREAS, it the intention of the UCo and CalCo that, for United States federal income tax purposes, the Merger qualify as a reorganization under Section 368(a)(1)(A) and (F) of the Internal

Revenue Code of 1986, as amended, and that these Resolutions and Plan of Merger (these "Resolutions") constitute a Plan of Reorganization within the meaning of Treasury Regulation Section 1.368-2(g).

NOW, THEREFORE, in consideration of the promises and of the mutual agreement of the parties hereto, being thereunto duly entered into by UCo and approved by a resolution adopted by its Board of Directors and by its Stockholders and being thereunto duly entered into by CalCo and approved by a resolution adopted by the Board of Directors and by its Stockholders, the Plan and Agreement of Merger and the terms and conditions thereof and the mode of carrying the same into effect are hereby determined and agreed upon as hereinafter in this Plan and Agreement set forth.

1. UCo and CalCo shall, pursuant to the provisions of the URBCA and to the provisions of the CCC, be merged with and into a single corporation, to wit, eDOC Innovations, Inc., a Utah corporation, which shall be the surviving corporation from and after the effective time of the merger, and which is sometimes hereinafter referred to as the "surviving corporation," and which shall exist as said surviving corporation under its present name pursuant to the provisions of the URBCA. The separate existence of CalCo, which is hereinafter sometimes referred to as the "terminating corporation," shall cease at said effective time in accordance with the provisions of the CCC.

2. Annexed hereto and made a part hereof is a copy of the Certificate of Incorporation of UCo, as the same shall be in force and effect in the State of Utah at the effective time of the merger herein provided for, and the Certificate of Incorporation shall continue to be the Certificate of Incorporation of the surviving corporation until amended and changed pursuant to the provisions of the URBCA.

3. The present bylaws of UCo will be the bylaws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the URBCA.

4. The directors and officers in office of UCo at the effective time of the merger shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.

5. Each issued share of stock of CalCo shall, at the time of the merger, be converted into and exchanged solely for one fully paid and non-assessable share of stock of the UCo, which share of stock shall be of the same class and series as the converted share. Each issued share of CalCo shall be cancelled and no consideration shall be delivered in exchange therefor.

6. In the event that this Plan and Agreement of Merger shall have been fully approved and adopted upon behalf of UCo in accordance with the provisions of the URBCA and upon behalf of CalCo in accordance with the provisions of the CCC, the said corporations agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Utah and by the laws of the State of California, and that they will cause to be performed all necessary acts within the State of Utah and the State of California and elsewhere to effectuate the merger herein provided for.

7. The Board of Directors and the proper officers of UCo and of CalCo are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers and documents which shall be or become necessary, proper or

convenient to carry out or put into effect any of the provisions of this Plan and Agreement of Merger or of the merger herein provided for.

8. This Plan and Agreement of Merger may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same Plan and Agreement of Merger.

The effective time of this Plan and Agreement of Merger, and the time at which the merger herein agreed shall become effective in the State of Utah shall be on the date and at the time of the later of (the "Effective Time") (a) the filing of an Officers' Certificate with these Resolutions attached with the Secretary of State of California, and (b) the filing of Articles of Merger with these Resolutions attached with the Secretary of State of Utah.

IN WITNESS WHEREOF, this Plan and Agreement of Merger is hereby executed upon behalf of each of the constituent corporations parties thereto.

Dated: June 25, 2007.

EDOC INNOVATIONS, INC.,
a Utah corporation

By: _____
Bret D. Weekes, President

REED DATA, INC.,
a California corporation

By: _____
Bret D. Weekes, President

ACTION BY UNANIMOUS WRITTEN CONSENT OF

THE DIRECTORS

OF

REED DATA, INC.

(Merger with Subsidiary)

June 15, 2007

Pursuant to and in accordance with the provisions of the California General Corporation Law, the undersigned, being the directors (the "Directors") of Reed Data, Inc., a California corporation (the "Company"), hereby adopt the Resolutions and Plan of Merger attached hereto as Exhibit A (the "Merger Resolutions") by unanimous written consent, as if taken by a unanimous vote of the Directors at a meeting at which the Directors were present.

Each of the, by his or her signature below, hereby (1) waives any and all notice of the time, place or purpose of a special meeting called for the purpose of voting on the Merger Resolutions; (2) consents to the transaction of the business set forth herein; (3) affirms that he has read the foregoing; and (4) approves, adopts and ratifies the Merger Resolution, all acts taken or authorized therein and all acts reasonably deemed necessary or desirable in connection therewith.

IN WITNESS WHEREOF, the undersigned has executed this Action By Unanimous Written Consent of the Board of Directors (Merger with Subsidiary) effective as of the date first set forth above.

Director:

Bret Weekes

Director:

Randy Karnes

Director:

Russell B. Weekes

Director:

Bob Frizzle

Director:

Jody Karnes

ACTION BY UNANIMOUS WRITTEN CONSENT OF

THE SHAREHOLDERS

OF

REED DATA, INC.

(Merger with Subsidiary)

June 25, 2007

Pursuant to and in accordance with the provisions of the California General Corporation Law, the undersigned, being the shareholders (the "Shareholders") of Reed Data, Inc., a California corporation (the "Company"), hereby approve the Plan and Agreement of Merger attached hereto as Exhibit A (the "Merger Resolutions") by unanimous written consent, as if taken by a unanimous vote of the Shareholders at a meeting at which the Shareholders were present.

Each of the, by his or her signature below, hereby (1) waives any and all notice of the time, place or purpose of a special meeting called for the purpose of voting on the Merger Resolutions; (2) consents to the transaction of the business set forth herein; (3) affirms that he has read the foregoing; and (4) approves, adopts and ratifies the Merger Resolution, all acts taken or authorized therein and all acts reasonably deemed necessary or desirable in connection therewith.

IN WITNESS WHEREOF, the undersigned has executed this Action By Unanimous Written Consent of the Shareholders (Merger with Subsidiary) effective as of the date first set forth above.

Shareholder:

Bret Weekes, A Vermont Resident

Shareholder:

Randy Karnes, CEO of CU*Answers, a Michigan Corporation

ACTION BY UNANIMOUS WRITTEN CONSENT OF

THE DIRECTORS

OF

EDOC INNOVATIONS, INC.

(Merger with Parent)

June 25, 2007

Pursuant to and in accordance with the provisions of the Utah Revised Business Corporation Act, the undersigned, being the directors (the "Directors") of eDOC Innovations, Inc., a Utah corporation (the "Company"), hereby adopt the Resolutions and Plan of Merger attached hereto as Exhibit A (the "Merger Resolutions") by unanimous written consent, as if taken by a unanimous vote of the Directors at a meeting at which the Directors were present.

Each of the, by his or her signature below, hereby (1) waives any and all notice of the time, place or purpose of a special meeting called for the purpose of voting on the Merger Resolutions; (2) consents to the transaction of the business set forth herein; (3) affirms that he has read the foregoing; and (4) approves, adopts and ratifies the Merger Resolution, all acts taken or authorized therein and all acts reasonably deemed necessary or desirable in connection therewith.

IN WITNESS WHEREOF, the undersigned has executed this Action By Unanimous Written Consent of the Board of Directors (Merger with Subsidiary) effective as of the date first set forth above.

Director:

Bret Weekes

Director:

Randy Karnes

Director:

Russell B. Weekes

Director:

Bob Frizzle

Director:

Jody Karnes

ACTION BY UNANIMOUS WRITTEN CONSENT OF

THE SHAREHOLDER

OF

EDOC INNOVATIONS, INC.

(Merger with Parent)

June 25, 2007

Pursuant to and in accordance with the provisions of the Utah Revised Business Corporation Act, the undersigned, being the sole shareholder (the "Shareholder") of eDOC Innovations, Inc., a Utah corporation (the "Company"), hereby approve the Plan and Agreement of Merger attached hereto as Exhibit A (the "Merger Resolutions") by unanimous written consent, as if taken by a unanimous vote of the Shareholders at a meeting at which the Shareholders were present.

Each of the, by his or her signature below, hereby (1) waives any and all notice of the time, place or purpose of a special meeting called for the purpose of voting on the Merger Resolutions; (2) consents to the transaction of the business set forth herein; (3) affirms that he has read the foregoing; and (4) approves, adopts and ratifies the Merger Resolution, all acts taken or authorized therein and all acts reasonably deemed necessary or desirable in connection therewith.

IN WITNESS WHEREOF, the undersigned has executed this Action By Unanimous Written Consent of the Shareholders (Merger with Subsidiary) effective as of the date first set forth above.

Shareholder:

Bret Weekes, CEO of Reed Data, Inc.,
a California Corporation

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certify that the foregoing has been filed and approved on this 21 day of June 2007 in this office of this Division and hereby issued This Certificate thereof.
Examiner GAP Date 6/15/07

Kathy Berg
Division Director

RECEIVED
JUN 01 2007
Utah State Tax Commission
160 East Center
Provo, Utah 84606

ARTICLES OF INCORPORATION OF EDOC INNOVATIONS, INC.

The undersigned person, being over the age of eighteen (18) years of age, acting as incorporator under the provisions of the Utah Revised Business Corporation Act (the "*Act*"), adopts the following Articles of Incorporation:

ARTICLE I

The name of this corporation is eDOC Innovations, Inc. (the "***Corporation***").

ARTICLE II

The Corporation is organized to engage in any lawful act or activity for which corporations may be organized under the Act.

ARTICLE III

The Coporation is authorized to issue two (2) classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the corporation is authorized to issue is twenty million (20,000,000). Twelve Million Five Hundred Thousand (12,500,000) shares shall be Common Stock, with a par value of $0.001. Seven Million Five Hundred Thousand (7,500,000) shares shall be Preferred Stock, no par value. The shares of Common Stock have all voting and other rights, preferences and limitations as are commonly provided under the California Corporations Code, subject to the provisions of these Articles of Incorporation. Holders of Common Stock shall be entitled to one vote for each share of stock owned on any matter submitted to a vote of the shareholders. The Preferred Stock may be issued from time to time in one or more series. The Company's Board of Directors (the "Board of Directors" or the "Board") is hereby authorized, to fix or alter the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions), redemption price or prices, and the liquidation preferences of any wholly unissued series of Preferred Stock, and the number of shares constituting any such series and the designation thereof, or any of them.

A. Authorized Number. Seven Million One Hundred Sixty Nine Thousand Eight Hundred Seventy Two (7,169,872) of the authorized shares of Preferred Stock, no par value, are hereby designated "Series A Preferred Stock" (the "Series A Preferred").

B. Designation. The rights, preferences, privileges, restrictions and other matters relating to the Series A Preferred are as follows:

1. Dividend Rights. Each holder of Series A Preferred shall be entitled to receive, when, as and if declared by the Board of Directors, dividends out of assets of the Company legally available therefore. No dividend may be paid on the Series A Preferred unless the Company simultaneously pays a dividend on the Common Stock in an amount per share of Common Stock equal to the per share dividend on the Series A Preferred.

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2. Voting Rights. Except as otherwise provided herein or as required by law, the Series A Preferred shall be voted equally with the shares of the Common Stock of the Company and not as a separate class, at any annual or special meeting of shareholders of the Company, and may act by written consent in the same manner as the Common Stock, in either case upon the following basis: each holder of shares of Series A Preferred shall be entitled to such number of votes as shall be equal to the such holder's number of shares of Series A Preferred immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent.

3. Liquidation Rights.

(a) Upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any Common Stock, the holders of Series A Preferred shall be entitled to be paid out of the assets of the Company an amount per share of Series A Preferred equal to the original issue price plus any unpaid accumulated dividends (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) for each share of Series A Preferred held by them. The foregoing is subject to the rights of the holders of Series A Preferred to convert the Series A Preferred into Common Stock prior to such event as permitted by Section 4(a) below.

(b) The following events shall be considered a liquidation under this Section 3:

(i) (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, in which the shareholders of the Company immediately prior to such consolidation, merger or reorganization, own less than fifty-one percent (51%) of the surviving or acquiring entity's voting power immediately after such consolidation, merger or reorganization, or (B) any transaction or series of related transactions in which capital stock of the Company is issued by the Company to a person or group of related persons (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended) and which results in such person or group of related persons acquiring in excess of fifty percent (50%) of the Company's outstanding voting power (collectively, an "Acquisition"); or

(ii) a sale, lease or other disposition of all or substantially all of the assets of the Company (an "Asset Transfer").

(c) If, upon any liquidation, distribution, or winding up, the assets of the Company shall be insufficient to make payment in full to all holders of Series A Preferred of the liquidation preferences set forth in Section 3(a) above, then such assets shall be distributed among the holders of Series A Preferred ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(d) For the purpose of calculating consideration under this Section 3, the consideration received by the Company for any Acquisition or Asset Transfer shall (i) to the extent it consists of cash, be computed at the net amount of cash received by the Company after deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Company in connection with such issue or sale, but without deduction of any expenses payable

by the Company, and (ii) to the extent it consists of property other than cash, be computed at the fair value of that property as determined in good faith by the Board of Directors.

4. Conversion.

(a) At any time a holder of Series A Preferred may convert some or all of their shares of Series A Preferred into Common Stock at a conversion ratio of 0.2789 shares of Common Stock for each share of Series A Preferred; provided, however that the conversion ration shall be 1.0 shares of Common Stock for each share of Series A Preferred if at the date of such conversion Mr. Bret D. Weekes is no longer employed by the Company for any reason. A holder may convert Series A Preferred into Common Stock pursuant to this paragraph at any time and from time to time by delivering to the Company a written and signed conversion notice, and the date any such conversion notice is delivered to the Company is the effective date of the conversion.

(b) Subject to subsections 4(e) and 4(f) below, effective July 1, 2007, 4,266,700 shares of Series A Preferred shall be automatically converted into 1,189,983 shares of Common Stock.

(c) Subject to subsections 4(e) and 4(f) below, effective July 1, 2008, 2,164,450 shares of Series A Preferred shall be automatically converted into 603,665 shares of Common Stock.

(d) Subject to subsections 4(e) and 4(f) below, effective July 1, 2009, 738,722 shares of Series A Preferred shall be automatically converted into 206,030 shares of Common Stock.

(e) If the Series A Preferred is held by more than one holder, then the specific shares of Series A Preferred to be redeemed shall be allocated pro rata between the holders of Series A Preferred based upon the relative number of shares of Series A Preferred held by such holders.

(f) No conversion pursuant to Section 4(b), 4(c) and/or 4(d) above shall occur if Mr. Bret D. Weekes is no longer employed by the Company for any reason as of the respective effective date specified in such subsection. The foregoing sentence shall not restrict the ability of a holder of Series A Preferred to convert into common stock pursuant to Section 4(a).

(g) If the Company, at any time while Series A Preferred is outstanding, (i) pays a stock dividend on its Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock (other than regular dividends on the Preferred Stock), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, or (iii) combines outstanding shares of Common Stock into a smaller number of shares, then in each such case the fixed conversion ratio then in effect shall be shall be divided by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution, and any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this paragraph occurs during the period that a conversion ratio is calculated hereunder, then the calculation of such conversion ratio shall be adjusted appropriately to reflect such event.

5. No Reissuance of Series A Preferred. No share or shares of Series A Preferred acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be reissued.

6. Reservation of Underlying Shares. The Company covenants that it will at all times reserve and keep available out of the aggregate of its authorized but unissued and otherwise unreserved Common Stock, solely for the purpose of enabling it to issue the number of underlying shares of Common Stock which are then issuable and deliverable upon the conversion of (and otherwise in respect of) all outstanding Preferred Stock (taking into account the adjustments of Section 4(g)), free from preemptive rights or any other contingent purchase rights of persons other than the holder. The Company covenants that all underlying shares so issuable and deliverable shall, upon issuance in accordance with the terms hereof, be duly and validly authorized, issued and fully paid and non-assessable.

ARTICLE IV

The name of the initial registered agent and the address of the initial registered office of the Corporation are:

Russell B. Weekes
380 East Main Street, Bldg B, Ste 110
Midway, Utah 84049

ARTICLE V

The name and address of the incorporator of the Corporation are:

Russell B. Weekes
380 East Main Street, Bldg B, Ste 110
Midway, Utah 84049

ARTICLE VI

To the fullest extent permitted by the Act or any other applicable law as now in effect or as it may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director.

Neither any amendment nor repeal of this Article VI, nor the adoption of any provision in these Articles of Incorporation inconsistent with this Article VI, shall eliminate or reduce the effect of this Article VI with respect to any matter occurring, or any cause of action, suit, or claim that, but for this Article VI, would accrue or arise, prior to such amendment, repeal, or adoption of an inconsistent provision.

ARTICLE VII

The name and address of the initial Director(s) of the Corporation are:

Bret D. Weekes
40 Court Street, # 210
Middlebury, Vermont 05753

Russell B. Weekes
923 Ledgestone Lane
Heber City, Utah 84032

Randy Karnes
6000 28th St. SE
Suite 100
Grand Rapids, MI 49546

Jody Karnes
2237 Stowevalley Dr SE
Kentwood, MI 49508

Bob Frizzle
1050 Huckleberry Lane SE
Grand Rapids, MI 49546

IN WITNESS WHEREOF, the undersigned person, being the incorporator of the Corporation, executes these Articles of Incorporation and certifies to the truth of the facts stated herein, this 1th day of June 2007.

Russell B. Weekes, Incorporator

Registered Agent Acceptance

The appointment of the undersigned as the initial registered agent of the Corporation is hereby accepted this 1th day of June 2007.

Russell B. Weekes