

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
PracticeOne LLC		12/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Gary Torgow		
Street Address:	611 Woodward, 5th Floor		
Internal Address:	Chase Tower		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2859384	PRACTICEONE	
Registration Number:	3634019	E-MEDSYS	
Serial Number:	77653179	OBAMEHR	
CORRESPONDENCE DATA			
Fax Number:	(248)351-3082		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(248) 727-1386		
Email:	jbisdorf@jaffelaw.com		
Correspondent Name:	Jeremy D. Bisdorf		
Address Line 1:	201 S. Main St., Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	PRACTI-ADVANC		
NAME OF SUBMITTER:	Jeremy D. Bisdorf		

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REEL: 004123 FRAME: 0122

Signature:	/jdb/
Date:	12/31/2009
<p>Total Attachments: 12</p> <p>source=Torgow Security Interest#page1.tif source=Torgow Security Interest#page2.tif source=Torgow Security Interest#page3.tif source=Torgow Security Interest#page4.tif source=Torgow Security Interest#page5.tif source=Torgow Security Interest#page6.tif source=Torgow Security Interest#page7.tif source=Torgow Security Interest#page8.tif source=Torgow Security Interest#page9.tif source=Torgow Security Interest#page10.tif source=Torgow Security Interest#page11.tif source=Torgow Security Interest#page12.tif</p>	

SECURITY AGREEMENT
(All Assets)

THIS AGREEMENT ("Agreement") is made on December 31, 2009, by and between **PRACTICEONE LLC**, a Delaware limited liability company ("Grantor"), and **GARY TORGOW**, as Seller's Representative in the Purchase Agreement (defined below) (the "Lender").

RECITALS:

A. **ADVANCEDMD SOFTWARE, INC.**, a Delaware corporation (the "AdvancedMD"), Grantor, and the Lender are parties to a Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which AdvancedMD has purchased membership interests of the Lender and Hank Cohn in Grantor (the "Transaction").

B. Grantor has issued to the Lender, as part of the consideration in the Transaction, a Promissory Note payable to Lender in the original principal amount of \$8,000,000.00 (the "Note").

C. Grantor is providing this Agreement to support Grantor's obligations to Lender under the Note.

NOW, THEREFORE, in consideration of the Recitals and the covenants and agreements herein contained, the Grantor hereby agrees as follows:

1. **Security for Liabilities.** Grantor hereby grants to Lender a security interest in the Collateral (hereafter defined). The security interest granted to Lender by Grantor is for the purpose of securing all obligations owed by Grantor to Lender pursuant to the Note ("Liabilities").

2. **Collateral.** The "Collateral" is all the Grantor's property described below, which it now owns or shall hereafter acquire or create immediately upon the acquisition or creation thereof, and includes, but is not limited to, any items listed on any schedule or list attached hereto:

All personal property of the Grantor, including, without limitation:

- i. All Accounts, including insurance receivables and prepaid premiums, if any, and all Goods whose sale, lease or other disposition has given rise to Accounts and have been returned to, or repossessed or stopped in transit by, the Grantor, or rejected or refused by an Account Debtor;
- ii. All Chattel Paper, including, without limitation, Electronic Chattel Paper and liens and lien rights on customer property; Documents; Instruments, including, without limitation, Promissory Notes; Letter of Credit Rights and proceeds of letters of credit; Supporting Obligations; Liabilities secured by real estate; Commercial Tort

- Claims and General Intangibles, including, without limitation, Payment Intangibles and Software;
- iii. All Inventory, including, without limitation, raw materials, work in process, materials and finished goods leased by the Grantor as lessor or held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in a business;
 - iv. All Goods and all Equipment;
 - v. All Securities, Investment Property and Deposit Accounts;
 - vi. All products of, additions and accessions to, and substitutions, betterments and replacements for the foregoing property;
 - vii. All sums at any time credited by or due from Lender to Grantor;
 - viii. All property in which the Grantor has an interest now or at any time hereafter coming into the possession or under the control of Lender or in transit by mail or carrier to or from Lender or in possession of or under the control of any third party acting on Lender's behalf without regard to whether Lender received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Lender has conditionally released the same (excluding, nevertheless, any of the foregoing property of the Grantor which now or any time hereafter is in possession or control of Lender under any written trust agreement wherein Lender is trustee and Grantor is trustor);
 - ix. All of Grantor's present and future United States registered copyrights and copyright registrations, including Grantor's United States registered copyrights and copyright registrations listed in Schedule A to this Agreement, all of Grantor's present and future United States applications for copyright registrations, including such Grantor's United States applications for copyright registrations listed in Schedule A to this Agreement, and all of Grantor's present and future copyrights which are not registered in the Copyright Office (collectively, the "Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, source code escrow agreements, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;
 - x. All of Grantor's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;
 - xi. All patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions,

- continuations, renewals, extensions and continuations-in-part thereof;
- xii. 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, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule A), whether registered or unregistered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
 - xiii. The entire goodwill of or associated with the businesses now or hereafter conducted by such Grantor connected with and symbolized by any of the aforementioned properties and assets;
 - xiv. All accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and 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 aforementioned properties and assets;
 - xv. All commercial tort claims associated with or arising out of any of the aforementioned properties and assets, and
 - xvi. All Proceeds (whether Cash Proceeds or Noncash Proceeds) of the foregoing property, including, without limitation, proceeds of insurance payable by reason of loss or damage to the foregoing property and of eminent domain or condemnation awards;

provided that, notwithstanding anything herein to the contrary, in no event shall the Collateral include, and Grantor shall not be deemed to have granted a security interest in any of such Grantor's rights or interests in or under, any license, contract, permit, instrument, security or franchise to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract, permit, instrument, security or franchise, result in a breach of the terms of, or constitute a default under, such license, contract, permit, instrument, security or franchise (other than to the extent that any such term would be rendered ineffective pursuant to the Michigan Uniform Commercial Code or any other applicable law (including the United States Bankruptcy Code) or principles of equity), provided further, that immediately upon the ineffectiveness, lapse or termination of any such provision the Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Terms used and not otherwise defined in this Agreement shall have the meaning given such terms in the Michigan Uniform Commercial Code. In the event the meaning of any term defined in the Michigan Uniform Code is amended after the date of this Agreement, the meaning of such term as used in this Agreement shall be that of the more encompassing of: (A) the definition contained in the Michigan Uniform Commercial Code prior to the amendment, and (B) the definition contained in the Michigan Uniform

1840262

Commercial Code after the amendment. In addition, the term "Copyright Office" means the United States Copyright Office and the term "PTO" means the United States Patent and Trademark Office.

3. **Perfection of Security Interest.** Grantor hereby irrevocably authorizes Lender to file financing statement(s) describing the Collateral in all public offices deemed necessary by Lender, including but not limited to the Copyright Office and PTO, and to take any and all actions, including, without limitation, filing all financing statements, continuation financing statements and all other documents that Lender may reasonably determine to be necessary to perfect and maintain Lender's security interests in the Collateral. Grantor shall have possession of the Collateral, except where expressly otherwise provided in this Agreement or where Lender chooses to perfect its security interest by possession, whether or not in addition to the filing of a financing statement. Where any material portion of the Collateral is in the possession of a third party, Grantor will join with Lender upon Lender's reasonable request in notifying the third party of Lender's security interest and in using commercially reasonable efforts to obtain an acknowledgement from the third party that it is holding such material Collateral for the benefit of Lender. Grantor will cooperate with Lender in obtaining control with respect to Collateral consisting of Deposit Accounts, Investment Property, Letter-of-Credit Rights and Electronic Chattel Paper. Grantor shall pay the cost of filing or recording all financing statement(s) and other documents. Grantor agrees to promptly execute and deliver to Lender all financing statements, continuation financing statements, assignments, applications for vehicle titles, affidavits, reports, notices, schedules of Accounts, designations of Inventory, letters of authority and all other documents that Lender may reasonably request in form satisfactory to Lender to perfect and maintain Lender's security interests in the Collateral. In order to fully consummate all of the transactions contemplated hereunder, Grantor shall make appropriate entries on its books and records disclosing Lender's security interests in the Collateral.

4. **Authorization to Supplement.** Grantor shall give Lender prompt notice of any additional United States copyright registrations or applications therefor after the date hereof; provided, however, that Grantor shall not register with the Copyright Office any unregistered copyrights (whether in existence on the date hereof or thereafter acquired, arising, or developed) unless Grantor provides the Lender with written notice of its intent to register such copyrights not less than 30 days prior to the date of the proposed registration. Grantor authorizes the Lender to modify this Agreement by amending Schedule A to include any future United States registered copyrights or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule A.

5. **Further Acts.** On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Lender to exercise and enforce its rights

1840262

and remedies hereunder with respect to the Collateral, including any documents for filing with the Copyright Office, PTO and/or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing the Agent's interest in the Collateral with the Copyright Office, PTO and/or any applicable state office, at the expense of the Grantor.

6. **Warranties and Representations.** Grantor warrants and represents: (a) except as may be otherwise disclosed in the Purchase Agreement or in an attachment to this Agreement, Grantor has rights in or the power to transfer the Collateral and its title to the Collateral is free and clear of all liens or security interests, except Lender's security interests to the extent that its title to the Collateral was free and clear of liens and security interests immediately prior to the consummation of the Transaction pursuant to the Purchase Agreement, (b) no financing statements, other than that of Lender, covering the Collateral or any of it, have been authorized by Grantor to be filed at any time on or after the consummation of the Transaction pursuant to the Purchase Agreement, and (c) the execution and delivery of this Agreement and any instruments evidencing Liabilities will not violate nor constitute a breach of any agreement or restriction of any type whatsoever to which Grantor is or expects to become a party or is or expects to become subject on or immediately following the consummation of the Transaction pursuant to the Purchase Agreement.

7. **Covenants.** Grantor covenants and agrees that while any of the Liabilities remain unperformed and unpaid it will: (a) preserve its legal existence and not, in one transaction or a series of related transactions, sell all or substantially all of its assets; (b) not change the state where it is located; (c) neither change its name, nor address without giving written notice to Lender thereof at least thirty (30) days prior to the effective date of such change, and Grantor agrees that all documents, instruments, and agreements demanded by Lender in response to such change shall be prepared, filed, and recorded at Grantor's expense prior to the effective date of such change; (d) not use the Collateral, nor permit the Collateral to be used, for any unlawful purpose, whatsoever; (e) maintain the Collateral in first-class condition and repair; and (f) indemnify and hold Lender harmless against claims of any persons or entities not a party to this Agreement concerning disputes arising over the Collateral.

8. **Insurance, Taxes, Etc.** Grantor has the risk of loss of the Collateral. Grantor shall: (a) pay promptly all taxes, levies, assessments, judgments, and charges of any kind upon or relating to the Collateral, to Grantor's business, and to Grantor's ownership or use of any of its assets, income, or gross receipts; (b) at its own expense, keep and maintain all of the Collateral fully insured as provided in any agreements with Lender against loss or damage by fire, theft, explosion and other risks in such amounts, with such companies, under such policies and in such form as shall be satisfactory to Lender; and (c) maintain at its own expense public liability and property damage insurance in such amounts, with such companies, under such policies and in such form as currently held by Grantor. If Grantor at any time hereafter should fail to obtain or maintain any of the policies required above or pay any premium in whole or in part relating thereto, or shall fail to pay any such tax, assessment, levy, or charge or to discharge any such lien, claim, or encumbrance, then Lender, without waiving or releasing any obligation or default of Grantor hereunder, may at any time hereafter (but shall be under no obligation to do so) make such payment or obtain such discharge or

1840262

obtain and maintain such policies of insurance and pay such premiums, and take such action with respect thereto as Lender deems advisable. All sums so disbursed by Lender, including reasonable attorney fees, court costs, expenses, and other charges relating thereto, shall be part of the Liabilities, secured hereby, and payable upon demand together with interest at the highest rate payable in connection with any of the Liabilities from the date when advanced until paid.

9. **Collection of Accounts.** Prior to and following an Event of Default and acceleration, Lender conditionally authorizes and permits Grantor to collect Accounts from debtors. This privilege may be terminated by Lender at any time during the existence of an Event of Default upon written notice from Lender, and upon mailing such notice Lender shall be entitled to and have all of the ownership, title, rights, securities and guarantees of Grantor in respect to Accounts, and in respect to the property evidenced thereby, including the right of stoppage in transit, and Lender shall have the right to enforce the Grantor's rights against the account debtors and obligors. Thereafter Grantor will receive all payments on Account as agent of and for Lender and will transmit to Lender, on the day of receipt thereof, all original checks, drafts, acceptances, notes and other evidence of payment received in payment of or on account of Accounts, including all cash moneys similarly received by Grantor. Until such delivery, Grantor shall keep all such remittances separate and apart from Grantor's own funds, capable of identification as the property of Lender, and shall hold the same in trust for Lender. Grantor will promptly give Lender copies of all Accounts, to be accompanied by such information and by such documents or copies thereof as Lender may require. During the existence of an Event of Default, Grantor will furnish Lender all information with respect to Accounts and the conduct and operation of its business, including balance sheets, operating statements and other financial information, as Lender may request.

10. **Care, Custody, and Dealings with Collateral.** Lender shall have no liability to Grantor with respect to Lender's care and custody of any Collateral in Lender's possession and shall have no duty to sell, surrender, collect or protect the same or to preserve rights against prior parties or to take any action with respect thereto beyond the custody thereof, exercising that reasonable custodial care which it would exercise in holding similar interests for its own account. Lender shall only be liable for its acts of gross negligence. Lender is hereby authorized and empowered to take the following steps, either prior or subsequent to default hereunder: (a) to deal directly with issuers, entities, owners, transfer agents and custodians to effect changes in the registered name of any such Collateral, to effect substitutions and replacements thereof necessitated by any reason (including by reason of recapitalization, merger, acquisition, debt restructuring or otherwise), to execute and deliver receipts therefore and to take possession thereof; (b) to communicate and deal directly with payors of instruments (including securities, promissory notes, letters of credit, certificates of deposits and other instruments), which may be payable to or for the benefit of Grantor at any time, with respect to the terms of payment thereof; (c) in the Grantor's name, to agree to any extension of payment, any substitution of Collateral or any other action or event with respect to the Collateral; (d) to notify parties who have an obligation to pay or deliver anything of value (including money or securities) with respect to the Collateral to pay or deliver the same directly to Lender on behalf of Grantor and to receive and receipt for any such payment or delivery in Grantor's name as an addition to the Collateral; (e) to surrender renewable certificates or any other instruments or securities forming a portion

1840262

of the Collateral which may permit or require reissuance, renewal or substitution at any time and to immediately take possession of and receive directly from the issuer, maker or other obligor, the substituted instrument or securities; (f) to exercise any right which Grantor may have with respect to any portion of the Collateral, including rights to seek and receive information with respect thereto; and (g) to do or perform any other act and to enjoy all other benefits with respect to the Collateral as Grantor could in its own name.

11. **Information.** Grantor shall permit Lender or its agents upon reasonable request to have access to, and to inspect, all the Collateral (and Grantor's other assets, if any) and may from time to time verify Accounts, inspect, check, make copies of, or extracts from the books, records, and files of Grantor, and Grantor will make same available at any time for such purposes. In addition, Grantor shall promptly supply Lender with such other financial or other information concerning its affairs and assets as Lender may request from time to time during normal business hours and with reasonable notice.

12. **Events of Default.** The Grantor, without notice or demand of any kind, shall be in default under this Agreement upon an Event of Default (as defined in the Note).

13. **Release of Security Interest.** Upon the payment in full of the Note, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Grantor. Upon any such termination, the Lender will, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination and Secured Party hereby authorizes the filing of any termination statements at such time.

14. **Remedies Upon Default.** Upon the occurrence of any Event of Default, any and all of the Liabilities may (notwithstanding any provisions thereof and unless otherwise provided in any agreement executed in conjunction therewith), at the option of Lender, and without demand or notice of any kind, be declared and thereupon shall immediately become due and payable and Lender may exercise from time to time any rights and remedies including the right to immediate possession of the Collateral available to it under applicable law. Lender may directly contact third parties and enforce against them all rights which arise with respect to the Collateral and to which Grantor or Lender would be entitled. Grantor waives any right it may have to require Lender to pursue any third person for any of the Liabilities. Lender shall have the right to hold any property then in, upon or in any way affiliated to the Collateral at the time of repossession even though not covered by this Agreement until return is demanded in writing by the Grantor. Grantor agrees, upon the occurrence of a default, to assemble at its expense all the Collateral and make it available to Lender at a convenient place acceptable to Lender. Grantor agrees to pay all costs of Lender of collection of the Liabilities, and enforcement of rights hereunder, including reasonable attorney fees and legal expenses, including participation in bankruptcy proceedings, and expense of locating the Collateral and expenses of any repairs to any realty or other property to which any of the Collateral may be affixed or be a part. If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if sent at least ten (10) days before such disposition, postage pre-paid, addressed to the Grantor either at the address of the Grantor

1840262

appearing on the records of Lender and to such other parties as may be required by the Michigan Uniform Commercial Code. Grantor acknowledges that Lender may be unable to effect a public sale of all or any portion of the Collateral because of certain legal and/or practical restrictions and provisions which may be applicable to the Collateral and, therefore, may be compelled to resort to one or more private sales to a restricted group of offerees and purchasers. Grantor consents to any such private sale so made even though at places and upon terms less favorable than if the Collateral were sold at public sale. Lender shall have no obligation to clean up or otherwise prepare the Collateral for sale. Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. Lender may specifically disclaim any warranties as to the Collateral. If Lender sells any of the Collateral upon credit, Grantor will be credited only with payments actually made by the purchaser, received by Lender and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Lender may resell the Collateral and the Grantor shall be credited with the proceeds of sale. Lender shall have no obligation to marshal any assets in favor of the Grantor. Out of the net proceeds from sale or disposition of the Collateral, Lender shall retain all the Liabilities then owing to it and the actual cost of collection (including reasonable attorney fees) and shall tender any excess to Grantor or its successors or assigns. If the Collateral shall be insufficient to pay the entire Liabilities, Grantor shall pay to Lender the resulting deficiency upon demand. Grantor expressly waives any and all claims of any nature, kind or description which it has or may hereafter have against Lender or its representatives, by reason of taking, selling or collecting any portion of the Collateral. Grantor consents to releases of the Collateral at any time (including prior to default) and to sales of the Collateral in groups, parcels or portions, or as an entirety, as Lender shall deem appropriate. Grantor expressly absolves Lender from any loss or decline in market value of any Collateral by reason of delay in the enforcement or assertion or nonenforcement of any rights or remedies under this Agreement. Grantor agrees that Lender shall, upon the occurrence of an Event of Default, have the right to peacefully retake any of the collateral. Grantor waives any right it may have in such instance to a judicial hearing prior to such retaking.

15. **General.** Time shall be deemed of the very essence of this Agreement. Except as otherwise defined in this Agreement, all terms in this Agreement shall have the meanings provided by the Michigan Uniform Commercial Code. Lender shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if it takes such action for that purpose as Grantor requests in writing, but failure of Lender to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and failure of Lender to preserve or protect any rights with respect to such Collateral against any prior parties or to do any act with respect to the preservation of such Collateral not so requested by Grantor shall not be deemed a failure to exercise reasonable care in the custody and preservation of such Collateral. This Agreement has been delivered in Michigan and shall be construed in accordance with the laws of the State of Michigan. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The rights and privileges of Lender hereunder shall inure to the benefit of its

1840262

successors and assigns, and this Agreement shall be binding on all heirs, personal representatives, assigns and successors of Grantor and all persons who become bound as a debtor to this Agreement. Grantor hereby expressly authorizes and appoints Lender to act as its attorney-in-fact for the sole purpose of executing any and all financing statements or other documents deemed necessary to perfect the security interest herein contemplated.

16. **No Waiver.** Any delay on the part of Lender in exercising any power, privilege or right hereunder, or under any other instrument executed by Grantor to Lender in connection herewith shall not operate as a waiver thereof, and no single or partial exercise thereof, or the exercise of any other power, privilege or right shall preclude other or further exercise thereof, or the exercise of any other power, privilege or right. The waiver of Lender of any default by Grantor shall not constitute a waiver of any subsequent defaults, but shall be restricted to the default so waived. All rights, remedies and powers of Lender hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies, and powers given hereunder or in or by any other instruments, or by the Michigan Uniform Commercial Code, or any laws now existing or hereafter enacted. The Grantor acknowledges that this is the entire agreement between the parties except to the extent that writings signed by the party to be charged are specifically incorporated herein by reference either in this Agreement or in such writings, and acknowledges receipt of a true and complete copy of this Agreement.

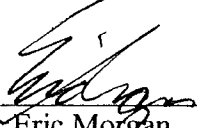
17. **JURY WAIVER.** LENDER AND GRANTOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTION OF ANY OF THEM. NEITHER LENDER NOR GRANTOR SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE LENDER OR GRANTOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL OF THEM.

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IN WITNESS WHEREOF, this Agreement was executed and delivered by the undersigned on the date stated in the first paragraph above.

GRANTOR:

PRACTICEONE LLC,
a Delaware limited liability company

By: 
Name: Eric Morgan
Its: President and Chief Executive Officer

[Signature Page for Security Agreement]

TRADEMARK
REEL: 004123 FRAME: 0133

LENDER

By: 

Gary Torgow, as Seller's Representative

[Signature Page for Security Agreement]

TRADEMARK
REEL: 004123 FRAME: 0134

SCHEDULE A TO SECURITY AGREEMENT

United States Registered Trademarks Owned by PracticeOne, LLC

Serial No.	Reg. No.	Mark	Status	Next Deadline
76405328	2859384	PRACTICEONE	Registered July 6, 2004. International Classes 009, 035 and 042.	Section 8/9 due between July 6, 2013 and July 6, 2014
77469574	3634019	E-MEDSYS	Registered June 9, 2009. International Class 009.	Section 8 due between June 9, 2014 and June 9, 2015
77653179	Not registere d	OBAMEHR	Applied for January 21, 2009. International Class 009.	Statement of Use or First Request for Extension of Time to File Statement of Use due by January 21, 2010

United States Registered Copyrights

Owner of Record	Title	Registration No.	Date of Registration
Westland Medical Systems, Inc.	e-Medsys	TXu000925885	November 8, 1999
Westland Medical Systems, Inc.	Westland Practice Management System	TXu000732613	October 30, 1995