

09-18-2000

FORM PTO-1618A

Expires 06/30/99  
OMB 0651-0027



101458717

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

Express Mail #EL620574415US

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

9.24.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b>		<b>Conveyance Type</b>	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/>	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
		<input type="checkbox"/> Merger	Effective Date Month Day Year <input type="text" value="4"/> <input type="text" value="18"/> <input type="text" value="2000"/>
		<input type="checkbox"/> Change of Name	
		<input checked="" type="checkbox"/> Other	<input type="text" value="Termination of Security Interest"/>

**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**  Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)   
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

09/18/2000 T1ALLAH2 00000318 74505039 FOR OFFICE USE ONLY

40.00 00  
175.00 00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
REEL: 002137 FRAME: 0657

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

314-259-2000

Name

Roxana Wizorek, Esq.

Address (line 1)

Bryan Cave LLP

Address (line 2)

211 North Broadway

Address (line 3)

Suite 3600

Address (line 4)

St. Louis, MO 63102

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments

#

5

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

74505039

75341638

1916098

1916317

1958304

1963698

1967676

1967677

**Number of Properties**

Enter the total number of properties involved

#

8

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

215.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

02-4467

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Roxana Wizorek, Esq.

Name of Person Signing

Signature

August 24, 2000

Date Signed

**TRADEMARK**

REEL: 002137 FRAME: 0658

**TERMINATION AND RELEASE  
OF  
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**

**TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**, dated as of April 18, 2000, by and between (1) **FLEET NATIONAL BANK**, formerly known as BankBoston, N.A., formerly known as The First National Agent of Boston, a national banking association with an office at 100 Federal Street, Boston, Massachusetts 02110 in its capacity as Agent (hereinafter in such capacity, the "Agent") under the Revolving Credit and Term Loan Agreement dated as of March 21, 1997 among the Company (as hereinafter defined), CMSI Holdings Corp., the Agent and the Banks (as therein defined) and under the Trademark Agreement (as defined herein) and (2) **COMPUTERIZED MEDICAL SYSTEMS, INC.**, a Delaware corporation having its principal place of business in St. Louis, Missouri (the "Company").

**WHEREAS**, pursuant to the terms of the Trademark Collateral Security and Pledge Agreement (the "Trademark Agreement"), dated as of March 21, 1997, between the Company and the Agent and recorded with the U.S. Patent and Trademark Office at Reel 1574, Frame 0098, as amended and restated by the First Supplemental Trademark Collateral Security and Pledge Agreement dated as of August 4, 1998 and recorded with the U.S. Patent and Trademark Office at Reel 1846, Frame 122, the Company granted to the Agent, for the benefit of the Agent and the Banks, a security interest in and lien on, and collaterally assigned to the Agent all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks identified on Schedule A attached hereto (such trademarks referred to herein as the "Named Trademarks"); and

**WHEREAS**, the Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Company hereby agree as follows:

1. **Release and Assignment**. The Agent hereby terminates and releases its security interest in and first priority lien on all of the Company's Named Trademarks, and the Agent hereby assigns and transfers to the Company, without recourse, all of the Agent's right, title and interest in and to each of the Named Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above.

2. **Acknowledgment and Acceptance**. The Company hereby acknowledges and accepts the foregoing release and assignment by the Agent.

3. **Counterparts**. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Agent and the Company have executed this Release, to take effect as of the date first set forth above.

FLEET NATIONAL BANK (f/k/a BankBoston, N.A.), as Agent

By: [Signature]  
Name: Peter Haley  
Title: VICE PRESIDENT

Accepted:

COMPUTERIZED MEDICAL SYSTEMS, INC.

By: [Signature]  
Name: Denise Chromicki  
Title: Chief Financial Officer

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS )  
 )ss.  
COUNTY OF SUFFOLK )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 10<sup>th</sup> day of April, 2000, personally appeared Peter Haley to me known personally, and who, being by me duly sworn, deposes and says that he is a vice president of FLEET NATIONAL BANK, and that said instrument was signed and sealed on behalf of said bank by authority of its governing body, and said officer acknowledged said bank by authority of its governing body, and said instrument to be the free act and deed of said bank.

[Signature]  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF MASSACHUSETTS  
My Commission Expires 03/31/2003

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Missouri

)

)ss.

COUNTY OF Saint Louis

)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 24<sup>th</sup> day of April, 2000, personally appeared Denise Chomicki to me known personally, and who, being by me duly sworn, deposes and says that he is a CEO of **COMPUTERIZED MEDICAL SYSTEMS, INC.**, and that said instrument was signed and sealed on behalf of each of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of each of said corporations.

Julie A. Breneman  
Notary Public  
My Commission Expires:

**JULIE A. BRENEMAN**  
**Notary Public - Notary Seal**  
**STATE OF MISSOURI**  
**St. Charles County**  
**My Commission Expires: May 20, 2002**

Schedule A To Termination and Release of  
Trademark Collateral Security and Pledge Agreement

<u>Trademark or Service Mark</u>	Registrations -- United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
DYNASCAN	1,916,098	09/05/95
MODULEX	1,916,317	09/05/95
CMS and Design (3D) Computerized Medical Systems	1,958,304	02/27/96
CMS	1,963,698	03/26/96
CMS and Design (2D)	1,967,676	04/16/96
	1,967,677	04/16/96

<u>Trademark or Service Mark</u>	Pending Applications -- United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
FOCUS	74/505,039	03/25/94
FOCUS	75/341,638	08/15/97