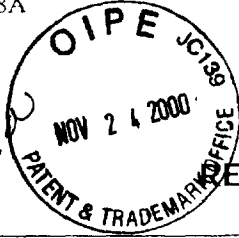


12-14-2000



101551125

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

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: 002194 FRAME: 0247

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**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)		
<input type="text" value="75887211"/>	<input type="text" value="75835617"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75939496"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75834342"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

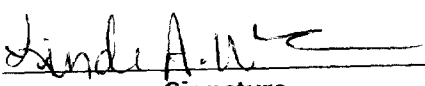
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number:

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.*

Linda A. Whittaker  11-17-00

Name of Person Signing Signature Date Signed

# COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY (“Assignment”) made as of November 17, 2000, by BLC HOLDINGS, L.L.C., a Delaware limited liability company (the “Borrower”), and each of BLC Acquisition Corp., BLC Technology Acquisition Corp., Association Plan Concepts, Inc., The Umbrella Group of Florida, Inc., Weston Insurance Brokerage, LLC, Computer Software Group, Inc., Medical Data Interchange, Inc., Tara Insurance Services, Valley Independent Businessmen’s Association and V.I.B.A. Insurance Administrators, Inc. (collectively, the “Guarantors”) (Borrower and Guarantors being collectively referred to herein as “Assignors”), and LaSalle Bank National Association, a national banking association, as lender under the Credit Agreement defined below (the “Assignee”).

## WITNESSETH:

WHEREAS, Borrower and Assignee are parties to a certain Credit Agreement of even date herewith (together with any and all amendments, revisions, modifications, supplements and restatements thereof and therefor, collectively the “Credit Agreement,” with the terms used but not otherwise defined herein being used with the same meanings as therein defined);

WHEREAS, the Assignee has agreed to make the Loans, from time to time, to or for the account of Borrower on the terms and conditions set forth in the Credit Agreement;

WHEREAS, Guarantors are party to a certain Guaranty of even date herewith (together with any amendments, revisions, modifications, supplements and restatements thereof and therefor) (the “Guaranty”) pursuant to which Guarantors have jointly and severally guaranteed the Obligations of Borrower;

WHEREAS, each Guarantor acknowledges that it is benefitted from the financial accommodations set forth in the Credit Agreement;

WHEREAS, in order to satisfy one of the conditions under the Credit Agreement, each of the Assignors has agreed to grant to Assignee a mortgage and lien on and a security interest in all of Assignors’ patents, patent applications, trademarks, trademark applications, trade names, goodwill, copyrights and licenses pursuant to this Assignment in order to secure the Obligations of Assignors to the Assignee under the Credit Agreement and Guaranty, respectively.

NOW, THEREFORE, in consideration of the premises set forth herein and in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors agree as follows:

1. Collateral Assignment of Intellectual Property. To secure the full, complete and timely payment and satisfaction of all of Assignors' Obligations to the Assignee,

each Assignor hereby collaterally assigns, transfers, sets over and delivers to the Assignee and grants to the Assignee, for its benefit (with power of sale, to the extent permitted by law, upon the occurrence and during the continuance of an Event of Default), a first priority mortgage, lien and security interest on and in all of such Assignor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (whether registered, filed or recorded):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof (subject to rights, if any, granted to or possessed by third parties (for example, licensees) to sue thereon), (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (a) hereinafter collectively referred to as the "Patents");

(b) trademarks, service marks, trademark and service mark registrations and applications, trade names including, without limitation, the trademarks, service marks, and tradenames and applications and registrations therefor listed on Schedule B attached hereto and made a part hereof, and (i) continuations, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof (subject to rights, if any, granted to or possessed by third parties (for example, licensees) to sue thereon), (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (b) hereinafter collectively referred to as the "Trademarks");

(c) the goodwill of Assignor's business connected with and symbolized by the Trademarks;

(d) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement (to the extent such agreement is assignable), including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Credit Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing under this subparagraph (d) hereinafter referred to collectively as the "Licenses"); and

(e) copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and registrations and applications therefor listed on Schedule D attached hereto and made a part hereof, and (i) continuations, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due

and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof (subject to rights, if any, granted to or possessed by third parties (for example, licensees) to sue thereon), and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (e) hereinafter collectively referred to as the "Copyrights").

All of the foregoing Patents, Trademarks, Licenses, Copyrights, and goodwill and other intellectual property and proprietary rights of the Assignee set forth above in this Section 1 are collectively hereinafter referred to as the "Intellectual Property."

2. Representations and Warranties. Assignors jointly and severally represent and warrant as follows:

(a) Other than as specifically set forth in the Schedules hereto, each Assignor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Intellectual Property granted by it hereunder, free and clear of any adverse claim, lien, security interest, option, charge, pledge, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the security interests created by this Assignment. No effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property granted by such Assignor hereunder is on file in any recording office, including, without limitation, the United States Patent and Trademark Office, except such as may have been filed in favor of the Assignee relating to this Assignment.

(b) Set forth in Schedules A, B, C and D hereto is a complete and accurate list of all of the Patents, Trademarks, Licenses and Copyrights, respectively, now owned by the respective Assignors or with respect to which each Assignor now is licensed to use. All other written information furnished to the Assignee concerning the Intellectual Property of Assignors is complete and accurate in all material respects.

(c) Other than as specifically set forth in the Schedules hereto, the Intellectual Property is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to the best of Assignors' knowledge, valid, subsisting, registrable and enforceable. Each Assignor has notified the Assignee in writing of all prior uses of any item of the Intellectual Property of which such Assignor is aware, which would be likely to lead to such item becoming invalid or unenforceable, including, without limitation, prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

(d) No Assignor has granted any license, release, covenant not to sue, or non-assertion assurance to any person with respect to any part of the Intellectual Property other than the Licenses set forth in Schedule C hereto.

(e) Each Assignor has the unqualified right to enter into this Assignment and to perform its terms.

(f) Except for (i) the filing and recording of this Assignment in the United States Patent and Trademark Office and the United States Copyright Office, and (ii) the filing of the financing statements contemplated by the Credit Agreement, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental, administrative or judicial authority or regulatory body in the United States is currently or is reasonably expected to be required either (x) for the making by such Assignor of the collateral assignments and the granting by such Assignor of the security interests granted hereby or for the execution, delivery or performance of this Assignment by such Assignor, or (y) for the perfection of or the exercise by such Assignee of its rights and remedies hereunder.

(g) The consummation of the actions contemplated under or in connection with the Credit Agreement and the Loan Documents will not impair the legal right of any Assignor to use any of the Intellectual Property.

(h) No Assignor has knowledge of the existence of any right against or in the Intellectual Property or any license agreement in respect of the foregoing, or other proprietary information held or claimed by any person that, if upheld, would preclude any Assignor from conducting its business as currently conducted under or in connection with any of the Intellectual Property or that would otherwise materially interfere with the ability of any Assignor to conduct its business as currently conducted, and no Assignor has knowledge of any such claim that is threatened to be made.

(i) No claim in any court or in any administrative body, including, without limitation, the United States Patent and Trademark Office, has been made (and, as to any trademark, service mark, trade name or trade dress with respect to which any Assignor is a licensee, to the best of each Assignor's knowledge, no claim has been made against the third party licensor), and no Assignor has knowledge of any claim that is threatened to be made, that the use by any Assignor of any item of the Intellectual Property does or may violate the rights of any person.

(j) Each Assignor has used consistent standards of quality in the distribution, sale and marketing of each product sold and the provision of each service provided under or in connection with the Intellectual Property and has taken all steps reasonably necessary to ensure that all licensed users of the Intellectual Property use such consistent standards of quality.

(k) No Assignor has knowledge of any infringement or unauthorized use of any item of the Intellectual Property which would materially interfere with the ability of any Assignor to conduct its business as currently conducted.

3. New Patents, Trademarks, and Licenses. If, before the Obligations shall have been satisfied in full, any Assignor shall obtain rights to or become entitled to the benefit of any new patentable invention, patent or trademark application, tradename, trademark, tradename or trademark registration, license, license renewal, copyrights or application or registration therefor, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the foregoing shall be

subject to the collateral assignment set forth in Section 1 hereof. Upon obtaining rights to the foregoing, such Assignor shall give to Assignee prompt written notice thereof, together with amended Schedules A, B, C and/or D, as applicable, to include the foregoing and shall execute and record any and all other and further documents, agreements or instruments necessary, in the Assignee's discretion, to give the Assignee a valid and first priority mortgage, lien and security interest on and in the foregoing, for its benefit. Such Assignor's failure to give such notice shall not be deemed a material breach of this Assignment, nor shall it prejudice the subjection of such New Intellectual Property to the collateral assignment provided for herein. Each Assignor shall from time to time, and at Assignee's request at any time, provide an update on the status of all Intellectual Property and New Intellectual Property and shall execute the instruments called for in this paragraph.

4. Restrictions. Each Assignor agrees that until the Obligations shall have been fully and completely paid and satisfied and the Assignee shall no longer have any commitment to make the Loans under the Credit Agreement, each Assignor will not, without Assignee's prior written consent, take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Assignee under this Assignment or each Assignor's grant and collateral assignment of a first priority mortgage, lien and security interest under this Assignment.

5. Agreements and Duties of Assignors.

(a) Each Assignor agrees: (i) not to sell or assign its interest in and not to grant any license under the Intellectual Property without prior written notice to the Assignee; (ii) to maintain the quality of any and all products in connection with which the Patents and/or Trademarks are used, consistent with the quality of said products as of the date hereof; (iii) not to change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, as often as reasonably requested thereby, with a certificate of an officer of such Assignor certifying Assignor's compliance with the foregoing. Unless the benefits to be derived from the following are negligible, immaterial or are otherwise of little or no value, each Assignor shall have the duty: (x) to prosecute diligently any patent application of the Patents, any trademark application of the Trademarks and any copyright application of the Copyrights, pending as of the date hereof or thereafter until the termination of this Assignment pursuant to Section 13 hereof; (y) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate in each Assignor's best business judgment; and (z) to preserve and maintain all rights in patent applications and patents of the Patents and in trademark applications, trademarks, and trademark registrations of the Trademarks and in copyright applications and registrations of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignors. Unless the benefits to be derived from the following are negligible, immaterial or the following are otherwise of little or no value, no Assignor shall abandon: (1) any right to file a patent, trademark or copyright application; (2) any pending patent, trademark or copyright application; or (3) any patent, trademark or copyright (whether pending or otherwise) without the consent of Assignee.

(b) Each Assignor agrees that at any time and from time to time, at its own expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or in the reasonable judgment of Lender desirable, or that the Assignee may reasonably request, in order to (i) ensure the creation, continued existence, protection, validity, perfection and priority of any security interest granted or purported to be granted by Assignors hereby, or (ii) enable the Assignee to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property. Without limiting the generality of the foregoing, each Assignor will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Assignee may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

(c) Each Assignor hereby authorizes the Assignee to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Intellectual Property without the signature of any Assignor where permitted by law in the event any such Assignor shall fail to execute and deliver same within five (5) days after Assignee's request therefor. A copy thereof shall be delivered to such Assignor. A carbon, photographic or other reproduction of this Assignment or any financing statement covering the Intellectual Property or any part thereof shall be sufficient as a financing statement where permitted by law.

(d) Each Assignor agrees to notify the Assignee immediately and in writing if any Assignor learns (i) that any material item of the Intellectual Property may become abandoned, or (ii) of any adverse determination or any development (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any other administrative body or any court) regarding any material part of the Intellectual Property.

(e) In the event that any item of the Intellectual Property which is material to the operation of any Assignor's business as currently conducted is infringed or misappropriated by a third party, such Assignor shall promptly notify the Assignee and take all reasonable steps and actions to defend against such infringement or misappropriation, and such other actions as such Assignor shall deem appropriate under the circumstances to protect and enforce such Intellectual Property. Any expense incurred in connection with such activities shall be borne by such Assignor.

(f) No Assignor will create, incur, assume or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Intellectual Property except for the security interests created by this Assignment and the Credit Agreement.

(g) No Assignor will take any other action, other than actions permitted hereunder, in connection with any of the Intellectual Property (i) that would materially interfere with the ability of any Assignor to conduct its business as currently conducted, or (ii) that would impair the interest or rights therein of the Assignee.



6. Assignee's Right to Sue. From and after the occurrence of an Event of Default and the provision by Assignee of written notice to Assignors of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property and any licenses thereunder (subject to rights, if any, granted to or possessed by third parties (for example, licensees) to sue thereon), and, if Assignee shall commence any such suit, Assignors shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in the exercise of its rights under this Section 6.

7. Power of Attorney. Each Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as each Assignor's true and lawful attorney-in-fact, with power (i) at any time, to endorse such Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee to effect or maintain a valid and first mortgage, lien and security interest on and in and collateral assignment of the Intellectual Property in the event any Assignor shall fail to execute and deliver same within five (5) days after Assignee's request therefor, and (ii) from and after the occurrence of an Event of Default, if uncured 30 days after written notice thereof given by the Assignee to such Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, to (x) grant or issue any exclusive or non-exclusive license under the Intellectual Property to anyone, or (y) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been fully and completely paid and satisfied and the Assignee shall no longer have any commitment to make the Loans under the Credit Agreement.

8. Assignee's Other Rights and Remedies. Assignee shall have the right, at any time and from time to time, as determined by Assignee in its reasonable discretion upon notice reasonable under the circumstances, to inspect Assignors' premises and to examine Assignors' books, records and operations, including, without limitation, Assignors' quality control processes. From and after the occurrence of an Event of Default, if uncured 30 days after written notice thereof, Assignee may (i) exercise in respect of the Intellectual Property any and all rights and remedies of any Assignor under or otherwise in respect of the Intellectual Property, (ii) require any Assignor to, and such Assignor hereby agrees that it will at its expense and upon request of the Assignee forthwith, assemble all or any part of the documents embodying the Intellectual Property as directed by the Assignee and make it available to the Assignee at a place to be designated by the Assignee which is reasonably convenient to both the Assignee and such Assignor, and (iii) without notice except as specified below, sell the Intellectual Property or any part thereof in one or more parcels at public or private sale, at any of the Assignee's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Assignee may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Intellectual Property of any Assignor, the goodwill of the business connected with and symbolized by any Intellectual Property subject to such disposition shall be included, and such

Assignor shall supply to the Assignee or its designee such Assignor's know-how and expertise relating to the provision of services relating to any Intellectual Property subject to such disposition, and its customer lists and other records relating to such Intellectual Property and to the distribution of such products and services. Assignor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to any Assignor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Assignee shall not be obligated to make any sale of Intellectual Property regardless of notice of sale having been given. The Assignee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. From and after the occurrence of an Event of Default and the provision by Assignee of written notice to any Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, such Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Each Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Assignee under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located. All of Assignee's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

9. Royalties. Each Assignor hereby agrees that the use by the Assignee of all Intellectual Property as described above shall be worldwide and without any liability for royalties or other related charges from the Assignee to such Assignor.

10. Waivers. No course of dealing between any Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Indemnity and Expenses.

(a) Except to the extent otherwise paid to the Assignee by the Assignors pursuant to the terms of the Credit Agreement or any of the Loan Documents, Assignors agree, jointly and severally, to indemnify the Assignee from and against any and all claims, damages, losses, obligations and expenses (including, without limitation, fees and out-of-pocket expenses of counsel, including in-house counsel) arising out of or resulting from this Assignment or the transactions contemplated hereby (including, without limitation, enforcement of this Assignment); provided that no Assignor shall be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the Assignee.

(b) Except to the extent otherwise paid to the Assignee by Assignors pursuant to the terms of the Credit Agreement or any of the Loan Documents, Assignors will upon demand pay to the Assignee the amount of any and all expenses, including, without limitation, the reasonable fees and disbursements of its counsel and paralegals (including in-house counsel who may be employees of the Assignee) and of any experts and agents, which the Assignee may incur in connection with (i) the administration of this Assignment, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Intellectual Property, (iii) the exercise or enforcement (whether in the context of a civil action, adversary proceeding, workout or otherwise) of any of the rights of the Assignee hereunder or (iv) the failure by any Assignor to perform or observe any of the provisions hereof.

12. Security Interest Absolute. All rights of the Assignee in the security interests granted hereunder, and all obligations of Assignors, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Credit Agreement or any Loan Documents, or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, or any release of, all or any of the Obligations, or any other amendment or waiver of or any consent to departure from, the Credit Agreement or any of the Loan Documents, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to Borrower; or

(c) any taking, exchange, subordination, substitution, release or non-perfection of any other collateral, or any taking, release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations.

13. Termination. This Assignment is made for collateral purposes only and upon full and complete payment and satisfaction of the Obligations and termination of the Assignee's commitment to make the Loans under the Credit Agreement, this Assignment shall terminate and Assignee, at Assignors' request and at their expense, shall execute and deliver to Assignors all agreements, assignments, UCC-3 termination statements or instruments as may be necessary or proper to terminate Assignee's collateral assignment and security interest in the Intellectual Property, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Credit Agreement.

14. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

15. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 3 hereof or by a writing signed by the parties hereto.

16. Binding Effect. This Assignment shall be binding upon the Assignors and their successors and assigns, and shall inure to the benefit of the Assignee and its nominees, successors and assigns.

17. Notices. All notices and other communications provided for herein shall be given or made at the addresses and in the manner provided for in the Credit Agreement.


18. Governing Law. This Assignment shall be deemed made and accepted in and shall be governed by and construed in accordance with the internal laws of the State of Illinois.

19. Use of Intellectual Property. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, Assignee shall from time to time execute and deliver, upon written request of Assignors, any and all instruments, certificates or other documents, necessary in the reasonable judgment of Assignors to continue to exploit, license, use, enjoy and protect the Intellectual Property; provided that such instruments, certificates or other documents do not in the reasonable judgment of Assignee in any way impair or compromise the liens of Assignee hereunder or under the Loan Documents, and provided further that all costs and expenses reasonably incurred by Assignee (including reasonable attorneys' fees) in connection therewith shall be paid by Assignors.


IN WITNESS WHEREOF, the undersigned has duly executed this Assignment as of the date first above written.

**ASSIGNORS:**


BLC HOLDINGS, L.L.C.

By:   
Name: Stephen Barraclough  
Title: CFO


BLC ACQUISITION CORP.

By:   
Name: Stephen Barraclough  
Title: CFO


BLC TECHNOLOGY ACQUISITION CORP.

By:   
Name: Stephen Barraclough  
Title: CFO


COMPUTER SOFTWARE GROUP, INC.

By:   
Name: Stephen Barraclough  
Title: CFO


MEDICAL DATA INTERCHANGE, INC.

By:   
Name: Stephen Barraclough  
Title: CFO


ASSOCIATION PLAN CONCEPTS, INC.

By:   
Name: Stephen Barraclough  
Title: CFO


THE UMBRELLA GROUP OF FLORIDA, INC.

By:   
Name: Stephen Barraclough  
Title: CFO


WESTON INSURANCE BROKERAGE, LLC

By:   
Name: Stephen Barraclough  
Title: CFO


V.I.B.A. INSURANCE ADMINISTRATORS, INC.

By:   
Name: Stephen Barraclough  
Title: CFO

TARA INSURANCE SERVICES

By:   
Name: Stephen Barraclough  
Title: CFO

VALLEY INDEPENDENT BUSINESSMEN'S  
ASSOCIATION

By:   
Name: Stephen Barraclough  
Title: CFO

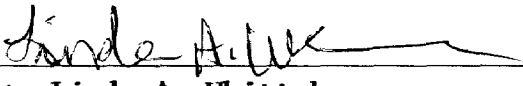
ACCEPTANCE

The undersigned, LaSalle Bank National Association, as Assignee, accepts the foregoing Collateral Assignment of Intellectual Property.

DATED: November 17, 2000

ASSIGNEE:

LASALLE BANK NATIONAL ASSOCIATION

By:   
Name: Linda A. Whittaker  
Title: Commercial Banking Officer



SCHEDULE A  
TO  
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

Patents and Patent Application

None.

SCHEDULE B  
TO  
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

Trademarks /Service Marks/ Trade Names Registration and Applications

**BENEFITPORT**, Ser. No. 75/887,211, filed January 4, 2000 for "Computer Software for use in analysis and selection of insurance plans, marketing and electronic sale of insurance policies, and database management all in the field of insurance brokerage (class 9); Insurance brokerage services, and the providing of information services and electronic commerce services in the field of insurance namely, providing interactive quotation services for price and coverage options under various insurance policies, and enabling electronic enrollment in, and renewal of insurance plans all via the internet (class 36)." **Status:** Pending.

**BENEFITPORT THE NEXT NETWORK FOR EMPLOYEE BENEFITS**, Ser. No. 75/939,496, filed 3/09/00, for "Insurance brokerage services." **Status:** Pending.

**BENEFITWORKS**, Ser. No. 75/834,342, filed 10/29/99, for "Class 9: Computer software for database management; calendar functions, spreadsheet analysis, electronic insurance enrollment, electronic insurance claims processing, generation of insurance policy reports all in the field of insurance brokerage; communications connectivity software used to establish and manage connections between a computer and computer networks used in insurance brokerages; Class 36: Insurance brokerage and providing information in the field of insurance for

research, selection and comparison of insurance plans via a global computer network."

**Status:** Pending.

**BENEFITWORKS**, Ser. No. 75/835,617 (date, description and status same as for "Benefitworks").

## **BENEFITPORT DOMAIN NAMES**

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We own all of the following domain names:

Benefitport.com  
Benefitport.net  
Benefitport.org

Benefit-port.com  
Benefit-port.net  
Benefit-port.org

Benefitportusa.com  
benefitportintl.com  
Beneport.com  
Mybenefitport.com  
Benefitportonline.com  
Benefitwave.com

Benefits247.com  
Benefits365.com

Beneport.com  
Beneport.net  
Beneport.org

benefitvillage.com  
benefitvillage.net  
benefitvillage.org

benefitwork.com  
benefitwork.net  
benefitwork.org

benefitworks.net  
benefitworks.org

benefit-works.com  
benefit-works.net  
benefit-works.org

benefitbridge.com  
benefitbridge.net  
benefitbridge.org

anewkindofbenefits.com  
anewkindofbenefits.org

apchealth.com

wetsonins.com

wibonline.com

umbrellagroup.com

SCHEDULE C  
TO  
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

1. License Agreements

**Computer Software Group, Inc.**

**Software**

**Licensor**

GA Commission System

Group Strategies, Inc.

Internet Based Quoting System

LIA Health Alliance

Primary Care Network Directory

LIA Health Alliance

Commission System

Thesco

GroupQuote

Approximately 300 customers have signed licensing agreements.

Reinsurance System

Tannenbaum - Harber Reinsurance Intemediaries, Inc.

**BLC Technology Acquisition Corp.**

Proprietary Customized Private Label Website

Group Benefit Services Inc.

Revenue Tracting System

Fitzmaurice & Company

**Medical Date Interchange, Inc.**

Netmatch

MDI has 82 customers licensed to use Net-match

SCHEDULE D  
TO  
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

1. Copyrights:

None.

2. Copyright Applications and Registrations:

None.