

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Docket No.:

299/20329

Form PTO-1584 (Modified)
(Rev. 6/93)
OMB No. 0651-0011 (exp. 4/94)
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TM05/REV03

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
COMPUTERIZED MEDICAL SYSTEMS, INC.

- Individual(s)
- General Partnership
- Corporation-Delaware
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other _____
 - Merger
 - Change of Name

Execution Date: April 18, 2000

2. Name and address of receiving party(ies)
Name: FIRSTSTAR BANK, N.A.

Internal Address: _____

Street Address: 12140 Woodcrest Executive Drive

City: St. Louis State: MO ZIP: 63141

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
75/714,935; 75/714,936

B. Trademark Registration No.(s)
1,916,098; 1,958,304; 1,963,698; 1,967,676; 1,967,677;
2,185,945

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kay R. Sherman

Internal Address: Thompson Coburn LLP

Street Address: One US Bank Plaza

City: St. Louis State: MO ZIP: 63101

6. Total number of application and registrations involved: 8

7. Total fee (37 CFR 3.41): \$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
20-0823

DO NOT USE THIS SPACE

9. 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.

Kay R. Sherman
Name of Person Signing

KRS
Signature

10/22/02
Date

Total number of pages including cover sheet, attachments, and documents: 7

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, COMPUTERIZED MEDICAL SYSTEMS, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 1195 Corporate Lake Drive, St. Louis, Missouri 63132, is the owner of all right, title, and interest, and goodwill associated therewith, in, to and under the trademarks, service marks, trademark and service mark registrations, applications to register trademarks and service marks, and common law rights therein, set forth on Schedule A attached hereto (the "Marks"), as well as all right, title, and interest in, to and under the patents and patent applications set forth on Schedule B attached hereto (the "Patents");

WHEREAS, FIRSTAR BANK, N.A., having an office at 12140 Woodcrest Executive Drive, St. Louis, Missouri 63141 (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's rights, title and interest in and to Grantor's Marks and Patents; and

WHEREAS, Grantor is willing to assign and grant to Grantee a security interest in and lien upon the Marks and Patents;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement between Grantor and Grantee, Grantor, hereby assigns and grants to Grantee, a first security interest in, and lien upon, all of Grantor's right, title and interest in, to and under (i) all of Grantor's worldwide rights, title and interest in, to and under the Marks, and any and all goodwill associated therewith, (ii) all of Grantor's worldwide rights, title and interest in, to and under the Patents including any and all reissues, reexaminations, extensions and supplementary protection certificates thereof, and all patent applications, including any provisional, divisional, continuation, continuing, reissue, and/or continuation-in-part patent applications; (iii) all proceeds and products of the Marks and Patents; and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks, infringement of the Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of Grantor, as such term is defined in the Security Agreement between Grantor and Grantee, dated as of April 18, 2000 (as amended from time to time) (the "Security Agreement"). Upon payment and performance, in full, of the Obligations, the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant of Security Interest.

This Grant of Security Interest has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 18th day of April, 2000.

COMPUTERIZED MEDICAL SYSTEMS,
INC., as Grantor

By *Douglas Barabue*
Name: *DOUGLAS BARABUE*
Title: *CEO*

FIRSTAR BANK, N.A., as Grantee

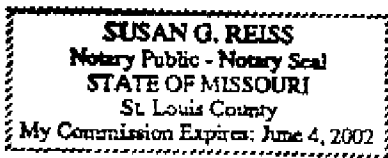
By *Daniel P. Balzer, V.P.*
Name: Daniel P. Balzer
Title: Vice President

STATE OF MISSOURI)
) SS:
 CITY OF ST. LOUIS)

I, Susan G. Reiss, a Notary Public, do hereby certify that on this 18th day of April, 2000, personally appeared before me Douglas Sprague who, being by me first duly sworn, declared that he/she is the Chief Executive Officer of COMPUTERIZED MEDICAL SYSTEMS, INC., a Delaware corporation, that he/she signed the foregoing document as Chief Executive Officer of COMPUTERIZED MEDICAL SYSTEMS, INC., and that the statements therein contained are true.

Susan G. Reiss
 Notary Public

My commission expires:



STATE OF MISSOURI)
) SS:
CITY OF ST. LOUIS)

I, Susan G. Reiss, a Notary Public, do hereby certify that on this 18th day of April, 2000, personally appeared before me Daniel P. Balzer who, being by me first duly sworn, declared that he is the Vice President of FIRSTAR BANK, N.A., a national banking association, that he signed the foregoing document as Vice President of FIRSTAR BANK, N.A., and that the statements therein contained are true.

Susan G. Reiss
Notary Public

My commission expires:

SUSAN G. REISS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: June 4, 2002

SCHEDULE A

<u>MARK</u>	<u>REG./FILING NO.</u>	<u>REG. DATE</u>
DYNASCAN	1,916,098	05-Sep-95
MODULEX	1,916,317	05-Sep-95
CMS and Design (3-D Diamond Logo)	1,958,304	27-Feb-96
COMPUTERIZED MEDICAL SYSTEMS	1,963,698	26-Mar-96
CMS	1,967,676	16-Apr-96
CMS and Design (2-D Diamond Logo)	1,967,677	16-Apr-96
FOCUS	2,185,945	01-Sep-98
FOCUS	780,566	10-Nov-99
FOCAL3D	75/711,230	20-May-99
FOCALEASE	75/714,935	21-May-99
FOCALVUE	75/714,936	21-May-99

SCHEDULE B

<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
Autosegmentation / Autocontouring System and Method For Use with Three-diminsinal Radiation Therapy Treatment Planning	5,859,891	12-Jan-99
Autosegmentation / Autocontouring System and Method for Use with Three-dimensional Radiation Therapy Treatment Planning	PCT/US98/04109	03-Mar-98
Automated Image Fusion / Alignment System and Method	09/360,436	26-Jul-99

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