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04-06-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

I-Trax, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 3/19/04

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal

Address:

Street Address: 414 Union Street

City: Nashville State: TN Zip: 37219

- 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 registration number(s):

A. Trademark Application No.(s) 75/693378 See Schedule I

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Robert L. Brewer

Internal Address: Suite 2700

Street Address: 315 Deaderick Street

City: Nashville State: TN Zip: 37238

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robert L. Brewer

Name of Person Signing

Signature

March 31, 2004

Date

9

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

04/05/2004 LMEILLER 00000183 75693378

01 FC:0521 02 FC:0522

40.00 DP 225.00 SP

TRADEMARK REEL: 002943 FRAME: 0157

SCHEDULE I**TRADEMARKS**

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Jurisdiction</u>
ASTHMA WATCH	I-trax Health Management Solutions, Inc.	75/693378 (Registered)	4/29/99	United States
EIMMUNE	I-trax Health Management Solutions, Inc.	76/144145 (Registered)	10/6/00	United States
MEDICIVE	I-trax Health Management Solutions, Inc.	76/254198 (Registered)	5/8/01	United States
CAREPRIME	I-trax Health Management Solutions, Inc.	76/254351 (Registered)	5/8/01	United States
CHD MERIDIAN HEALTH CARE	CHDM, INC.	78/222197 (Registered)	3/5/03	United States
CHD MERIDIAN HEALTH CARE	CHDM, INC.	78/223320 (Published)	3/8/03 Published 2/1/04	United States
THE ON SITE HEALTH CARE COMPANY	CHDM, INC.	78/223382 (Pending)	3/9/03	United States
MYFAMILYMD	I-trax Health Management Solutions, Inc.	75/789743 (Pending)	9/1/99	United States
MEDWIZARD	I-trax Health Management Solutions, Inc.	75/829181 (Pending)	10/27/99	United States
EMPOWERING PATIENTS, ENABLING PHYSICIANS	I-trax Health Management Solutions, Inc.	75/924927 (Pending)	2/22/00	United States

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 19, 2004 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by the undersigned (individually and collectively, the "Grantors") in favor of BANK OF AMERICA, N.A., a national banking association ("Bank of America"), as administrative agent for itself, the Lenders (in such capacity, the "Administrative Agent") and as Issuing Bank under the Credit Agreement.

RECITALS:

Pursuant to a Credit Agreement of even date herewith, among the Grantors, the Lenders listed therein and Bank of America, as the Administrative Agent and the Issuing Bank (as the same may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"; except as otherwise defined herein, terms used herein and defined in the Credit Agreement shall be used herein as so defined), the Lenders will make Loans to I-trax, Inc., a Delaware corporation (the "Borrower") and purchase participations in Letters of Credit issued for the account of the Borrower, and the Issuing Bank will issue such Letters of Credit, all as more specifically described in the Credit Agreement.

It is a condition precedent to the obligations of the Lenders to make the Loans under the Credit Agreement and to purchase participations in the Letters of Credit and of the Issuing Bank to issue the Letters of Credit under the Credit Agreement that the Grantors execute and deliver this Intellectual Property Security Agreement to the Administrative Agent for recording with the United States Patent and Trademark Office, the United States Copyright Office and other applicable Government Authorities.

The Grantors desire to execute this Agreement to satisfy the condition described in the preceding paragraph.

AGREEMENTS:

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

SECTION 1. Grant of Security. The Grantors hereby grant to the Administrative Agent for the ratable benefit of the Lenders, the Issuing Bank and the Administrative Agent a security interest in and to all of Grantors' right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the indebtedness, liabilities and obligations of the Grantors in respect of the Obligations:

- (a) (1) all trademarks, service marks, trade names, company names, business names, product names, domain names, trade dress, trade styles, logos or other indicia of origin or source identification, trademark and service mark registrations, any new

renewals thereof, and applications for trademark or service mark registrations, including, without limitation, each registration and application identified in Schedule 1, (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (1) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (2) all inventions and improvements described and claimed therein, (3) the right to sue or otherwise recover for any and all past, present or future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all reissues, divisions, continuations, continuations-in-part, continued prosecution applications, substitutes, renewals and extensions thereof, all improvements thereon, any United States or foreign utility model, design registration, certificate of invention, patent of addition or substitution, and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto or for the protection of inventions or industrial designs (collectively, the "Patents");

(c) (1) all copyrights, regardless of whether the underlying works of authorship have been published, and all works of authorship in any media now known or hereafter existing, and all other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (2) the rights to print, publish and distribute any of the foregoing, (3) the right to sue or otherwise recover for any and all past, present or future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto ("Copyrights");

(d) (1) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plan, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (2) the right to sue or otherwise recover for any and

all past, present or future infringements or misappropriations thereof, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (1) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, sell or exploit any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations of any of the foregoing, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto; and

(f) any and all proceeds of or arising from the foregoing.

SECTION 2. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Tennessee.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and that certain Security Agreement of even date herewith, among the Grantors and the other persons party thereto, as grantors, in favor of the Administrative Agent (as amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Security Agreement"). The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, the undersigned Grantors have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

BORROWER/GRANTOR:

I-TRAX, INC.

a Delaware corporation

By: 

Name: FRANK A. MARTIN

Title: CHAIRMAN + CEO

OTHER GRANTORS:

I-TRAX HEALTH MANAGEMENT
SOLUTIONS, INC.,

a Delaware corporation

By: 

Name: FRANK A. MARTIN

Title: CHAIRMAN + CEO

CORPORATE HEALTH DIMENSIONS, INC.
a New York corporation

By: 

Name: FRANK A. MARTIN

Title: CHAIRMAN + CEO

IN WITNESS WHEREOF, the undersigned Grantors have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

BORROWER/GRANTOR:

I-TRAX, INC.

a Delaware corporation

By: _____
Name: _____
Title: _____

OTHER GRANTORS:

I-TRAX HEALTH MANAGEMENT
SOLUTIONS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

CORPORATE HEALTH DIMENSIONS, INC.
a New York corporation

By: Shannon Farrelly
Name: Shannon Farrelly
Title: Vice President

SCHEDULE I**TRADEMARKS**

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Jurisdiction</u>
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EMPOWERING PATIENTS, ENABLING PHYSICIANS	I-trax Health Management Solutions, Inc.	75/924927 (Pending)	2/22/00	United States
HEALTH-E-LIFE	N/A	N/A (Common Law Use)	N/A	
HEALTH-E- MANAGEMENT	N/A	N/A (Common Law Use)	N/A	
HEALTH-E- ACCESS	N/A	N/A (Common Law Use)	N/A	
MY NURSE LINE	N/A	N/A (Common Law Use)	N/A	

COPYRIGHTS

<u>Title of Work</u>	<u>Claimant</u>	<u>Registration No.</u>	<u>Registration Date</u>
I-trax Module of Medicive	I-trax Health Management Solutions, Inc.	TXu-852-415	4/1/98
Corporate Health Dimensions cost/benefit methodology for primary care center	Corporate Health Dimensions, Inc.	TXu-671-414	1/19/95

URLs

<u>URL</u>	<u>Expiration Date</u>
myfamilymd.net	02/27/04
ehealthcoordinator.com	05/13/04
I-trax.com	05/10/04
diabetescoordinator.com	05/10/04
diabetescoordinator.net	05/10/04
health-e-life-progaram.com	06/12/04
health-e-life-program.net	06/12/04
myfamilymd.com	07/09/04
healthcoordinator.com	07/16/04
health-e-coordinator.com	07/16/04
mycarecoordinator.com	07/16/04
eimmune.net	07/25/04
I-trax.net	07/30/06
eimmune.com	08/23/04
e-immune.com	08/23/04
e-immune.net	08/23/04
wellcomm.com	09/01/04
careprime.com	09/13/04
careprime.net	09/13/04
medicive.com	10/19/04
medicive.net	10/19/04
ecarecoordinator.com	12/20/04
ecarecoordinator.net	12/20/04

PATENTS

NONE

TRADE SECRETS

NONE

INTELLECTUAL PROPERTY LICENSES

NONE