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FORM PTO-1595 (Hev. 6-93)  OMB No. 0651-0011 (exp. 4/94)  / 2/99  PATEN	06-25-1999 EPARTMENT OF COMMERCE Patent and Trademark Office
Tab sellings $\circ \circ \circ \uparrow \circ $	NAVID HARD BEITH HARD BEITH HARD BEITH HARD BILL HARD HILL HARD
To the Honorable Commissioner of Patents and Trademark:	101075853 ants or copy thereof.
1. Name of conveying party(les):  Well Med, Inc.  WM, Inc.	2. Name and address of receiving party(les)  Name: SILICCN VALLEY BANK
NEHDC, Inc.	Internal Address: Attn: Loan Documentation Grou
Additional name(s) of conveying party(les) attached? ☐ Yes ☐ No	
3. Nature of conveyance:	
☐ Assignment ☐ Merger	Street Address:
Security Agreement	3003 Tasman Drive
Change of Name_	Clly: Santa Clara Slale: CA ZIP: 95054
Other	City:State:ZIP:ZIP:
Execution Date: 4-28-99	Additional name(s) & address(es) attached? () Yes () No
4. Application number(s) or patent number(s):	
	and the assessment data of the assett of
If this document is being filed together with a new application	on, the execution date of the application is:
A. Palent Application No.(s)	B. Palent No.(s)
60/064,332	
• • • •	ittached? © Yes © No
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
. SILICCU VALLEY BANK	
Name:	7. Total lee (37 CFR 3.41)\$. 80—
Internal Address:	Enclosed - CHECK NO. 7981
Attn: Loan Cocumentaion Group	
	Authorized to be charged to deposit account
Street Address:	8. Deposit account number:
3001 Tasman Drive	•
Santa Clara Slale: CA ZIP: 95054	(Attach duplicate copy of this page if paying by deposit account)
5/24/1999 DNGUYEN 00000054 09183687 DO NOT U	JSE THIS SPACE
9. Statement and signature. To the best of my knowledge and belief, the foregoing inforting original document.  In original document.	malion is true and correct and any attached copy is a true copy of
	i Lacia 6-9-99
Name of Person Signing	Signalure Dete
	ng cover slieet, attachments, and document TENT
List The Control of t	REEL: 010067 FRAME: 0336

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 28, 1999 by and between SILICON VALLEY BANK ("Bank") and WellMed, Inc., WM, Inc. and NEHDC, Inc. ("Grantor").

# RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated April , 1999 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:	WellMed, Inc.
1220 SW Morrison, Suite 900 Portland, OR 97205	By: LAP LEO
Attn: Axel Flichtheil	
Address of Grantor:	WM, Inc.
1220 SW Morrison, Suite 900	By: (JUFF)
Portland, OR 97205	Title: CFC (60
Attn: Axx 1 Flich+Sail	
1220 SW Morrison, Suite 900 Portland, OR 97205  Attn: Axel Flick+Lail	NEHDC Inc.  By: Safe Company  Title: Cifc US
	BANK:
Address of Bank:	SILICON VALLEY BANK
11000 SW Stratus, Ste. 170 Beaverton, OR 97008-7113	By: Title: U
Attn:	

**GRANTOR:** 

**EXHIBIT A** 

Copyrights

Description

Registration/ Application Number Registration/ Application Date

None
All source code and materials are marked
copyrighted and dated

### EXHIBIT B

#### **Patents**

Description

Registration/ Application Number

Registration/ Application Date

09/183.687 10/30/98

US Patent Appn. Servial No. 09/183,687 (Parent Appn. 60/064, 332) Method of Managing and Controlling Access to Personal Information

# EXHIBIT C

# Trademarks

Description	Registration/ Application <u>Number</u>	Registration/ Application Date
MEDTOUCH	75/308,732	6-13-97
NEHDC	JE 3.72 E/2F	9-12-97
NEHDC	75/330, 877	7-25-97
WELLMED	75/579,503	3.79-19
Itealth Quotient	pending 75/523051	3-4-99 7-21-98
	75/520002	7-16-98
HQ	75-1658305	1-26-99
ABOUTHEALTH	F3 / 6 20 30 3	

EXHIBIT D

Mask Works

Description

Registration/ Application Number

Registration/ Application Date

None

To: Doug Hancock Fran Azel For 249-7068
Schedule 5.12 Intellectual Property

# U.S. TRADEMARK APPLICATIONS

Mark	Status	Serial No.	Filed	Applicant
MEDTOUCH	Pending	75/308,732	6/13/97	National Emergency Health Data Center LLC
NEHDC	Pending	75/355,656	9/12/97	National Emergency Health Data Center I.I.C
NEHDC	Pending	75/330,877	7/25/97	National Emergency Health Data Center LLC

# NAME RESERVATIONS

Name Reservation	State	Expires	
INFO ON CALL	Ohio	5/21/99	
MedTOUCH	Ohio	5/21/99	

#### PATENTS

Serial No.	Name	Filed	Status
U.S. Patent Appn. Serial No. 09/183,687 (Parent Appn. 60/064,332)	METHOD OF MANAGING AND CONTROLLING ACCESS TO PERSONAL INFORMATION	10/30/98	Pending

**PATENT RECORDED: 06/21/1999 REEL: 010067 FRAME: 0343**