

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 28, 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.

RES/151

PATENT
REEL: 010067 FRAME: 0337

GRANTOR:

Address of Grantor:

1220 SW Morrison, Suite 900
Portland, OR 97205

Attn: Axel Flichtbeil

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1220 SW Morrison, Suite 900
Portland, OR 97205

Attn: Axel Flichtbeil

1220 SW Morrison, Suite 900
Portland, OR 97205

Attn: Axel Flichtbeil

Address of Bank:

11000 SW Stratus, Ste. 170
Beaverton, OR 97008-7113

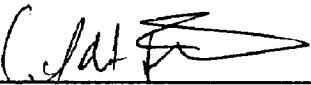
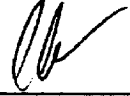
Attn: _____

WellMed, Inc.

By:  

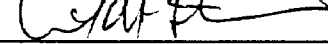

Title: CFC CEO

WM, Inc.

By:  

Title: CFC CEO


NEHDC, Inc.

By:  

Title: CFC CEO

BANK:

SILICON VALLEY BANK

By: 

Title: V.P.

EXHIBIT A

Copyrights

DescriptionRegistration/
Application
NumberRegistration/
Application
Date

None

All source code and materials are marked
copyrighted and dated

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
US Patent Appn. Serial No. 09/183,687 (Parent Appn. 60/064,332) Method of Managing and Controlling Access to Personal Information	09/183,687	10/30/98

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MEDTOUCH	75/308,732	6-13-97
NEHDC	75/355,656	9-12-97
NEHDC	75/330,877	7-25-97
WELLMED	75/579,503	3-29-99
Health Quotient	pending 75/523051	3-4-99 and 7-21-98
HQ	75/520002	7-16-98
ABOUTHEALTH	75/628305	1-26-99

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

To: Doug Hancock
 From: Axel
 Fax 249-7068

Schedule 5.12 Intellectual PropertyU.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Status</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Applicant</u>
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 LLC
NEHDC	Pending	75/330,877	7/25/97	National Emergency Health Data Center LLC

NAME RESERVATIONS

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

PATENTS

<u>Serial No.</u>	<u>Name</u>	<u>Filed</u>	<u>Status</u>
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