


FORM PTO-1595 (Rev. 03/01) OMB No. 0661-0027 (exp. 5/31/2002)		<b>RECORDATION FORM COVER SHEET PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab Settings ⇌⇌⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies):  iMedica Corporation		2. Name and address of receiving party(ies)  Name: <u>North America Venture Fund II, L.P.</u>  Internal Address: <u>as Collateral Agent</u>     Street Address: <u>3945 Freedom Circle, Suite 270</u>   City: <u>Santa Clara</u> State: <u>CA</u> Zip: <u>95054</u>  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____					
Execution Date: <u>March 22, 2002</u>					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s): <u>09/571,076; 09/871,325; 09/714,353;</u> <u>09/713,931</u> B. Patent No.(s): <u>None</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Nancy Bouch, Senior Legal Assistant</u>  Internal Address: <u>Wilson Sonsini Goodrich &amp; Rosati</u>     Street Address: <u>650 Page Mill Road, 1117-2B-P7</u>   City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94304</u>		6. Total number of applications and patents involved: <u>4</u>  7. Total fee (37 CFR 3.41) ..... \$ <u>160.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number:  <u>23-2415</u> (Ref. #24972.017)  (Attach duplicate copy of this page if paying by deposit account)			
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.  Nancy Bouch Name of Person Signing   Signature  03/26/2002 Date					
Total number of pages including cover sheet, attachments, and document: <u>6</u>					
Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231					

1/26/2002 13:19 FAX  
MAR. 27. 2002 5:27AM

IMEDICA CORP.

NO. 4294 P. 4

0006

## GRANT OF SECURITY INTEREST PATENTS

THIS GRANT OF SECURITY INTEREST, dated as of March 22, 2002, is executed by iMedica Corporation, a California corporation ("Debtor"), in favor of the Secured Parties (as defined below).

A. Pursuant to a Security Agreement, dated as of March 22, 2002 (the "Security Agreement"), executed by Debtor in favor of North American Venture Fund II, L.P., as collateral agent, and the parties listed on Exhibit A thereto (collectively, the "Secured Parties"), Debtor has secured its payment obligations under the promissory notes issued pursuant to the Note Agreement (as defined below).

B. Pursuant to a Secured Subordinated Convertible Note and Warrant Purchase Agreement, dated as of March 22, 2002 (the "Note Agreement"), among Debtor and Secured Parties, Secured Parties have agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

C. Debtor owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto (collectively, the "Patents").

D. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Patents in or to which Debtor has any right, title, interest, claim or demand. After the date of the Note Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Parties, in accordance with the provisions of Section 5(i) of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules' completeness or accuracy.

E. Debtor hereby grants to Secured Parties a security interest in all right, title and interest of Debtor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the obligations under the Note Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Parties a security interest in the Collateral to secure the prompt payment, performance and observance of the Debtor's obligations to Secured Parties.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Note Agreement and the Security Agreement.

1307288713000003  
11895-3135

3/26/2002 13:13 FAX  
MAR. 27. 2002 5:27AM

IMEDICA CORP.

NO. 4294 P. 5 007

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

IMEDICA CORPORATION

By: Charles C. Koo  
Charles C. Koo, Ph.D.  
President and Chief Executive Officer

Certificate of Acknowledgment

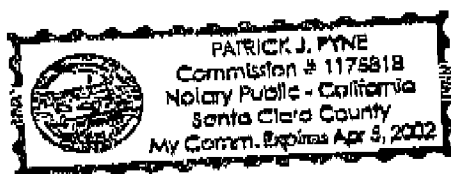
STATE OF CALIFORNIA)

COUNTY OF Santa Clara

On 3/26 - 2002, before me, PATRICK J. PYNE - Notary  
Public of the State of California, personally appeared Charles C. Koo -  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in her/his/their authorized capacity(ies), and that by his/her/their signature(s) on such  
instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature Patrick J. Pyne (Seal)



DOUCSC01300800.3  
11823-5 144N

-2-

03/26/2002 TUE 12:13 [TX/RX NO 9002] 005  
PATENT

REEL: 012522 FRAME: 0158

03/26/2002 13:13 FAX  
MAR. 27. 2002 5:27AM IMEDICA CORP. NO. 4294 P. 6 008

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PATENTS

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
N/A	N/A	N/A

DOCSSC1300600.3  
11833-5 1.75

-3-

3/26/2002 13:13 FAX  
MAR. 27. 2002 5:27AM

IMEDICA CORP.

NO. 4294 P. 7 <sup>0009</sup>

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
Medical Records Data Security System	May 15, 2000	09/571,076
Patient Referral And Physician-To-Physician Marketing Method	May 30, 2001	09/871,325
System And Method For Inventory Control And Ordering Of Medical Supplies	Nov. 16, 2000	09/714,353
Method And Apparatus For Marketing Pharmaceutical And Medical Products	November 16, 2000	09/713,931

DOCUMENT: 300800.3  
11:13:3 LPS

03/26/2002 TUE 12:13 [TX/RX NO 5002] <sup>0007</sup>  
PATENT

RECORDED: 03/26/2002

REEL: 012522 FRAME: 0160