

04-14-2000

Patent and Trademark Office



Tab settings 3.2.00

To the Honorable Commissioner of Patents and Trademarks

101320119

original documents or copy thereof.

1. Name of conveying party(ies):

CORE, INC.
18881 Von Karman Avenue, Suite 1750
Irvine, CA 92612

- Individual(s)
General Partnership
Corporation-State
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: February 28, 2000

2. Name and address of receiving party(ies):

Name: Fleet National Bank, as Agent
Internal Address: Mail Code MA BOS 01-10-07
Street Address: 100 Federal Street
City: Boston State: MA ZIP: 02110

- 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)

75-836634

B. Trademark registration No.(s)

1792878
2190192

Additional numbers attached? Yes No

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

Name: Robert J. Lewton, Esq.
Internal Address: Day, Berry & Howard LLP
Street Address: CityPlace I
City: Hartford State: CT ZIP: 06103

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41): \$ 240.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

04/13/2000 DNGUYEN 00000066 75836634

01 FC:481 40.00 DP
02 FC:482 200.00 DP

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.

Robert J. Lewton

Name of Person Signing

Signature

3-1-00

Date

Total number of pages comprising cover sheet:

2

Continuation of item 1:

Core Management, Inc. (a California corporation)  
18881 Von Karman Avenue, Suite 1750  
Irvine, California 92612

Continuation of item 4:

B. Trademark Registration No.(s)

2021872

1693806

1767630

1478454

1503374

1433207

SCHEDULE A

TRADEMARKS, TRADEMARK REGISTRATIONS, SERVICE MARKS

**1. CORE, INC.:**

**A. Trademarks Registered at Federal Level:**

<u>Trademark</u>	<u>Date Registered</u>	<u>Registration Number</u>	<u>Serial Number</u>
CONSULT THE PHYSICIANS (words only)	September 14, 1993	1792878	74-312616
CORE (words only)	September 22, 1998	2190192	74-723621
CORE (words and design)	December 10, 1996	2021872	74-723622
JOBSAFE (words only)			75-836634
PEER REVIEW ANALYSIS (words only)	June 9, 1992	1693806	74-182206
PRA (stylized letters)	April 27, 1993	1767630	74-313752

**B. Trademarks Registered at State Level:**

NONE

**2. CORE MANAGEMENT, INC. (a California corporation):**

**A. Trademarks Registered at Federal Level:**

<u>Trademark</u>	<u>Date Registered</u>	<u>Registration Number</u>	<u>Serial Number</u>
WORKABILITY (words only)	March 1, 1988	1478454	73-670463
WORKABILITY (words only)	September 6, 1988	1503374	73-661476
QUICKADMIT	March 17, 1987	1433207	73-614376

**B. Trademarks Registered at State Level:**

NONE

# AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED AGREEMENT dated as of August 31, 1998 and amended and restated as of February 28, 2000 (as further amended, supplemented, restated or otherwise modified from time to time, this "Trademark Agreement") made by CORE, INC., a Massachusetts corporation, and CORE MANAGEMENT, INC., a California corporation (each individually a "Grantor," and collectively, the "Grantors"), in favor of FLEET NATIONAL BANK, as agent (the "Agent") under the Credit Agreement (as defined herein), for the benefit of the Agent and the ratable benefit of the Banks which are from time to time parties to the Credit Agreement (the "Secured Party").

## WITNESSETH:

**WHEREAS**, CORE, INC. and Fleet National Bank ("Fleet") entered into a Credit Agreement, dated as of August 31, 1998 and certain agreements and instruments entered into pursuant thereto (the "Existing Loan Documents"), and, in connection therewith, the Grantors and Fleet entered into a Trademark Agreement dated as of August 31, 1998 (as in effect prior to the execution hereof, the "Existing Trademark Agreement");

**WHEREAS**, the Agent, the Banks and CORE, INC. have entered into an Amended and Restated Credit Agreement, amending and restating the Existing Credit Agreement and dated as of February 28, 2000 (as further amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), and have amended and restated the other Existing Loan Documents (as further amended, supplemented, restated or otherwise modified from time to time, the "Loan Documents");

**WHEREAS**, it is a condition precedent to the obligation of the Banks to make extensions of credit to CORE, INC. under the Credit Agreement that the Agent and the Grantors amend and restate the Existing Trademark Agreement, thereby granting to the Agent for the benefit of the Agent and the ratable benefit of the Banks a security interest in all of the Trademark Collateral owned by the Grantors;

NOW, THEREFORE, in consideration of the premises and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in addition to, and not in limitation of, any rights of the Secured Party under the Loan Documents, each of the Grantors hereby agrees, jointly and severally, for the benefit of the Secured Party as follows:

### 1. DEFINITIONS; RULES OF INTERPRETATION.

1.1 For the purposes of this Agreement, the following terms shall have the following meanings. All capitalized terms used in this Agreement and not otherwise defined shall have the

respective meanings ascribed thereto in the Credit Agreement. In addition, the following terms shall also have any meanings set forth elsewhere in this Trademark Agreement.

"Associated Goodwill" shall mean all goodwill of each of the Grantors or their businesses, products and services appurtenant to, associated with or symbolized by the Trademarks and/or the use thereof.

"Banks" shall have the meaning ascribed to such term in the Credit Agreement.

"Collateral" shall have the meanings ascribed to that term in the CORE Security Agreement and the Subsidiary Security Agreement.

"CORE Pledge Agreement" shall mean the Amended and Restated CORE Pledge Agreement dated as of August 31, 1998 and amended and restated as of the date hereof made by CORE, INC. in favor of the Agent, for the benefit of the Agent and the ratable benefit of the Banks, as the same may hereafter be further amended, supplemented, restated or otherwise modified from time to time.

"CORE Security Agreement" shall mean the Amended and Restated CORE Security Agreement dated as of August 31, 1998 and amended and restated as of the date hereof made by CORE, INC. in favor of the Agent, for the benefit of the Agent and the ratable benefit of the Banks, as the same may hereafter be further amended, supplemented, restated or otherwise modified from time to time.

"Credit Agreement" shall mean the Credit Agreement dated as of August 31, 1998 and amended and restated as of the date hereof between CORE, INC., the Agent, and the Banks which are from time to time parties thereto, as the same may hereafter be further amended, supplemented, restated or otherwise modified from time to time.

"Event of Default" shall have the meaning ascribed to such term in the Credit Agreement.

"Loan Documents" shall mean the Credit Agreement, the Revolving Notes, the CORE Pledge Agreement, the CORE Security Agreement, the Subsidiary Guarantee and the Subsidiary Security Agreement together with any and all other instruments, documents and agreements executed and delivered by either Grantor or the Subsidiaries from time to time in connection with the indebtedness evidenced by the Credit Agreement and the Revolving Notes, as the same may hereafter be amended, supplemented, restated or otherwise modified from time to time.

"Obligations" shall have the meaning ascribed to it in the CORE Pledge Agreement, the CORE Security Agreement, and the Subsidiary Security Agreement.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease

or other transfer or disposition of any right, interest, asset or property which constitutes Trademark Collateral, any value received as a consequence of the ownership, possession, or use of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes Trademark Collateral.

"PTO" shall mean the United States Patent and Trademark Office.

"Related Assets" shall mean all assets, rights and interests of each Grantor which uniquely reflect or embody the Associated Goodwill, including but not limited to the following: all patents, inventions, copyrights, trade secrets, confidential information, formulae, algorithms, methods, processes, compounds, know-how, operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision, licensing and sale of goods or services under or in association with any of the Trademarks, and all books and records describing or used in connection with any or all of the foregoing.

"Revolving Note" shall have the meaning ascribed to such term in the Credit Agreement.

"Subsidiary" shall have the meaning ascribed to such term in the Credit Agreement.

"Subsidiary Guarantee" shall mean the Amended and Restated Subsidiary Guarantee dated as of August 31, 1998 and amended and restated as of the date hereof, made by each of the corporations signatory thereto in favor of the Agent, for the benefit of the Agent and the ratable benefit of the Banks, as the same may hereafter be further amended, supplemented, restated or otherwise modified from time to time.

"Subsidiary Security Agreement" shall mean the Subsidiary Security Agreement dated as of August 31, 1998 and amended and restated as of the date hereof made by the corporations that are signatory thereto in favor of the Agent, for the benefit of the Agent and the ratable benefit of the Banks, as the same may hereafter be further amended, supplemented, restated or otherwise modified from time to time.

"Trademark Agreement" shall mean this Amended and Restated Trademark Security Agreement, as the same may hereafter be further amended, supplemented, restated or otherwise modified from time to time.

"Trademark Collateral" shall mean all of each Grantor's right, title and interest (to the extent each Grantor has any such right, title or interest) in and to all of the Trademarks, the Trademark Registrations, the Trademark Rights, the Associated Goodwill, the Related Assets,

and all additions, improvements and accessions to, substitutions for, replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing.

"Trademark Registrations" shall mean all past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of either Grantor or the Secured Party, and to take any and all actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

"Trademark Rights" shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of either Grantor or the Secured Party for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Registrations, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury.

"Trademarks" shall mean all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of each Grantor, including, without limitation, (i) the Trademark Registrations which are set forth on Schedule A attached hereto, or (ii) have been adopted, acquired, owned, held or used by either Grantor and are now owned, held or used by either Grantor, in either Grantor's businesses, or with either Grantor's products and services, or in which either Grantor have any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by either Grantor in either Grantor's businesses or with either Grantor's products and services, or in which either Grantor in the future acquires any right, title or interest.

"Use" of any Trademark shall include all uses of such Trademark by, for or in connection with either Grantor or their businesses or for the direct or indirect benefit of either Grantor or their businesses, including but not limited to all such uses by either of the Grantors themselves, by any of the affiliates of either Grantor, or by any licensee or contractor of either Grantor.

1.2 UCC Terms. Unless otherwise defined herein, in the Credit Agreement or in the other Loan Documents, the terms used in Article 9 of the Uniform Commercial Code of the Commonwealth of Massachusetts are used herein as therein defined.

## 2. GRANT OF SECURITY; COLLATERAL ASSIGNMENT.

2.1 Grant of Security Interest. As collateral security for the complete and timely payment, performance and satisfaction of all Obligations, each Grantor hereby unconditionally grants to the Secured Party a continuing security interest in and first priority lien on the Trademark Collateral, and pledges, mortgages and hypothecates (but does not transfer title to) the Trademark Collateral to the Secured Party.

### 2.2 Collateral Assignment.

- (a) In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Trademark Collateral provided in Section 2.1, each Grantor hereby grants, assigns, transfers, conveys and sets over to the Secured Party its entire right, title and interest in and to the Trademark Collateral; provided, however, that such grant, assignment, transfer and conveyance shall be and become of force and effect only upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Loan Documents and Article 9 of the Uniform Commercial Code (including the transfer or other disposition of the Collateral by either Grantor to the Secured Party in lieu of foreclosure). The foregoing grant, assignment, transfer and conveyance shall be referred to from time to time herein as the "Section 2.2 Assignment."
- (b) Each Grantor expressly acknowledges to the Secured Party and agrees that on the date of this Trademark Agreement the Grantors delivered the CORE Security Agreement and the Subsidiary Security Agreement pursuant to which each Grantor unconditionally granted to the Secured Party a continuing security interest in and first priority lien on the Collateral (including the Trademark Collateral). The CORE Security Agreement and the Subsidiary Security Agreement and all rights and interests of the Secured Party in and to the Collateral (including the Trademark Collateral) thereunder, are hereby ratified, confirmed, adopted and approved. In no event shall this Trademark Agreement, the Section 2.2 Assignment of the Trademark Collateral hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Loan Documents, the security interest of the Secured Party in the Collateral (including the Trademark Collateral) pursuant to the Loan Documents, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Loan Documents, this Trademark Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Secured Party in and to the Trademark Collateral (and any and all obligations of each Grantor with respect to the Trademark Collateral) provided herein, or arising hereunder or in connection



herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations each Grantor) in, to or with respect to the Collateral (including the Trademark Collateral) provided in or arising under or in connection with the Loan Documents.

2.3 Effect of Section 2.2 Assignment. Upon the effectiveness of the Section 2.2 Assignment, the Secured Party shall own the entire right, title and interest in and to the Trademark Collateral, free and clear of any lien, charge, encumbrance or claim of either Grantor or any other party. Upon such effectiveness, in addition to all other rights and remedies of the Secured Party, whether under law, the Loan Documents or otherwise (all such rights and remedies being cumulative, not exclusive, and enforceable alternatively, successively or concurrently, without notice to or consent by either Grantor except as expressly provided otherwise herein), the Secured Party's rights and remedies with respect to the Trademark Collateral, shall include but not be limited to the following, without payment of royalty or compensation of any kind to either Grantor except as expressly provided otherwise herein:

- (a) the Secured Party may exercise, in respect of the Trademark Collateral, all the rights and remedies of a secured party upon default under the Uniform Commercial Code (whether or not such Code applies to the affected Trademark Collateral) or other law applicable to any part of the Trademark Collateral.
- (b) the Secured Party may use the Trademark Collateral for all purposes for which such Trademark Collateral is registered at the PTO.
- (c) the Secured Party may, to the same extent that either Grantor has the right to do so immediately prior to the effectiveness of the Section 2.2 Assignment, license or sublicense, whether general, special or otherwise and whether on an exclusive or nonexclusive basis, any of the Trademark Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its sole discretion determine.
- (d) the Secured Party may exercise any and all rights and remedies otherwise granted hereunder or otherwise under the CORE Security Agreement and the Subsidiary Security Agreement.

2.4 In addition to the foregoing, in order to implement the assignment, sale, transfer or other disposition of any of the Trademark Collateral pursuant to Section 2.3 hereof, the Secured Party may, pursuant to the authority granted in the power of attorney provided in Section 6 hereof (such authority becoming effective upon the occurrence and during the continuation of an Event of Default), execute and deliver on behalf of each of the Grantors one or more instruments of assignment of the Trademark Collateral, in form suitable for filing, recording or registration in

any jurisdiction or country.

2.5 Effect of Section 2.2 Assignment - Grantors' Obligations.

- (a) Upon the effectiveness of the Section 2.2 Assignment provided herein, neither Grantor shall have any right, title or interest in or to any of the Trademark Collateral, and each Grantor shall immediately cease and desist in the use of the Trademarks or any colorable imitation thereof, and shall, upon written demand of the Secured Party, deliver to the Secured Party (or the Secured Party's designee) all unused or unsold goods bearing the Trademarks. This provision is not intended to terminate any licenses and rights theretofore granted by either Grantor in accordance with and as permitted by the terms of this Trademark Agreement.
- (b) In addition, upon the effectiveness of the Section 2.2 Assignment provided herein, upon the written demand of the Secured Party, each Grantor shall execute and deliver to the Secured Party an assignment or assignments of the Trademark Collateral and such other documents as are necessary or appropriate to carry out the intent and purposes of this Trademark Agreement; provided that the failure of either Grantor to comply with such demand will not impair or affect the validity of the Section 2.2 Assignment. Each Grantor agrees that any such assignment (including a Section 2.2 Assignment) and/or any recording thereof shall be applied to reduce the Obligations outstanding only (i) to the extent that the Secured Party actually receives cash proceeds in respect of the assignment, sale, license, transfer or disposition of, or other realization upon, the Trademark Collateral or (ii) to the extent that the Secured Party receives non-cash consideration in respect of the assignment, sale, license, transfer or disposition of, or other realization upon, the Trademark Collateral, by the fair market value of such non-cash consideration.

2.6 No Obligations of the Secured Party. Nothing herein contained shall be construed as obligating the Secured Party to take any of the foregoing actions at any time.

2.7 Costs and Application of Proceeds. For so long as any Obligations remain outstanding, each Grantor agrees to pay when due all reasonable costs incurred by the Secured Party in any license, assignment, sale, transfer or other disposition of all or any portion of the Trademark Collateral to or by the Secured Party, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations. The Secured Party may apply the Proceeds actually received from any such license, assignment, sale, transfer, other disposition or other collection or realization, to the reasonable out-of-pocket costs and expenses thereof; including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by or on behalf of the Secured Party in protecting or enforcing its rights upon or under this Trademark Agreement, the Trademark Collateral, the Collateral or the

Obligations, and any proceeds remaining shall be applied by the Secured Party to the Obligations, in accordance with the Loan Documents; and each Grantor shall remain liable and will pay the Secured Party on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Obligations and the balance of any expenses unpaid. Any surplus of such cash or cash proceeds held by the Secured Party and remaining after payment in full of all the Obligations shall be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

2.8 License. In addition to, and not by way of limitation of; all other rights of the Secured Party and obligations of each of the Grantors pursuant to this Trademark Agreement and the other Loan Documents, upon the effectuation of a Section 2.2 Assignment, the Secured Party shall hold, to the extent that all of the Grantors' right, title and interest in the Trademark Collateral immediately prior to the Section 2.2 Assignment so permits, an exclusive fully paid-up, irrevocable and perpetual, right and license to make use, practice and sell (or license or otherwise transfer to third persons) the Trademark Collateral for the exclusive purpose of (and to the extent necessary and sufficient for) the full and complete enjoyment and exercise of and realization upon the rights, remedies and interests of the Secured Party pursuant to this Trademark Agreement and the other Loan Documents.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants to, and covenants and agrees with, the Secured Party, as follows:

3.1 Schedules of Trademarks. Set forth on Schedule A hereto is a true and complete list of all presently owned Trademarks and Trademark Registrations of each Grantor. Schedule A comprises a true and complete list of all presently owned Trademarks and Trademark Registrations. All other agreements applicable to the Trademarks are the valid and binding obligations of all of the parties thereto, enforceable against each of such parties in accordance with their respective terms (provided that, with respect to any such parties other than the Grantors and their affiliates, such representation and warranty is made to the best of each of the Grantors' knowledge and belief).

3.2 Title. Each of the Grantors is and, to the extent deemed necessary or appropriate by each Grantor in its reasonable business judgment, will continue to be the sole and exclusive owner of the entire legal and beneficial right, title and interest in and to the Trademarks (except for licenses and rights granted in the ordinary course of business) and sufficient Trademark Collateral to preserve its rights in the Trademarks, free and clear of any lien, charge, security interest or other encumbrance, except for the security interest and conditional assignment created by this Trademark Agreement and the other Loan Documents, and except for liens and encumbrances explicitly permitted pursuant to the Loan Documents. To the extent deemed necessary or appropriate by each Grantor in its reasonable business judgment, each Grantor will defend its right, title and interests in and to the Trademarks and the Trademark Collateral against any and all claims of any third parties.

3.3 Validity and Enforceability. The Trademarks and the Trademark Registrations and Trademark Rights related thereto are subsisting, and have not been adjudged invalid or unenforceable; to the best of each Grantor's knowledge and belief, all of the Trademarks and the Trademark Registrations and Trademark Rights related thereto are valid and enforceable; neither Grantor has received any written claim by any third party that any of the Trademarks and the Trademark Registrations and Trademark Rights related thereto are invalid or unenforceable.

3.4 Exclusive Right to Use. To the best of each Grantor's knowledge and belief, the Grantors have, and shall continue to have, the exclusive right to use all the Trademarks in the manner in which they are now used, with the goods and services with which they are now used (and, in the case of registered Trademarks, for which they are registered), and throughout the geographic areas in which they are now used (and, in the case of registered Trademarks, throughout the jurisdictions in which they are registered), free and clear of any liens, charges, encumbrances, claims or rights of any third party, or restrictions on the rights of each Grantor to protect or enforce any of its Trademark Rights against any third party.

3.5 No Financing Statements, etc. There is not on file in any governmental or regulatory authority, agency or recording office, in the United States or to either Grantor's knowledge in any foreign country, any effective financing statement, security agreement, assignment, license or transfer or notice of any of the foregoing (other than those that have been filed in favor of the Secured Party) covering any of the Trademark Collateral, and neither Grantor is aware of any such filing, other than those for which duly executed termination statements have been or will be delivered to the Secured Party. So long as this Trademark Agreement shall be in effect, neither Grantor shall execute or knowingly permit to be on file in any such office or agency any such financing statement or other document or instrument (except financing statements or other documents or instruments filed or to be filed in favor of the Secured Party).

3.6 After-Acquired Trademark Collateral. Each Grantor agrees that, upon its commencement of Use of or acquisition of any right, title or interest in or to any Trademark, Trademark Registration or Trademark Right (including any variations or new versions of such scheduled Trademarks, Trademark Registrations and Trademark Rights), or upon commencement of Use of any Trademark with (or the addition to any Trademark Registration of) any new class of goods or services, the provisions of this Trademark Agreement shall automatically apply thereto. The Secured Party shall be authorized to amend Schedule A as appropriate, to include additional Trademark Registrations without the necessity for either Grantor's approval of or signature to such amendment, and each Grantor shall do all such other acts (at its own expense) deemed necessary or appropriate by the Secured Party to implement and preserve the Secured Party's interest therein (including but not limited to executing and delivering, and recording in all places where this Trademark Agreement or notice hereof is recorded, an appropriate counterpart of this Trademark Agreement). Any additional Trademarks, Trademark Registrations and Trademark Rights shall be automatically included in the "Trademarks," "Trademark Registrations" and "Trademark Rights" as defined herein. Upon the registration of a new Trademark, each of the

Grantors shall provide to the Secured Party a new Schedule A which shall amend, supplement or otherwise modify and update the prior Schedule to the then current date, and such updated Schedule A shall automatically be deemed to be a part of this Trademark Agreement.

4. **RIGHTS OF AND LIMITATIONS ON THE SECURED PARTY.** It is expressly agreed by each of the Grantors that each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it relating to the Trademark Collateral. The Secured Party shall not have any contractual obligation or liability under or in relation to the Trademark Collateral by reason of, or arising out of, this Trademark Agreement and the Secured Party's rights hereunder, or the assignment by each of the Grantors to the Secured Party of, or the receipt by the Secured Party of, any payment relating to any Trademarks, nor shall the Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of either Grantor relating to the Trademark Collateral or be liable to any party on account of either Grantor's use of the Trademark Collateral, and each of the Grantors will save, indemnify and keep the Secured Party harmless from and against all expense, loss or damage (including reasonable attorneys fees and expenses) suffered in connection with such obligations or use or suffered in connection with any suit, proceeding or action brought by the Secured Party in connection with any Trademark Collateral.

5. **PRESERVATION OF TRADEMARK COLLATERAL; COOPERATION OF THE GRANTORS.** Without limiting the obligations of each Grantor under the Loan Documents, and to the extent deemed necessary or appropriate by each Grantor in its reasonable business management, each Grantor shall take such actions as are necessary to preserve and maintain its rights in and to the Trademark Collateral and, to the extent deemed necessary or appropriate by each Grantor in its reasonable business judgment, each Grantor will defend its rights, title and interests in and to the Trademarks and the Trademark Collateral against any and all claims of any third parties. Upon the request of the Secured Party, each Grantor shall execute, acknowledge and deliver all documents and instruments and take such other actions, including without limitation testifying in any legal or administrative proceedings, as may be necessary or desirable to preserve or enforce its rights in and to the Trademark Collateral or to accomplish the purposes of this Trademark Agreement or the other Loan Documents.

6. **THE SECURED PARTY'S APPOINTMENT AS ATTORNEY-IN-FACT.**

6.1 Appointment of the Secured Party. Each Grantor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, from time to time in the Secured Party's discretion, upon and during the continuance of an Event of Default, for the purpose of carrying out the terms of this Trademark Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Trademark Agreement and, without limiting the generality of

the foregoing, hereby gives the Secured Party the power and right, on behalf of the Grantor, without notice to or assent by the Grantor, to do the following:

- (a) to apply for and prosecute any applications for recording or registrations of any Trademark Collateral, and to file any affidavits or other documents necessary or desirable to preserve, maintain or renew any such registrations;
- (b) to assign, sell or otherwise dispose of all or any part of the Grantor's right, title and interest in and to the Trademark Collateral, including without limitation the Trademarks listed on Schedule A, and all registrations and recordings thereof and pending applications therefor, provided that the Secured Party will give the Grantor not less than ten (10) days' prior written notice of the time and place of any sale or intended disposition thereof in accordance with the CORE Security Agreement and the Subsidiary Security Agreement of even date between the Grantors and the Secured Party;
- (c) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to enforce any right in respect of any Trademark; to defend any suit, action or proceeding brought against the Grantor with respect to any Trademark Collateral; to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Secured Party may deem appropriate;
- (d) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Trademarks as fully and completely as though the Secured Party were the absolute owner thereof for all purposes provided that the Secured Party will give the Grantor not less than ten (10) days' prior written notice of the time and place of any sale or intended disposition thereof in accordance with the CORE Security Agreement and the Subsidiary Security Agreement of even date between, among others, the Grantors and Secured Party;
- (e) to do, at the Secured Party's option and the Grantor's expense, at any time or from time to time, all acts and things that the Secured Party deems necessary to protect, preserve or realize upon the Trademark Collateral and the Secured Party's security interests therein, in order to effect the intent of this Trademark Agreement; and
- (f) to execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as the Secured Party may in its sole discretion determine.

Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

6.2 No Duty or Obligation. The powers conferred on the Secured Party hereunder are solely to protect the interests of the Secured Party in the Trademark Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to either of the Grantors for any act or failure to act, except for its own willful misconduct taken or omitted in bad faith.

## 7. PERFORMANCE BY THE SECURED PARTY OF THE GRANTORS' OBLIGATIONS, INDEMNIFICATION.

7.1 The Secured Party's Actions. If either Grantor shall fail to perform or comply with any of their agreements contained herein and the Secured Party, as provided for by the terms of this Trademark Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of the Secured Party incurred in connection with such performance or compliance shall be paid by either of the Grantors on demand and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the same rate as the Obligations under the Loan Documents.

7.2 Indemnification. Each Grantor shall indemnify and hold harmless the Secured Party from and against, and shall pay to the Secured Party on demand, any and all claims, actions, suits, judgments, penalties, losses, damages, costs, disbursements, expenses, obligations or liabilities of any kind or nature (except those resulting from the Secured Party's gross negligence or willful misconduct) arising in any way out of or in connection with this Trademark Agreement, the Trademark Collateral, custody, preservation, use, operation, sale, license (or other transfer or disposition) of the Trademark Collateral, any alleged infringement of the intellectual property rights of any third party, the production, marketing, delivery and sale of the goods and services provided under or in connection with any of the Trademarks or the Trademark Collateral, the sale of, collection from or other realization upon any of the Trademark Collateral, the failure or omission of either Grantor to perform or observe any of the provisions hereof, or matters arising in connection with this Trademark Agreement and their obligations hereunder. Each Grantor shall also indemnify and hold harmless the Secured Party against any claims, actions, suits, judgments, penalties, losses, damages, costs, disbursements, expenses, obligations or liabilities arising out of or in connection with any fault, negligence, act or omission of either Grantor in connection with this Trademark Agreement and their obligations hereunder (regardless of whether such fault, negligence, act or omission occurred or occurs prior to or after such effectiveness). Neither Grantor shall make any claim against the Secured Party for or in connection with the exercise or enforcement by the Secured Party of any right or remedy granted to it hereunder, or any action taken or omitted to be taken by the Secured Party hereunder (except for the gross negligence or willful misconduct of the Secured Party).

8. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an Event of Default:

- (a) The failure of either Grantor to pay any amount on the date or in the manner required hereunder;
- (b) The default of either Grantor in the due performance or observance of any other covenant, condition or provision to be performed or observed by it hereunder; or
- (c) The occurrence of an Event of Default under the Loan Documents.

9. REMEDIES, RIGHTS UPON DEFAULT. If an Event of Default occurs and is continuing:

- (a) the Secured Party may exercise for the benefit of the Secured Party, in addition to all other rights and remedies granted in the Loan Documents, in this Trademark Agreement, and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC.
- (b) the Secured Party may exercise, with respect to the Trademark Collateral, all of the rights and remedies granted to it under the CORE Security Agreement and the Subsidiary Security Agreement with respect to the Collateral (as defined therein).
- (c) To the extent that it may lawfully do so, each Grantor agrees that it will not at any time insist upon, plead or in any manner whatsoever claim or take the benefit or of any appraisal, valuation, stay, extension or redemption laws, or any law permitting it to direct the order in which the Trademarks or any part thereof shall be sold, now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance or enforcement of this Trademark Agreement or the Obligations and hereby expressly waives all benefit or advantage of any such laws and covenants that it will not hinder, delay or impede the execution of any power granted or delegated to the Secured Party in this Trademark Agreement, but will suffer and permit the execution of every such power as though no such laws were in force.
- (d) Each Grantor shall be responsible for any and all reasonable expenses, including reasonable attorneys' fees and expenses, incurred or paid by the Secured Party in protecting or enforcing any rights of the Secured Party hereunder. The Secured Party shall also have the right to pay all other sums deemed necessary or desirable by it for the preservation and protection of the Trademarks, or for the realization thereupon, including taxes, insurance, application and renewal fees, and any other



fees or costs. All such sums so paid by the Secured Party shall be "Obligations" within the meaning of this Trademark Agreement, due upon demand.

10. NOTICES. Except as otherwise specified herein, all notices, requests, demands or other communications to or on either Grantor or the Secured Party shall be in writing (including teletransmissions), and shall be given or made as provided in the Loan Documents.

11. SEVERABILITY. Any provision herein that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. NO WAIVER OF RIGHTS. No failure to exercise nor any delay in exercising, on the part of the Secured Party, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege operate as a waiver of any further or complete exercise thereof. No waiver shall be effective unless in writing. No waiver or condonation of any breach on one occasion shall be deemed a waiver or condonation on any other occasion.

13. CUMULATIVE REMEDIES. This Trademark Agreement and the obligations of each of the Grantors hereunder are in addition to and not in substitution for any other obligations or security interests now or hereafter held by the Secured Party and shall not operate as a merger of any contract or debt or suspend the fulfillment of or affect the rights, remedies, powers, or privileges of the Secured Party in respect of any obligation or other security interest held by it for the fulfillment thereof. The rights and remedies provided hereunder are cumulative and not exclusive of any other rights or remedies provided by law or under the Loan Documents.

14. SPECIFIC ENFORCEMENT. Due to the unique nature of the Trademark Collateral, and in order to preserve its value, each of the Grantors agrees that the Grantors' agreements, duties and obligations under this Trademark Agreement shall be subject to specific enforcement and other appropriate equitable orders and remedies.

15. SUCCESSORS. This Trademark Agreement shall be binding upon and inure to the benefit of the Grantors, the Secured Party and their respective successors and assigns, except that neither Grantor may assign or transfer its rights or obligations hereunder without the prior written consent of the Secured Party. The Secured Party may from time to time assign its rights and delegate its obligations, in which event each Grantor shall only have recourse to the assignee for the performance of the Secured Party's obligations that have been so delegated.

16. GOVERNING LAW. This Trademark Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Massachusetts without reference to its choice or conflict of laws, rules or principles.

17. COUNTERPARTS. This Trademark Agreement may be executed by one or more of the parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

18. DESCRIPTIVE HEADINGS. The captions in this Trademark Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

19. WAIVER OF TRIAL BY JURY. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, OR AS TO THE VALIDITY, PROTECTION, INTERPRETATION, ADMINISTRATION, COLLECTION OR ENFORCEMENT HEREOF OR THEREOF OR PURSUANT TO THE LOAN DOCUMENTS, OR ANY OTHER CLAIM OR DISPUTE HOWSOEVER ARISING BETWEEN GRANTORS AND THE SECURED PARTY.

20. SUBMISSION TO JURISDICTION; WAIVERS. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) SUBMIT FOR THEMSELVES AND THEIR PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS TRADEMARK AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH THEY ARE PARTIES, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NONEXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE DISTRICT OF MASSACHUSETTS, AND APPELLATE COURTS FROM ANY THEREOF; AND (B) CONSENT THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVE ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREE NOT TO PLEAD OR CLAIM THE SAME.

***[SIGNATURE PAGES FOLLOW]***

IN WITNESS WHEREOF, each Grantor has caused this Trademark Agreement to be executed by its duly authorized officer as of the date first written above.

Witness:

CORE, INC.

Ann Cassidy

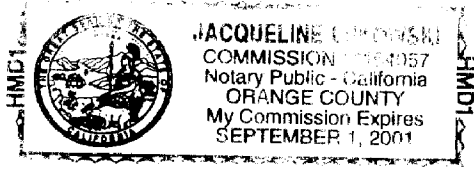
William E. Nixon  
Name: WILLIAM E NIXON  
Title: EVP + CEO

STATE OF CALIFORNIA

COUNTY OF ORANGE

2/21, 2000

Then personally appeared the above-named WILLIAM E. NIXON and stated that he is a duly authorized officer of CORE, INC., and acknowledged the foregoing to be his free act and deed and the free act and deed of said corporation, before me,



Jacqueline Lukowski  
Notary Public  
My commission expires: 9/1/2001

IN WITNESS WHEREOF, each Grantor has caused this Trademark Agreement to be executed by its duly authorized officer as of the date first written above.

Witness:

**CORE MANAGEMENT, INC. (a California corporation)**

Ann Cassidy

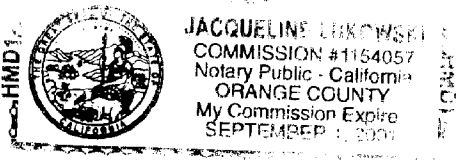
[Signature]  
Name: WILLIAM E NIXON  
Title: EVP + CEO

STATE OF CALIFORNIA

COUNTY OF Orange

2/21, 2000

Then personally appeared the above-named William E. Nixon and stated that he is a duly authorized officer of Core Management, Inc., and acknowledged the foregoing to be his free act and deed and the free act and deed of said corporation, before me,



Jacqueline Lukowski  
Notary Public  
My commission expires: 9/1/2001

SCHEDULE A

TRADEMARKS, TRADEMARK REGISTRATIONS, SERVICE MARKS

1. CORE, INC.:

A. Trademarks Registered at Federal Level:

<u>Trademark</u>	<u>Date Registered</u>	<u>Registration Number</u>	<u>Serial Number</u>
CONSULT THE PHYSICIANS (words only)	September 14, 1993	1792878	74-312616
CORE (words only)	September 22, 1998	2190192	74-723621
CORE (words and design)	December 10, 1996	2021872	74-723622
JOBSAFE (words only)			75-836634
PEER REVIEW ANALYSIS (words only)	June 9, 1992	1693806	74-182206
PRA (stylized letters)	April 27, 1993	1767630	74-313752

B. Trademarks Registered at State Level:

NONE

2. CORE MANAGEMENT, INC. (a California corporation):

A. Trademarks Registered at Federal Level:

<u>Trademark</u>	<u>Date Registered</u>	<u>Registration Number</u>	<u>Serial Number</u>
WORKABILITY (words only)	March 1, 1988	1478454	73-670463
WORKABILITY (words only)	September 6, 1988	1503374	73-661476
QUICKADMIT	March 17, 1987	1433207	73-614376

B. Trademarks Registered at State Level:

NONE

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