

05-21-2001

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Docket No.:  
299/25326



101723300

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):

**MedAssets Acquisition Corporation**  
280 South Mt. Auburn Road  
Cape Girardeau, MO 63701

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

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

3. Nature of conveyance:

5-14-01

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 05/02/2001

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

Name: Firststar Bank, N.A.

Internal Address: \_\_\_\_\_

Street Address: One Firststar Plaza

City: St. Louis State: MO ZIP: 63101

- Individual(s) citizenship
- Association National banking
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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 numbers(s):

A. Trademark Application No.(s)

See attached  
Schedule

B. Trademark Registration No.(s)

See attached  
Schedule

Additional numbers attached?  Yes  No

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

Name: Mitzi G. Cherry

Internal Address: Thompson Coburn LLP

Street Address: One Firststar Plaza

City: St. Louis State: MO ZIP: 63101

6. Total number of applications and registrations involved:.....

29

7. Total fee (37 CFR 3.41):.....\$ 740.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

For deficiencies only 20-082.3

DO NOT USE THIS SPACE

740E

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.

Mitzi G. Cherry

Name of Person Signing

*Mitzi G. Cherry*

Signature

5/10/2001

Date

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

SCHEDULE

**Pending Applications:**

The HSCA Pharmacy Monitor	Serial No. 75/606,729
CAPTURE	Serial No. 75/670,819
Improving Purchasing to Improve Healthcare	Serial No. 75/670,820
PrimeCare by HSCA	Serial No. 75/739,108
CDQuickNet	Serial No. 75/763,004
HSCA Clinical Pharmacy Program	Serial No. 75/798,174
The Food & Nutrition Program by HSCA	Serial No. 75/811,269
HSCA SELECT	Serial No. 75/868,924
HSCA TODAY/IMAGING	Serial No. 76/010,481
HSCA SELECTNET	Serial No. 76/084,330
HSCA TODAY/PERIOPERATIVE	Serial No. 76/084,338
HSCA TODAY/SELECT	Serial No. 76/084,339

**Issued Registrations:**

HSCA Health Services Corporation of America	1,324,969
The Laboratory Program by HSCA	1,638,600
The Pharmacy Program by HSCA	1,656,422
Cooperative Acquisition Program	1,679,089
National in Scope ... Regionally Directed ... Personally in Touch	1,705,316
The Travel Agency by HSCA	1,722,535
PEPS	1,741,616
The Materials Management Program by HSCA	1,751,504
CDQuick	1,761,648
HSCA Today	1,779,654
CAP	1,789,618
Synergies by HSCA (United States Patent and Trademark Office)	1,925,813
North American Health Alliance	2,058,444
(Bouncing Ball)	2,081,653
NorAm	2,276,685
National Healthcare Coalition	2,359,950
Pharmacy Practice Digest by HSCA	2,414,555

PATENT, TRADEMARK AND LICENSE  
SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into this 2nd day of May, 2001, by MEDASSETS ACQUISITION CORPORATION, a Delaware corporation ("Borrower"), in favor of FIRSTAR BANK, N. A., a national banking association, as agent (in such capacity, the "Agent") for itself (in such capacity, "Firststar"), and any other entity which now or at any time hereafter shall execute the Loan Agreement (as hereinafter defined) as a "Bank" together with their respective affiliates (collectively, the "Banks").

WITNESSETH:

WHEREAS, Borrower is obligated to the Banks and Agent pursuant to that certain Loan Agreement dated the date hereof by and among Borrower, Agent and the Banks (as the same may be amended, modified, extended or renewed, the "Loan Agreement"; capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to the Agent and the Banks entering into the Loan Agreement, the Agent and the Banks have required that Borrower execute and deliver this Agreement to the Agent for the ratable benefit of the Banks; and

WHEREAS, in order to induce the Agent and the Banks to enter into the Loan Agreement, Borrower has agreed to execute and deliver this Agreement to the Agent for the ratable benefit of the Banks;

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement under which Borrower has granted to the Agent for the ratable benefit of the Banks a lien on and security interest in, among other things, all accounts, inventory, general intangibles, machinery, equipment, books, records, goodwill, patents and trademarks now owned or hereafter acquired by Borrower and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby covenants and agrees with the Agent as follows:

1. Grant of Security Interest. For value received, Borrower hereby grants to the Agent for the ratable benefit of the Banks a security interest in and lien on, all of Borrower's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising:

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, re-examinations, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for

past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clause (i) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference (but excluding U. S. "intent-to-use" applications for trademark or service mark registrations pursuant to Section 1(b) of the Lanham Act unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed); and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clause (i) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Borrower and any other party, whether Borrower is licensor or licensee (all of the forgoing license agreements and Borrower's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of any and all of the present and future Borrower's Obligations (as defined in the Loan Agreement) (hereinafter collectively referred to "Secured Obligations").

2. Representations, Warranties and Covenants of Borrower. Borrower hereby represents and warrants to the Agent and each of the Banks, and covenants and agrees with the Agent and each of the Banks, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability (except as otherwise specifically disclosed by Borrower in the Loan Agreement);

(b) to the best of Borrower's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) Except as specifically disclosed in the Loan Agreement (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Except as specifically disclosed in the Loan Agreement, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Borrower not to sue third persons, excluding only the security interest granted to the Agent for the ratable benefit of the Banks;

(e) Borrower has the unqualified right to enter into this Agreement and perform its terms;

(f) Consistent with Borrower's reasonable business practices, Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Licenses;

(g) Borrower has the exclusive, royalty-free right and license to use the Patents and Trademarks and agrees not to transfer any rights or interest in any of the Patents, Trademarks or Licenses during the term of this Agreement without the prior written consent of the Required Banks; and

(h) Except as specifically disclosed in the Loan Agreement, Borrower has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks or Licenses.

3. Inspection Rights; Product Quality. Borrower will permit inspection of Borrower's facilities and Borrower's agents' and contract manufacturers' facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks or Licenses and inspection of the products and records relating thereto by the Agent and each of the Banks during normal business hours and at other reasonable times in accordance with the provisions of the Loan Agreement. Borrower will reimburse the Agent and each of the Banks upon demand for all costs and expenses incurred by Agent or any of the Banks in connection with any such inspection conducted by Agent or any of the Banks while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of Borrower may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Borrower agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices, and (ii) to provide the Agent, upon the Agent's request from time to time, with a certificate of any officer of Borrower certifying Borrower's compliance with the forgoing.

4. Further Assurances. Borrower agrees that, until (i) all of the Secured Obligations shall have been paid in full, (ii) no Letters of Credit shall be outstanding and (iii) the Banks have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower under the Loan Agreement, it will not enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Borrower's obligations under this Agreement or the Loan Agreement, without the prior written consent of the Required Banks, and Borrower agrees that it shall not take any action or permit any action to be taken by others subject to its control, including

licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement. Borrower further agrees that at any time and from time to time, at the expense of Borrower, Borrower will promptly execute and deliver to the Agent any and all further instruments and documents and take any and all further action that may be necessary, or that the Agent may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable the Agent to exercise its rights and remedies hereunder with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Borrower shall (i) become aware of any existing Patents, Trademarks or Licenses of which Borrower has not previously informed the Agent, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Borrower shall give the Agent prompt written notice thereof.

6. Modification by Agent. Borrower authorizes the Agent to modify this Agreement by amending Schedules A, B, C, D and E to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Borrower if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default has occurred and is continuing, Borrower may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products or services sold by Borrower, for Borrower's own benefit and account and for none other.

8. Default. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Licenses may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Borrower associated therewith) or Licenses (but only to the extent any such License is assignable), or any interest which Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations ratably among the Banks in the order set forth in the Loan Agreement. Notice of any sale or other disposition of any of the Patents, Trademarks or Licenses shall be given to Borrower at least five (5) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks or Licenses sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released. Borrower agrees that upon the occurrence and continuance of any Event of Default, the use by the Agent and/or the Banks of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from the Agent or any of the Banks to Borrower. If an Event of Default shall occur and be continuing, the Agent shall have the right,

but shall in no way be obligated, to bring suit in its own name (for the benefit of itself and the Banks, as applicable) to enforce any and all of the Patents, Trademarks and Licenses, and, if the Agent shall commence any such suit, Borrower shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Borrower shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (i) Borrower shall pay all of the Secured Obligations in full, (ii) no Letters of Credit are outstanding, (iii) the Banks shall have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower under the Loan Agreement, and (iv) the Loan Agreement shall be terminated, this Agreement shall terminate and the Agent shall execute and deliver to Borrower all instruments as may be necessary or proper to terminate the Agent's security interest therein to permit Borrower to record such termination with the appropriate patent and trademark offices, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Borrower on demand by the Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Four Percent (4.00%) over and above the Adjusted Prime Rate (which interest rate shall fluctuate as and when the Adjusted Prime Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Borrower.

11. Preservation of Patents, Trademarks and Licenses. Borrower shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter as commercially reasonable, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Borrower's obligations under this Section 11 shall be borne by Borrower.

12. Agent Appointed Attorney-In-Fact. If any Event of Default shall have occurred and be continuing, Borrower hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Borrower and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Borrower and the Agent and consented to by the Required Banks, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Borrower may not assign or delegate any of its rights of obligations under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURES ON NEXT PAGE]**




IN WITNESS WHEREOF, Borrower and the Agent have executed this Patent, Trademark and License Security Agreement this 2nd day of May, 2001.

MEDASSETS ACQUISITION CORPORATION ("Borrower")

By:   
Title: VP & Secretary

FIRSTAR BANK, N. A.,  
as Agent (the "Agent")

By:   
Title: C. Alec Bancroft

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MD )  
 ) SS  
COUNTY OF CAPE )  
BIRARDEAU

On this 2<sup>nd</sup> day of May, 2001, before me personally appeared JONATHAN H. BLENN to me personally known, who, being by me duly sworn, did say that she/he is the VP of MEDASSETS ACQUISITION CORPORATION, a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said ~~\_\_\_\_\_~~ H. BLENN acknowledged said instrument to be the free act and deed of said corporation. JONATHAN

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



[Signature]  
Notary Public

My Commission Expires:  
7-11-02

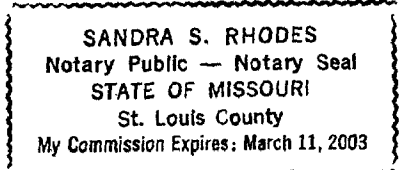
STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

On this 3<sup>rd</sup> day of May, 2001, before me appeared L. Alec Blanc III, to me personally known, who, being by me duly sworn, did say that she/he is a Senior Vice President of FIRSTSTAR BANK, N. A., a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said L. Alec Blanc III acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal) [Signature]  
Notary Public

My Commission Expires:  
3/11/03



SCHEDULE A

United States Patents

<u>Reg. No.</u>	<u>Issue Date</u>	<u>Exp. Date</u>	<u>Description</u>
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None.

SCHEDULE B

United States Patent Applications

None.

SCHEDULE C

United States Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CDQuick	1,761,648	03/30/1993
CAP	1,789,618	08/24/1993
Cooperative Acquisition Program	1,679,089	03/10/1992
HSCA Today	1,779,654	06/29/1993
The Laboratory Program by HSCA	1,638,600	03/19/1991
The Materials Management Program by HSCA	1,751,504	02/09/1993
NorAm	2,276,685	09/07/1999
National in Scope ... Regionally Directed ... Personally in Touch	1,705,316	08/04/1992
National Healthcare Coalition	2,359,950	06/20/2000
North American Health Alliance	2,058,444	04/29/1997
PEPS	1,741,616	12/22/1992
Pharmacy Practice Digest by HSCA	2,414,555	12/19/2000
The Pharmacy Program by HSCA	1,656,422	09/10/1991
Synergies by HSCA (Canadian Intellectual Property Office)	TMA472,983	03/19/1997
Synergies by HSCA (United States Patent and Trademark Office)	1,925,813	10/10/1995
The Travel Agency by HSCA	1,722,535	10/06/1992
Pharmacy Electronic Pricing System (Copyright)	3,038,686	01/02/1991
HSCA Health Services Corporation of America	1,324,969	03/12/1985
(Bouncing Ball)	2,081,653	07/22/1997

SCHEDULE D

United States Trademark Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Issue Date</u>
The Laboratory Program by HSCA (renewal application)	1,638,600	03/19/2001
The Pharmacy Program by HSCA (renewal application)	1,656,422	01/16/2001
CAPTURE	Serial No. 75/670,819 reg pending	03/29/1999
CDQuickNet	Serial No. 75/763,004 reg pending	07/28/1999
HSCA Clinical Pharmacy Program	Serial No. 75/798,174 reg pending	09/13/1999
HSCA SELECT	Serial No. 75/868,924 reg pending	11/22/1999
HSCA SELECTNET	Serial No. 76/084,330 reg pending	06/27/2000
HSCA TODAY/IMAGING	Serial No. 76/010,481 reg pending	03/27/2000
HSCA TODAY/PERIOPERATIVE	Serial No. 76/084,338 reg pending	07/06/2000
HSCA TODAY/SELECT	Serial No. 76/084,339 reg pending	07/06/2000
Improving Purchasing to Improve Healthcare	Serial No. 75/670,820 reg pending	03/29/1999
PrimeCare by HSCA	Serial No. 75/739,108 reg pending	06/29/1999
The Food & Nutrition Program by HSCA	Serial No. 75/811,269 reg pending	09/20/1999
The HSCA Pharmacy Monitor	Serial No. 75/606,729 reg pending	12/16/1998

## SCHEDULE E

### Licenses

#### Subscriptions:

First Databank Database  
MSDN subscription  
MS Technet subscription

#### Licensed Software

NT Workstation 4.0/2000  
Windows 94  
NT Server 4.0/2000  
SQL server 7.0/2000  
BackOffice (NT Server/SQL/MS Exchange/SMS)  
Microsoft Office  
Microsoft Office Professional  
Outlook 98/2000  
Great Plains Dynamics  
Dataview 2000 (Marketshare database from IMS, includes database subscription)  
Micromedex  
ADP payroll software  
Visio 2000  
PC Anywhere  
Employee Appraiser  
Sterling's Gencare  
Smartdraw  
Secure Computing SideWinder  
Secure Computing Firewall Clients  
Adobe Acrobat with pdf writer  
Viewmail/fax  
MS Publisher  
Dream Weaver  
MS Project  
Arcserve 2000  
Norton Antivirus  
EZ cdcreator  
OrgPlus  
PhotoPC for digital camera

#### Programmers

Visual Studio  
Protoview DataTable  
Protoview TreeControl  
Mabyry FTP control  
PowerTCP  
Ultraedit  
Microscript

**.Licenses**

HSCA licenses the Synergies Electronic Program and the Synergies Interface ("SI") to and receives license and other fees from the Sisters of Charity of Leavenworth for:

**Butte:**  
SMS System  
SI and interface Installation  
Travel and Expense

**Denver:**  
ESi System  
SI and interface Installation  
Travel and Expense

**Miles City:**  
SI and interface Installation  
Travel and Expense

**Providence:**  
ESi System

**Grand Junction:**  
Meditech System  
SI and interface Installation  
Travel and Expense

**Billings:**  
Continental-Matcon System  
SI and interface Installation  
Travel and Expense

**Topeka:**  
HBO-C System  
SI and interface Installation  
Travel and Expense

**Santa Monica:**  
Meditech System  
SI and interface Installation  
Travel and Expense

**Other Licenses:**

1. The Synergies Advanced Information Services CDQuick Plus, including maintenance is licensed to the Sisters of Charity of Leavenworth under an authorization dated 11/12/1998.
2. The Synergies Advanced Information Services Master Item File, Phase I, II, III, and IV and maintenance, and Mercy-Net and maintenance are licensed to the Sisters of Mercy Health System, St. Louis under an authorization dated 04/13/1999.
3. Under Synergies Electronics Program, the Synergies Strategic Information module and CDQuick Interface are licensed to Augusta Medical Center under an authorization dated 05/06/1999.
4. Travel Agency by HSCA has a license to engage in the business, occupation or calling of Brokers within the city of Cape Girardeau for one year beginning on 01/01/2001 and ending 12/31/2001.
5. The Imagemaker has a license to engage in the business, occupation or calling of Commercial Printing, NEC, within the city of Cape Girardeau for one year beginning on 01/01/2001 and ending 12/31/2001.