

07-19-2001

7.12.01



TO: The Commissioner of Patents and Trademark

101782738

... document(s) or copy(ies).

Submission Type

- New
- Resubmission Document ID# (Non-Recordation)
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
06/28/01

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

06/28/01

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an assignment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

7/18/2001 10:00:00 AM 101782738

Domestic Representative Name and Address

Enter for the first Receiving Party Only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
 Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="78/021,678"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,828,642"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account
 Deposit Account
 (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #
 Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Steven D. Thomas
Name of Person Signing

Steven D. Thomas
Signature

July 10, 2001
Date Signed

COLLATERAL ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PROJECT CLICK, INC., a Delaware corporation (the "**Assignor**"), collaterally assigns and grants to BANK OF AMERICA, N.A., as Collateral Agent (the "**Collateral Agent**") for the benefit of (a) Bank of America, N.A., as administrative agent on behalf of the Participants referred to in the Security Agreement (as hereinafter defined), and (b) KEDI Limited, a Cayman Islands limited liability company (collectively, the "**Secured Parties**"), a security interest in (all of which are herein collectively referred to as the "**Collateral**") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "**Marks**"), (ii) all of the Assignor's right, title and interest in and to the United States patents and patent applications set forth on Schedule B attached hereto (the "**Patents**"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.


THIS COLLATERAL ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in PCI Security Agreement dated as of June 28, 2001 between the Assignor and the Collateral Agent (as amended, supplemented or modified from time to time, the "**Security Agreement**"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Assignor an instrument in writing releasing the collateral assignment and security interest in the Collateral acquired under this Collateral Assignment.

THIS COLLATERAL ASSIGNMENT has been granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Collateral Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement may be executed in counterparts, each such counterpart shall be binding on the parties hereto, notwithstanding that such parties are not signatories to the same counterparts.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Collateral Assignment as of the 28th day of June, 2001.

PROJECT CLICK, INC., a Delaware corporation

By: 
Name: Andrew L. Stidd
Title: President

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent


By: _____
Name:
Title:

COLLATERAL ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENT AND TRADEMARKS

TRADEMARK
REEL: 002331 FRAME: 0362

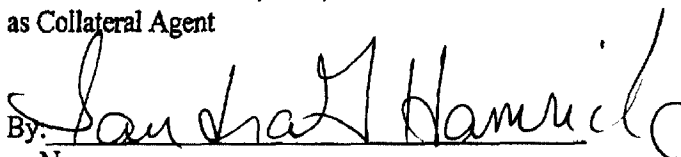
IN WITNESS WHEREOF, the undersigned have executed this Collateral Assignment as of the 27th day of June, 2001.

PROJECT CLICK, INC., a Delaware corporation

By: 
Name: Andrew L. Stidd
Title: President

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: SANDRA G. HAMRICK
Title: SENIOR VICE PRESIDENT

COLLATERAL ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENT AND TRADEMARKS

TRADEMARK
REEL: 002331 FRAME: 0363

SCHEDULE A

Project Click, Inc.

U.S. Trademarks

Registered Mark

Mark	Registration No.	Registration Date
MEDIFAX	1,828,642	3/29/94

Pending Application

Mark	Appl. Ser. No.	Filing Date
MEDICLAIM	78-021,678	8/17/00