

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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):
Diebold, Incorporated

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

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

2. Name and address of receiving party(ies)
Name: **Medecorx, Inc.**
Internal Address: _____
Street Address: **Suite 300N, 5600 Roswell Road**
City: **Atlanta** State: **GA** Zip: **30342**

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other **Conditional Assignment, License Back and Security Agreement**
Execution Date: **July 12, 2001**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,262,839; 1,898,025; 1,899,724; 2,423,686
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Ralph E. Jocke**
Internal Address: **Walker & Jocke, L.P.A.**
Street Address: **231 South Broadway**
City: **Medina** State: **OH** Zip: **44256**

6. Total number of applications and registrations involved: **4**

7. Total fee (37 CFR 3.41).....\$ **160.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
04-1077
(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.

Ralph E. Jocke **2/14/02**
Name of Person Signing Signature ~~10/24/01~~ Date

Total number of pages including cover sheet, attachments, and document: **11**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Version 07.12.2001

EXHIBIT K-1

CONDITIONAL ASSIGNMENT, LICENSE-BACK AND SECURITY AGREEMENT

This CONDITIONAL ASSIGNMENT, LICENSE-BACK AND SECURITY AGREEMENT (hereinafter "Assignment") is entered into this 12th day of July, 2001 by and between Medecorx, Inc. (hereinafter "Medecorx") and Diebold, Incorporated (hereinafter "Diebold").

Recitals

WHEREAS, Medecorx and Diebold have entered into an Asset Purchase and Sale Agreement dated July 12, 2001 (hereinafter "APA") pursuant to which Medecorx is acquiring certain assets of Diebold's MedSelect Systems Division; and

WHEREAS, Medecorx is acquiring pursuant to the APA certain patents and trademarks pertinent to the business conducted by Diebold's MedSelect Systems Division, subject to retention of certain rights and of a security interest by Diebold; and

WHEREAS, pursuant to the APA Medecorx and Diebold are entering into a Loan and Security Agreement dated July 12, 2001 ("LSA") under which Diebold is loaning funds to Medecorx and being granted a security interest.

NOW THEREFORE, for good and valuable consideration including the promises set forth herein the parties agree as follows:

Version 07.12.2001

Part 1 Definition

- (a) "Patents" means all or any one of the following U.S. patents and applications, as well as any divisionals, continuations, continuations-in-part, renewals or substitutes thereof, and as to any patents issued or eventually issued, any reissues or reexamined patents.

U.S. Patent No.	Title	Attorney Docket No.
5,404,384	Inventory Monitoring Apparatus Employing Counter for Adding and Subtracting	D-1064
5,533,079	Inventory Monitoring Apparatus	D-1065
5,790,409	Inventory Monitoring and Dispensing System for Medical Items	D-1056
5,848,593	Systems for Dispensing a Kit of Associated Medical Items	D-1075
5,912,818	System for Tracking and Dispensing Medical Items	D-1085
5,957,372	Apparatus and Method for Accepting Return of Unused Medical Items	D-1072
5,961,036	Apparatus and Method for Accepting Return of Unused Medical Items	D-1072 CIP
5,971,593	Dispensing System for Medical Items	D-1056 DIV4
5,993,046	System for Dispensing Medical Items by Brand or Generic Name	D-1074
6,019,249	Apparatus for Dispensing Medical Items	D-1079
6,073,834	Apparatus and Method for Accepting Return of Unused Medical Items	D-1072 CDV
6,108,588	Restocking Method for a Medical Item Dispensing System	D-1056 DIV1
6,112,502	Restocking Method for a Medical Item Dispensing System	D-1094

Version 07.12.2001

6,141,942	Apparatus and Method for Loading Medical Items in a Dispenser Module	D-1088
6,163,737	Medical Item Dispensing Apparatus	D-1076

Pending U.S. Patent Applications

Serial No.	Title	Docket No.
09/014,076	Method of Tracking and Dispensing Medical Items	D-1056 DIV3
09/086,857	System for Tracking and Dispensing Medical Items from Environmentally Controlled Storage Area	D-1093
09/288,685	Medical Cabinet With Adjustable Drawers	D-1108
09/384,560	Method of Dispensing Medical Items	D-1079 DIV
09/428,035	Method of Dispensing and Tracking the Giving of Medical Items to Patients	D-1123
09/428,036	Method of Tracking and Dispensing Medical Items to Patients Through Self Service Delivery System	D-1124
09/578,540	Medical Item Dispensing System	D-1056 DIV1+1
09/849,625	Method of Tracking and Dispensing Medical Items	D-1137

(b) "Trademarks" means all or any one of the following marks:

Mark	U.S. Registration No.
MEDSELECT	2262839
MEDSELECT SYSTEMS	1898025
SELECTRAC	1899724

Version 07.12.2001

MEDSELECT SMARTSTOCK	2423686
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Mark	Canadian Trademark Registration No.
MEDSELECT SYSTEMS	TMA537868

Part 2 Assignment of Patents

Diebold hereby assigns to Medecorx, Diebold's right, title and interest in and for the United States and its territorial possessions, including the right to claim priority, in the Patents, subject to the retention of rights by Diebold as stated herein, in the APA, and in the LSA. Medecorx's rights to the Patents, including any and all of Medecorx's successors, assigns and licensees, of any or all of the Patents, are subject to the restrictions set forth in this Assignment, in the APA and in the LSA.

Part 3 Retention of Rights by Diebold and Security Interest

- (a) Diebold retains a fully paid, nonexclusive license to any and all rights currently in effect or eventually granted under any of the Patents in accordance with the terms of the APA including without limitation Section 11.3 of the APA. Diebold's retained license rights are subject to the noncompetition provisions in the APA, including without limitation Section 12.12 of the APA.

Version 07.12.2001

- (b) Diebold retains all claims for an infringement under any of the Patents by any third party prior to the date of this Assignment in accordance with the APA, including without limitation Section 11.3 of the APA.
- (c) Medecorx hereby grants to Diebold, and Diebold accepts a continuing general lien on and a security interest in, each and all of the Patents, and any and all proceeds thereof. Diebold will make of record in the U.S. Patent and Trademark Office Diebold's security interest in the Patents, and will file a release of such security interest in the Patent and Trademark Office when the APA has been fully performed by Medecorx and the amounts have been paid by Medecorx to Diebold in accordance with the LSA.

Part 4 Maintenance

- (a) Medecorx agrees to pay all maintenance fees and take such other actions as may be reasonably necessary to maintain in force all Patents as required in the APA including without limitation Section 11.2 of the APA. If Medecorx acts or refrains from acting in any manner which would cause any Patent to lapse or cease to have effect prior to expiration of the full and complete possible period of effectiveness for any reason, Medecorx shall give notice to Diebold at least two (2) months before such Patent (including any pending application) shall lapse or cease to have effect, and upon written request from Diebold, Medecorx shall immediately assign all right and title in any such Patent to Diebold. The

Version 07.12.2001

obligations pursuant to this Part 4(a) shall be binding upon Medecorx and its successors and assigns, as well as to each and every successor assignee of rights under any of the Patents.

(b) In the event that: (i) Medecorx or any successor thereto in title to any Patent gives Diebold notice that a Patent shall lapse or cease to have effect in accordance with Part 4(a) above and/or gives such notice in accordance with the APA, and Medecorx or any such successor does not assign such Patent to Diebold within thirty (30) days of the giving of such notice, or (ii) if any such Patent is about to lapse within fifteen (15) days and in Diebold's reasonable judgment some action needs to be taken to keep such Patent in force, or (iii) if any such Patent has lapsed; Medecorx (as well as any successor or assign thereof then holding title to such Patent) hereby grants to Diebold a limited power of attorney to execute on behalf of Medecorx (or any such successor or assign), such assignments or other documents as may be necessary to transfer title to such Patent that has lapsed or which is about to lapse, to Diebold. If a Patent has lapsed, Medecorx (as well as any successor or assign thereof last holding title to such Patent) will provide reasonable cooperation to Diebold including signing such papers as may be necessary to revive such lapsed Patent.

Version 07.12.2001

Part 5 Prior Infringement Claims

- (a) Diebold retains all rights and claims against third parties for infringement of any of the Patents which may have accrued prior to the date of this Assignment in accordance with the APA, including without limitation Section 11.3 of the APA.
- (b) In the event that Diebold desires to present a claim against a third party for infringement of any of the Patents, which claim accrued prior to the date of this Assignment, Medecorx (including any successor or assign thereof) will at Diebold's option, either join in the action (at Diebold's expense), or assign title to such Patent(s) which are the basis of the claim, to Diebold for the duration of the action or until the claim is otherwise finally resolved. Medecorx shall not share in the cost of presenting any claim or action by Diebold, and will not receive any portion of the proceeds or damages recovered by Diebold from an infringer.
- (c) In the event that Diebold requests that Medecorx (or any successor or assign thereto) assign to Diebold one or more of the Patents for purposes of bringing a claim against the third party and Medecorx (or such successor or assign) fails to execute such assignment within thirty (30) days of Diebold's written request, Medecorx (as well as its successors and assigns) hereby grants Diebold a limited power of attorney to execute any such assignment or other documents as may be necessary to transfer title to such Patent(s) to Diebold.
- (d) In the event that Patent(s) are assigned to Diebold in accordance with this Part 5, Medecorx (or its successors and assigns) shall retain license rights to practice the

Version 07.12.2001

invention covered by each of such assigned Patents for the duration of such action and upon final disposition of such claim, Diebold shall reassign the Patents to Medecorx.

Part 6 Trademark Assignment and Security Interest

- (a) Diebold hereby assigns and transfers all right, title and interest in the Trademarks, to Medecorx, including the goodwill associated therewith.
- (b) Medecorx hereby grants to Diebold, and Diebold accepts a continuing general lien on and a security interest in, each and all of the Trademarks and the associated goodwill, and any and all proceeds thereof. Diebold will make of record in the U.S. Patent and Trademark Office its security interest in the Trademarks and goodwill, and will file a release of such security interest with the U.S. Patent and Trademark Office when the APA has been fully performed by Medecorx and the amounts have been paid by Medecorx to Diebold in accordance with the LSA.

Part 7 Successors and Assigns

The provisions of this Assignment shall be binding upon the successors and assigns of Medecorx as well as any licensees or transferees of any rights Medecorx obtains to the Patents or Trademarks under this Assignment, including without limitation any successor assignee of any of the Patents or Trademarks.

Version 07.12.2001

Part 8 Notices

Whenever any notice is required or permitted under this Assignment, such notice shall be in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, to the addresses set out below or to such other addresses as are specified by written notice delivered in accordance herewith. Notice shall be deemed given upon receipt by the intended party. It shall be the responsibility of each respective party and any successor assignee to any Patent, to give the other party written notice of its current notice address.

If to Medecorx: Medecorx
5149 Middlebury Lane
Atlanta, Georgia 30327

If to Diebold: Diebold, Incorporated
5995 Mayfair Road
P.O. Box 3077
North Canton, Ohio 44720-8077

Attn: Gregory T. Geswein
Senior Vice President and
Chief Financial Officer

with a copy to: Diebold, Incorporated
5995 Mayfair Road
P.O. Box 3077
North Canton, Ohio 44720-8077

Attn: Warren W. Dettinger
Vice President and
General Counsel

Part 9 Governing Law/Resolution of Disputes

The provisions in the APA concerning governing law and resolution of disputes, including without limitation Section 12.6 of the APA, shall apply to this Assignment.