

9/20/02

09-25-2002

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102231998

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): MediFAX-EDI, Inc. 1283 Murfreesboro Road Nashville, TN 37217 [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Tennessee [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Bank of America, N.A., as Collateral Agent Internal Address: Street Address: 231 South Lasalle Street, IL 1-231-08-30 City: Chicago State: IL Zip: 60604 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [x] Other 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

3. Nature of conveyance: [ ] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [x] Other Notice of Grant of Security Interest Execution Date: June 13, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE ATTACHED SCHEDULE B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steven D. Thomas Internal Address: Street Address: Moore & Van Allen, PLLC 2200 West Main Street, Suite 800 City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 10 7. Total fee (37 CFR 3.41): \$ 265.00 [x] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 50-2316

DO NOT USE THIS SPACE

9. Signature. Steven D. Thomas Name of Person Signing

Signature

September 20, 2002 Date

Total number of pages including cover sheet, attachments, and document: 7

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

09/24/2002 6TDM11 00000187 76300801

01 FC:481 40.00 OP 02 FC:482 225.00 OP

TRADEMARK REEL: 002587 FRAME: 0683

**TRADEMARKS AND TRADEMARK APPLICATIONS**

MediFAX-EDI, Inc

<b>Marks</b>	<b>Status</b>	<b>File Number</b>
The Potomac Group, Inc.	Application pending	76300801 (pending)
MediCLAIM	Registered	78021678
Medifax	Registered	1828642
Medifax PC+	Application pending	76337383 (pending)
Medifax POS	Application pending	76337382 (pending)
Medifax Direct	Application pending	76337381 (pending)
Medifax RA-Online	Application pending	76337380 (pending)
Medifax RA	Application pending	76337379 (pending)
Medifax EDI...Integrating Healthcare Information	Application pending	76337378 (pending)
Medifax EDI...Your Healthcare Connectivity Partner	Application pending	76337377 (pending)
<del>Medifax-EDI</del>	<del>Application pending</del>	<del>76288760 (pending)</del>

*Abandoned*

**PATENT AND PATENT APPLICATIONS**

None.

**NOTICE OF GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MediFAX-EDI, Inc., a Tennessee corporation (the "*Assignor*"), 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) Bank of America, N.A., as administrative agent for the Lenders referred to in the Security Agreement (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 NOTICE OF GRANT OF SECURITY INTEREST 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 the Amended and Restated PCI Security Agreement dated as of June 13, 2002 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 security interest in the Collateral acquired under this Notice of Grant of Security Interest.

THIS NOTICE OF GRANT OF SECURITY INTEREST 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 Notice of Grant of Security Interest 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 13<sup>th</sup> day of June, 2002.

MEDIFAX-EDI, INC., a Tennessee corporation

By: R. Robert Horton  
Name: R. Robert Horton  
Title: Secretary

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

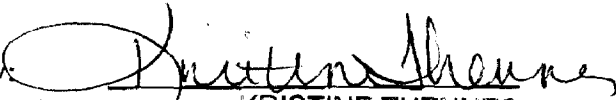
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Collateral Assignment as of the 13<sup>th</sup> day of June, 2002.

MEDIFAX-EDI, INC., a Tennessee corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By:   
Name: KRISTINE THENNES  
Title: Vice President

**TRADEMARKS AND TRADEMARK APPLICATIONS**

MediFAX-EDI, Inc

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Medifax RA	Application pending	76337379 (pending)
Medifax EDI...Integrating Healthcare Information	Application pending	76337378 (pending)
Medifax EDI... Your Healthcare Connectivity Partner	Application pending	76337377 (pending)
<del>Medifax-EDI</del>	<del>Application pending</del>	<del>76288760 (pending)</del>

*Abandoned*

**PATENT AND PATENT APPLICATIONS**

None.