

5268-65

01-13-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102335938

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

1. Name of conveying party(ies):

HCPPro, Inc. 1-3-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State DELAWARE
Other

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

3. Nature of conveyance:

Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 12/23/2002

2. Name and address of receiving party(ies)

Name: Citizens Bank of Massachusetts
Internal Address:
Street Address: Exchange Place, 53 State St.
City: Boston State: MA Zip: 02109

Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Trust Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/151198

B. Trademark Registration No.(s) 2647846 2450887
2424948 2406046 2497537 2393184

Additional number(s) attached Yes No

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

Name: Jean M. Maxwell
Internal Address: Trademark Legal
Assistant Coordinator
Street Address: Palmer & Dodge LLP
111 Huntington Avenue
City: Boston State: MA Zip: 02199-7613

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:

50/1646

DO NOT USE THIS SPACE

9. Signature.

Jean M. Maxwell
Name of Person Signing

Jean Maxwell
Signature

January 3, 2003
Date

Total number of pages including cover sheet, attachments, and document: 56

01/10/2003 LNUELLER 00000190 501646 76151198

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

01 FC:0521 40.00 CH
02 FC:0522 200.00 CH

TRADEMARK REEL: 002647 FRAME: 0230

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
2003 JAN -3 AM 9:33

SECTION 4 – TRADEMARK REGISTRATION NUMBERS:

MARK	Reg. No.
THE GREELEY COMPANY	2,389,611
NET PRACTICE	2,098,155

SECURITY AGREEMENT

THIS AGREEMENT, dated as of December 23, 2002, by and among **HCPRO, INC.**, a Delaware corporation (the "Borrower"), the guarantors from time to time party hereto, (collectively with the Borrower, the "Debtors"), and **CITIZENS BANK OF MASSACHUSETTS** (the "Lender").

WITNESSETH:

WHEREAS, each Debtor is either the borrower or one of the guarantors under the terms of a Credit Agreement among the Borrower, the guarantors party thereto (the "Guarantors", and collectively with the Borrower, the "Credit Parties"), and the Lender, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender has agreed, subject to the terms and conditions set forth therein, to make certain Loans as defined in the Credit Agreement (the "Loans") to the Borrower; and

WHEREAS, the obligation of the Lender to enter into the Credit Agreement and to make the Loans is subject to the condition, among others, that each Debtor shall execute and deliver this Agreement and grant the security interest hereinafter described;

NOW THEREFORE, in consideration of the willingness of the Lender to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed, with the intent to be legally bound, as follows:

1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms shall have the meanings ascribed to them in the Credit Agreement.

2. Security Interest. As security for the Secured Obligations described in Section 3 hereof, each Debtor hereby grants to the Lender a security interest in and lien on all tangible and intangible personal property and fixtures of such Debtor, whether now owned or existing or hereafter acquired or arising, together with any and all additions thereto and replacements therefor and all proceeds and products thereof (hereinafter referred to collectively as the "Collateral"), including, without limitation, the property of such Debtor described below:

(a) all tangible personal property, including without limitation all present and future goods, inventory (including, without limitation, all printed materials, merchandise, raw materials, work in process, finished goods and supplies), equipment, merchandise, furniture, fixtures, office supplies, motor vehicles, rolling stock, machinery, paper, tools, computers, database systems, computer software and associated equipment now owned or hereafter acquired, including, without limitation, the tangible personal property used in the operation of Debtor's business;

(b) all rights under all present and future authorizations, permits, licenses and franchises issued, granted or licensed to Debtor for the operation of its business;

(c) all patents issued or assigned to and all patent applications made by such Debtor and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use patents owned by such third parties, including, without limitation, the patents, patent applications and licenses listed on Schedule II hereto, along with any and all (1) inventions and improvements described and claimed therein, (2) reissues, divisions, continuations, extensions and continuations-in-part thereof, (3) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (4) rights to sue for past, present and future infringements thereof, and (5) any other rights corresponding thereto throughout the world (collectively, "Patents") but excluding licensed Patents which by their terms expressly prohibit assignment;

(d) all trademarks (including service marks), federal and state trademark registrations and applications made by such Debtor (other than Federal Intent To Use Applications prior to the filing of a verified Statement of Use under 15 U.S.C. §1051(d)), common law trademarks and trade names owned by or assigned to such Debtor, all registrations and applications for the foregoing and all exclusive and nonexclusive licenses from third parties of the right to use trademarks of such third parties, including, without limitation, the registrations, applications, unregistered trademarks, service marks and licenses listed on Schedule III hereto, along with any and all (1) renewals thereof, (2) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world (collectively, "Trademarks") but excluding licensed Trademarks which by their terms expressly prohibit assignment;

(e) all copyrights, whether statutory or common law, owned by or assigned to such Debtor, and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use copyrights owned by such third parties, including, without limitation, the registrations, applications and exclusive licenses listed on Schedule IV hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign copyrights and any other rights corresponding thereto throughout the world (collectively, "Copyrights") but excluding licensed Copyrights which by their terms expressly prohibit assignment;

(f) all websites (including without limitation, all content, HTML documents, audiovisual material, software, data, copyrights, trademarks, patents and trade secrets relating to such websites) and domain names owned by or assigned to such Debtor and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use websites or domain names owned by such third parties, including, without limitation, the registrations, applications and exclusive licenses listed on Schedule V hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and

payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) any other rights corresponding thereto throughout the world (collectively, "Websites and Domain Names");

(g) the entire goodwill of such Debtor's business and other general intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, domain names, methods, procedures and formulae) connected with the use of and symbolized by any Patents, Trademarks or Copyrights of such Debtor;

(h) to the extent that such rights are assignable as collateral, all rights under all present and future contracts and agreements to which such Debtor is a party, including, without limitation, all contracts and agreements with vendors, advertisers, suppliers and customers, employment, work for hire, and consulting contracts, subscription agreements, production agreements, distribution agreements, outsourcing agreements, service agreements, billing agreements, license agreements, printing agreements, franchise agreements, direct marketing and advertising agreements, and all other contracts and agreements;

(i) all rights under all present and future leases of real and personal property;
and

(j) all other personal property, including, without limitation, all publications, present and future accounts (including health care insurance receivables), accounts receivable, cash, cash equivalents, deposits, deposit accounts, loss carry back, tax refunds, choses in action, commercial tort claims as described on Schedule VI hereto, investment property, securities, partnership interests, limited liability company interests, contracts, contract rights, general intangibles (including without limitation, all customer and advertiser mailing lists, intellectual property, patents, copyrights, trademarks, trade secrets, trade names, domain names, software, payment intangibles, goodwill, customer lists, advertiser lists, catalogs and other printed materials, publications, indexes, lists, data and other documents and papers relating thereto, blueprints, designs, charts, and research and development, whether on paper, recorded electronically or otherwise), all websites (including without limitation, all content, HTML documents, audiovisual material, software, data, hardware, access lines, connections, copyrights, trademarks, patents and trade secrets relating to such websites) and domain names, any information stored on any medium, including electronic medium, related to any of the personal property of such Debtor, all proprietary databases, all financial books and records and other books and records relating, in any manner, to the business of such Debtor, all proposals and cost estimates and rights to performance, all instruments and promissory notes, documents and chattel paper (whether tangible or electronic), all letter of credit rights (whether or not the letter of credit is evidenced by a writing) and all debts, obligations and liabilities in whatever form owing to such Debtor from any person, firm or corporation or any other legal entity, whether now existing or hereafter arising, now or hereafter received by or belonging or owing to such Debtor, and all guaranties and security therefor and all letter of credit and other supporting obligations in respect of such debts, obligations and liabilities.

Any of the foregoing terms which are defined in the Uniform Commercial Code shall have the meaning provided in the Uniform Commercial Code of The Commonwealth of

Massachusetts, as amended and in effect from time to time (the "Uniform Commercial Code"), as supplemented and expanded by the foregoing. Notwithstanding anything to the contrary contained in this Agreement, the "Collateral" shall not include the proceeds of that certain key person life insurance policy in the amount of \$2,000,000 insuring the life of Bruce Guzowski issued to HCPro Holdings, Inc. or any successor or assign.

3. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the following liabilities and obligations of the Debtors (herein called the "Secured Obligations"):

(a) Principal of and premium, if any, and interest on the Loans; and

(b) Any and all other obligations and indebtedness of any of the Credit Parties to the Lender under the Credit Agreement or any Loan Document or under any agreement or instrument relating thereto, all as amended from time to time, including without limitation any Hedging Agreements entered into in connection with the Credit Agreement or any Loan Document.

4. Perfection Certificate. Each Debtor has delivered to the Lender a Perfection Certificate in the form appended hereto as Schedule I. Each Debtor represents to the Lender that the completed Perfection Certificate delivered to the Lender is true and correct in all material respects and the facts contained in such certificate are accurate in all material respects. Each Debtor shall supplement the Perfection Certificate promptly after obtaining information which would require a correction or addition to the Perfection Certificate.

5. Special Warranties and Covenants of the Debtors. Each Debtor hereby warrants and covenants to the Lender that:

(a) Schedule I for each Debtor attached hereto accurately sets forth the following information for such Debtor: (i) the exact legal name of such Debtor; (ii) the type of organization of such Debtor; (iii) the jurisdiction of organization of such Debtor; (iv) the organizational identification number of such Debtor or, if such Debtor does not have an organizational number, a statement that such Debtor has none; and (v) the chief executive office, any additional places of business and the current locations of all Collateral of such Debtor. No Debtor will change (x) its type of organization, jurisdiction of organization, or other legal structure, or (y) its chief executive office, any other place of business, or the location of any Collateral from the locations set forth in the respective Schedule I, other than with respect to (A) immaterial portions of inventory or equipment, (B) inventory or equipment in transit in the ordinary course of business or (C) equipment out for repair, or make any change in such Debtor's name or mailing address or organizational identification number if it has one, or conduct the Debtor's business operations under any fictitious business name or trade name, without, in the case of this clause (y), at least thirty (30) days' prior written notice to the Lender. If any Debtor does not have an organizational identification number and later obtains one, such Debtor will forthwith notify the Lender of such organizational identification number.

(b) Except for the security interest created hereunder and as otherwise expressly disclosed in or permitted by the Credit Agreement, each Debtor is the owner of its Collateral (or to the extent such Debtor is not the owner of any Collateral, such Debtor has rights in such Collateral) free from any lien, security interest or encumbrance and each Debtor will defend its Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, except as permitted by the Credit Agreement. No Debtor holds any commercial tort claims, as defined in Article 9 of the Uniform Commercial Code, except as indicated on Schedule VI attached hereto. If any of the Debtors shall at any time acquire a commercial tort claim, such Debtor shall promptly notify the Lender in a writing signed by such Debtor of the brief details thereof and grant to the Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Lender.

(c) Except as permitted by the Credit Agreement or otherwise consented to in writing by the Lender, no Debtor will (i) sell, assign, convey, transfer or otherwise dispose of any Collateral or any interest therein, nor (ii) create, incur or permit to exist any mortgage, lien, charge, encumbrance or security interest whatsoever with respect to any Collateral.

(d) Except for Collateral that is obsolete or no longer used in the Debtors' businesses and except for dispositions of Collateral permitted under the Credit Agreement, the Debtors will keep the Collateral in good order and repair (normal wear excepted) and adequately insured at all times in accordance with the provisions of the Credit Agreement. The Debtors will pay promptly when due all taxes and assessments on the Collateral or for its use or operation, except for taxes and assessments permitted to be contested as provided in Section 5.4 of the Credit Agreement. The Lender may at its option discharge any taxes, liens, security interests or other encumbrances to which any Collateral is at any time subject, and may, upon the failure of the Debtors to do so in accordance with the Credit Agreement, purchase insurance that is commercially reasonable on any Collateral and pay for the repair, maintenance or preservation thereof, and each Debtor agrees to reimburse the Lender on demand for any payments or expenses incurred by the Lender pursuant to the foregoing authorization and any unreimbursed amounts shall constitute Secured Obligations for all purposes hereof.

(e) Except for (i) filings with the United States Patent and Trademark Office and filings under the Uniform Commercial Code, (ii) the execution and delivery of control agreements by depository institutions at which the Debtors maintain any deposit accounts, and (iii) the execution and delivery of the Database Escrow Agreement, no authorization, consent, approval, license, qualification or formal exemption from, nor any filing, declaration or registration with, any court (other than in connection with the exercise of judicial remedies), governmental agency or regulatory authority, or with any securities exchange or any other person or entity is required in connection with (x) the grant by the Debtors to the Lender of a security interest in the Collateral pursuant to this Agreement, or the execution, delivery or performance by the Debtors of this Agreement or (y) the exercise of the rights and remedies of the Lender created hereby, including without limitation, the transfer of any Collateral to a third party upon an Event of Default pursuant to the exercise of remedies granted to the Lender hereunder.

(f) Each Debtor will promptly deliver to the Lender such financing statements and amendments thereto, and shall execute and deliver to the Lender such certificates and other documents, amendments or instruments and take or cause to be taken all such other action as may be deemed reasonably necessary by the Lender to carry out the intent and purposes of this Agreement or to perfect, preserve or from time to time renew the security interests granted hereby, including, without limitation, such financing statements and amendments thereto, certificates, and other documents as may be necessary to perfect a security interest in any additional Collateral hereafter acquired by such Debtor or in any replacements or proceeds thereof. Each Debtor authorizes and appoints the Lender, in case of need, to file such financing statements and to execute such amendments, certificates and other documents pertaining to the Lender's security interest in the Collateral in its stead, with full power of substitution, as such Debtor's attorney in fact. Each Debtor hereby further authorizes the Lender to complete and file in the appropriate filing offices all financing statements (including without limitation, financing statements in lieu of continuation statements) and amendments thereto, relative to all or any part of the Collateral and, where permitted or required by applicable law, to make any and all such filings without the signature of such Debtor. Without limiting the foregoing, each Debtor irrevocably authorizes the Lender, at any time and from time to time, to file in any appropriate jurisdiction financing statements, continuation statements and amendments thereto that (i) indicate the Collateral (x) as all assets of the Debtors or words of similar effect, regardless of whether any particular asset falls within the scope of Article 9 of the Uniform Commercial Code of such jurisdiction or (y) as being of an equal or lesser scope or with greater detail and (ii) contain any other information required by Article 9 of the Uniform Commercial Code (including Part 5 thereof) for the sufficiency, or filing office acceptance, of any financing statement, continuation statement or amendment, including whether (A) any Debtor is an organization, the type of organization and any organization identification number issued to such Debtor and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Collateral relates. The Lender may from time to time request and each Debtor shall deliver information relative to the aforementioned financing statements, and copies of all subscription, customer, supplier, advertiser and vendor lists. Each Debtor further agrees that a carbon, photographic or other reproduction of a security agreement or financing statement is sufficient as a financing statement under this Agreement. All of the foregoing shall be at the sole cost and expense of the Debtors.

(g) Each Debtor agrees that it will join the with the Lender in executing and, at its own expense, will file and refile, or permit the Lender to file and refile such documents and instruments (including, without limitation, this Agreement and licenses to use software and other property protected by copyright), in such offices (including, without limitation, the United States Patent and Trademark Office, appropriate state trademark offices, and the United States Copyright Office), as the Lender may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Lender hereunder. All of the foregoing shall be at the sole cost and expense of the Debtors.

(h) The records concerning all accounts, accounts receivable and other intangible Collateral of each Debtor are and will be kept (and all billing and collection activities conducted by each such Debtor will at all times take place) at the address shown in the respective

Schedule I pertaining to such Debtor as the chief executive office of such Debtor and may only be moved upon 30 days prior written notice to the Lender.

(i) If any Collateral of any Debtor is at any time in the possession of a bailee, such Debtor shall promptly notify the Lender and, if requested by the Lender, the Debtors shall use commercially reasonable efforts to obtain an acknowledgment, in form and substance reasonably satisfactory to Lender, of any bailee having possession of any of the Collateral that such bailee holds such Collateral for Lender and shall act upon the instructions of the Lender, without further consent of the Debtors.

(j) Schedules II, III, IV and V hereto, respectively, are true, correct and complete lists, in all material respects, as of the date hereof of all Patents, Trademarks, Copyrights and Websites and Domain Names owned by the Debtors.

(k) The Debtors are the sole and exclusive owners of the Websites and Domain Names listed on Schedule V hereto and have registered such domain names with Network Solutions, Inc. or the applicable authority which provides for the exclusive use by the Debtors of such domain names. The Websites do not contain, to the Debtors' knowledge, any material, the publication of which may result in (i) the violation of rights of any person or (ii) a right of any person against the publisher or distributor of such material.

(l) The domain name servers used in connection with the Debtors' Domain Names are set forth on Schedule V hereto. Such domain name servers are controlled by the companies set forth on Schedule V hereto and located at the locations set forth on Schedule V hereto. No Debtor will change such domain name servers without 30 days' prior notice to the Lender, provided, however, that the locations of such domain name servers shall not be changed without the prior written consent of the Lender.

(m) The administrative contacts at Network Solutions Inc. used in connection with the registration of the Debtors' Domain Names are set forth on Schedule V hereto. No Debtor will cause a change in the identity of such administrative contacts without 30 days' prior notice to the Lender.

(n) Each Debtor shall, within 30 days after the end of each calendar quarter, provide written notice to the Lender of all applications for Patents and all applications for registration of Trademarks, Copyrights or Websites and Domain Names, to the extent such applications exist, that were made during the preceding calendar quarter. Each Debtor shall file and prosecute diligently all applications for Patents, Trademarks or Copyrights now or hereafter pending that would be necessary to the businesses of the Debtors to which any such applications pertain and shall do all acts reasonably necessary to preserve and maintain all rights in such Collateral unless such Collateral is not material to the Debtor's business, as reasonably determined by the Debtor consistent with prudent and commercially reasonable business practices or where such failure to file would not, either individually or in the aggregate, have a Material Adverse Effect. Any and all costs and expenses incurred in connection with any such actions shall be borne by the Debtors. Except in accordance with prudent and commercially reasonable business practices, the Debtors shall not abandon any right to file a Patent, Trademark

or Copyright application or any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright, without the consent of the Lender or permit to lapse or become abandoned, settle or compromise any pending or future litigation or administrative proceeding with respect to any of the foregoing without the consent of the Lender unless such abandonment would not, either individually or in the aggregate, have a Material Adverse Effect.

(o) Each Debtor has made and will continue to make all necessary filings and recordations from time to time and use appropriate statutory notice to protect its interests in the Collateral, including, without limitation, registration of its Websites and Domain Names with the appropriate domain name registrars and the appropriate recordations of its interests in the Patents and Trademarks in the United States Patent and Trademark Office and in corresponding offices wherever it does business using such Patents and Trademarks throughout the world and its claims to Copyrights in the United States Copyright Office, in each case including licenses and as otherwise requested from time to time by the Lender, but in any event all in a manner consistent with prudent and commercially reasonable business practices, except where such failure to take any such actions with respect to any Websites and Domain Names, Patents, Copyrights or Trademarks would not, either individually or in the aggregate, have a Material Adverse Effect.

(p) Each Debtor will, promptly following its becoming aware thereof, notify the Lender of (i) any materially adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Patent, Trademark or Copyright material to such Debtor's business; or (ii) any written claim received, the institution of any proceeding or any materially adverse determination in any federal, state, local or foreign court or administrative bodies regarding such Debtor's claim of ownership in or right to use any Patent, Trademark, Copyright or Website and Domain Name, its right to register any of the foregoing Collateral, or its right to keep and maintain such registration in full force and effect.

(q) Each Debtor will furnish to the Lender from time to time statements and amended schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as the Lender may from time to time reasonably request, all in reasonable detail.

(r) With respect to any Collateral acquired by any Debtor and consisting of certificates of title or the like as to which the Lender's security interest needs to be perfected by, or the priority thereof needs to be assured by, notation on the certificate of title pertaining to such Collateral, such Debtor will, promptly upon demand of the Lender, note or cause to be noted the Lien on such certificate of title in favor of the Lender and, to the extent not previously delivered, deliver such original certificate of title to the Lender to be held by the Lender as Collateral pursuant hereto.

(s) Except to the extent otherwise provided in the Credit Agreement, with respect to any deposit account hereafter established by such Debtor with any institution other than the Lender at which any Debtor maintains its principal deposit and operating accounts, such Debtor will promptly execute and deliver and cause any such institution to execute and deliver to

the Lender a control agreement with respect to such deposit account in form and substance reasonably satisfactory to the Lender.

(t) To the extent that such Debtor is now or at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Debtor with a face amount in excess of \$250,000, such Debtor shall promptly notify the Lender thereof and, pursuant to agreement in form and substance reasonably satisfactory to the Lender, either (i) arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to the Lender of the proceeds of such letter of credit or (ii) arrange for the Lender to become the transferee beneficiary of such letter of credit.

(u) To the extent any Debtor shall, now or hereafter, hold or acquire any promissory note or other instrument or tangible chattel paper, such Debtor will promptly notify the Lender thereof and, at the request and option of the Lender, to the extent not previously delivered, such Debtor will deliver such promissory note or other instrument or tangible chattel paper to the Lender to be held as Collateral hereunder, together with an endorsement thereof in form and substance satisfactory to the Lender.

(v) If, now or at any time hereafter, any Debtor shall obtain or hold any investment property or electronic chattel paper, such Debtor will promptly notify the Lender thereof and, at the request and option of the Lender, such Debtor will use its commercially reasonable efforts to take or cause to be taken such steps as the Lender may reasonably request for the Lender to obtain "control" (as provided in Sections 9-105 and 9-106 of the Uniform Commercial Code) of such Collateral.

(w) The Debtors will deposit with the Lender, at such times as the Lender shall reasonably request, a source code copy of all proprietary software owned by the Debtors as the Lender shall request which is material to the operation of the Debtors' business and such source code copy shall be of the most current version of such software and shall include all modifications and enhancements thereto and shall be annotated so as to be easily understood by a software technician of reasonable proficiency.

6. Fixtures, etc. It is the intention of the parties hereto that (except for Collateral located on real estate owned in fee simple by any Debtor that has been mortgaged to the Lender pursuant to a mortgage) none of the Collateral shall become fixtures and each Debtor will take all such commercially reasonable action or actions as may be necessary to prevent any of the Collateral from becoming fixtures. Without limiting the generality of the foregoing, each Debtor will, if requested by the Lender, obtain waivers of Liens, in form satisfactory to the Lender, from each lessor of real property on which any of the Collateral is or is to be located.

7. Events of Default. The Debtors shall be in default under this Agreement (an "Event of Default") upon the happening of any "Event of Default" under and as defined in the Credit Agreement.

8. Rights and Remedies of Lender. Upon the occurrence of any Event of Default, such Event of Default not having previously been waived, remedied or cured, the Lender shall have the following rights and remedies:

- (a) All rights and remedies provided by law, including, without limitation, those provided by the Uniform Commercial Code;
- (b) All rights and remedies provided in this Agreement; and
- (c) All rights and remedies provided in the Credit Agreement, or in the other Loan Documents, or in any other agreement, document or instrument pertaining to the Secured Obligations.

9. Royalty Free License. If at any time the Lender has the right to dispose of any of the Collateral which is subject to a Patent, Trademark or Copyright which any of the Debtors own, such Debtor grants to the Lender a royalty free license to use any such Patent, Trademark or Copyright, in addition to the grant of any security interest granted to the Lender in such Patent, Trademark or Copyright to dispose of any such Collateral. In addition to the security interest granted by each Debtor to the Lender in all of such Debtor's database systems hereunder, each Debtor grants to the Lender a royalty free license to use, upon the occurrence and during the continuance of an Event of Default, any such database (and all information contained therein). Each of the royalty free licenses granted pursuant to this Section 9 shall extend to any person or persons purchasing such Collateral from the Lender.

10. Right of Lender to Dispose of Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, such Event of Default not having previously been waived, remedied or cured, but subject to the provisions of the Uniform Commercial Code or other applicable law, the Lender shall have the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Lender may require the Debtors to make the Collateral (to the extent the same is moveable) available to the Lender at a place to be designated by the Lender which is reasonably convenient to both parties or transfer any information related to the Collateral to the Lender by electronic medium. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Lender will give the Debtors at least ten (10) days' prior written notice in accordance with Section 21 hereof of the time and place of any public sale of any of the Collateral or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the Uniform Commercial Code) that reasonable notification be given of the time and place of such sale or other disposition. The Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

11. Right of Lender to Use and Operate Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, such Event of Default not having previously

been waived, remedied or cured, but subject to the provisions of the Uniform Commercial Code or other applicable law, the Lender shall have the right and power to (a) take possession of all or any part of the Collateral, and to exclude the Debtors and all persons claiming under the Debtors wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same and (b) grant a license to use, or cause to be granted a license to use, any or all of the Patents, Trademarks, Copyrights and Websites and Domain Names (in the case of Trademarks, along with the goodwill associated therewith, and in the case of Trademark licenses, subject to the quality control provisions of the original licenses) or any part thereof, in each case free of all rights and claims of the Debtors therein and thereto. Upon any such taking of possession, the Lender may, from time to time, at the expense of the Debtors, make all such repairs, replacements, alterations, additions and improvements to and of the Collateral as the Lender may deem proper. In any such case the Lender shall have the right to manage and control the Collateral and to carry on the business and to exercise all rights and powers of the Debtors in respect thereto as the Lender shall deem best, including the right to enter into any and all such agreements with respect to the operation of the Collateral or any part thereof as the Lender may see fit; and the Lender shall be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the same and every part thereof. Such rents, issues, profits, fees, revenues and other income shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Lender may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Lender may be required or authorized to make under any provision of this Agreement (including reasonable legal costs and attorneys' fees). The remainder of such rents, issues, profits, fees, revenues and other income shall be applied as provided in Section 15. The rights of the Lender under this Section 11 shall be in addition to all rights and remedies that the Lender has as a secured party and as the Lender under the Loan Documents and under applicable law and nothing herein shall be deemed to be a limitation of such rights.

12. Collection of Accounts Receivable, etc. Upon the occurrence and during the continuance of any Event of Default, such Event of Default not having previously been waived, remedied or cured, the Lender may notify or may require the Debtors to notify account debtors, including without limitation, customers and vendors, obligated on any or all of the Debtors' accounts receivable, whether now existing or hereafter arising, to make payment directly to the Lender, and may take possession of all proceeds of any accounts in any Debtor's possession, and may take any other steps which the Lender deems necessary or advisable to collect any or all such accounts receivable or other Collateral or proceeds thereof.

13. Dispositions from Deposit Accounts. Upon the occurrence and during the continuance of any Event of Default, such Event of Default not having previously been waived, remedied or cured, the Lender shall have the right at any time or times to give any depository bank which is party to a control agreement with the Lender and any Debtor(s) instructions as to the withdrawal, transfer or other disposition of any funds in any deposit accounts of the Debtors subject thereto, without the consent of the Debtors, and may apply all sums withdrawn from such deposit accounts to the payment of the Secured Obligations in accordance with the terms of the Credit Agreement and, in addition, the Lender may instruct the depository banks under such

control agreements to terminate the Debtors' withdrawal rights with respect to such deposit accounts. The Debtors constitute and appoint irrevocably the Lender their true and lawful attorney, with full power of substitution, without limitation, upon the occurrence and during the continuance of an Event of Default, to demand, collect, receive and sue for all amounts which may become due and payable under the deposit accounts subject to any control agreements, and to execute all withdrawal receipts or other orders for the Debtors, in the Lender's own name or in the name of the Debtors or otherwise, which the Lender deems necessary or appropriate to protect and preserve its right, title and interest in such deposit accounts.

14. Litigation.

(a) Each Debtor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such applications for protection of its Patents, Trademarks, Copyrights, Websites and Domain Names, and other intellectual property (collectively, the "IP Collateral"), suits, proceedings or other actions for infringement, counterfeiting, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the IP Collateral. Each Debtor shall promptly notify the Lender in writing as to the commencement and prosecution of any such actions, or threat thereof relating to the IP Collateral and shall provide to the Lender such information with respect thereto as may be reasonably requested. The Lender shall provide all reasonable and necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party.

(b) Upon the occurrence and during the continuation of an Event of Default, such Event of Default not having been previously waived, remedied or cured, the Lender shall have the right but shall in no way be obligated to file applications for protection of the IP Collateral and/or bring suit in the name of the Debtors or the Lender to enforce the IP Collateral and any license thereunder; in the event of such suit, the Debtors shall, at the request of the Lender, do any and all lawful acts and execute any and all documents required by the Lender in aid of such enforcement and the Debtors shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Section 14. In the event that the Lender shall elect not to bring suit to enforce the IP Collateral, the Debtors agree to use all measures, whether by action, suit, proceeding or otherwise, to prevent the infringement, counterfeiting or other diminution in value of any of the IP Collateral by others and for that purpose agree to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement and protect the IP Collateral and the Lender shall provide, at the Debtors' expense, all necessary and reasonable assistance to the Debtors to maintain such action.

15. Proceeds of Collateral. After deducting all costs and expenses of collection, storage, custody, sale or other disposition and delivery (including reasonable legal costs and attorneys' fees) and all other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations by the Lender in accordance with the terms of the Credit Agreement and any surplus shall be returned to the Debtors or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtors). By way of enlargement and not by way of limitation of

the rights of the Lender under applicable law or the Credit Agreement or Loan Documents, the Lender shall allocate the proceeds of the Collateral to the Secured Obligations (including without limitation the Loans) in accordance with the terms of the Credit Agreement. In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations in full, the Debtors will be liable for the deficiency, together with interest thereon at the maximum rate provided in the Credit Agreement, and the cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable attorneys' fees, expenses and disbursements.

16. Credit Agreement, etc. Notwithstanding any other provision of this Agreement, the rights of the parties hereunder are subject to the provisions of the Credit Agreement, including the provisions thereof pertaining to the rights and responsibilities of the Lender. In the event that any provision of this Agreement is in conflict with the terms of the Credit Agreement, the Credit Agreement shall control. Concurrently herewith, certain of the Debtors are executing and delivering to the Lender a Pledge Agreement of even date herewith pursuant to which such Debtors are pledging to the Lender for the benefit of the Lender the Pledged Collateral (as defined in such Pledge Agreement). The pledge of the Pledged Collateral (as defined in such Pledge Agreement) shall be governed by the terms of such Pledge Agreement and not by the terms of this Agreement. The term "Lender" as used herein shall include Citizens Bank of Massachusetts and its successors and assigns.

17. Waivers, etc. To the extent permitted by applicable law, each Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein or in the other Loan Documents, all other demands and notices in connection with this Agreement or the enforcement of the Lender' rights hereunder or in connection with any Secured Obligations or any Collateral; consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtors or to any account debtor in respect of any account receivable or to any other third party, or substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH DEBTOR FURTHER WAIVES ANY RIGHT IT MAY HAVE UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, UNDER THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL OR ANY DEBTOR MAY BE LOCATED, OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA, TO NOTICE (OTHER THAN ANY REQUIREMENT OF NOTICE PROVIDED HEREIN) OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS AGREEMENT TO THE LENDER AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE FOREGOING PROVISIONS HEREOF ON THE GROUNDS (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. Each Debtor's waivers under this section have been made voluntarily, intelligently and

knowingly and after such Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

18. Termination; Assignment, etc. When all of the Secured Obligations have been paid in full (except obligations of the Credit Parties to reimburse or indemnify the Lender for claims, costs, fees or expenses which have not yet arisen) and have been terminated and the commitment of the Lender to make any Loan under the Credit Agreement has terminated or expired, this Agreement and the security interest in the Collateral created hereby shall terminate. In such event, the Lender agrees to execute appropriate releases of Liens on the Collateral upon the request of the Debtors and at the Debtors' expense. No waiver by the Lender or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment of part or all of the Secured Obligations by the Lender, the Lender may assign or transfer its respective rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of the Lender hereunder.

19. Reinstatement. Notwithstanding the provisions of Section 18, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Lender in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by the Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Debtor, the Borrower or any other Credit Party or Subsidiary or upon the appointment of any intervener or conservator of, or trustee or similar official for, any Debtor, the Borrower or any other Credit Party or Subsidiary or any substantial part of any of their properties, or otherwise, all as though such payments had not been made.

20. Governmental Approval. Prior to or, where permitted, upon the exercise by the Lender of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, each Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that such Debtor may be required to obtain for such governmental consent, approval, registration, qualification or authorization.

21. Notices. All notices, consents, approvals, elections and other communications hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if delivered in accordance with the terms of Section 9.1 of the Credit Agreement.

22. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the Lender and be binding upon each Debtor and their respective successors and assigns. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

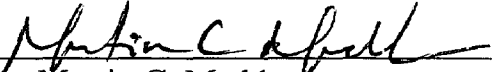
23. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts. Each Debtor, to the extent that it may lawfully do so, hereby consents to service of process, and to be sued, in The Commonwealth of Massachusetts and consents to the jurisdiction of the courts of The Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of the Secured Obligations or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. Each Debtor further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail in accordance with Section 21 hereof or as otherwise provided under the laws of The Commonwealth of Massachusetts. Nothing in this Agreement shall affect any right the Lender may otherwise have to bring an action or proceeding relating to this Agreement against any Debtor or its properties in the courts of any jurisdiction. EACH DEBTOR IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST SUCH DEBTOR IN RESPECT OF ITS OBLIGATIONS HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

24. No Release. Nothing set forth in this Agreement shall relieve the Debtors from the performance of any term, covenant, condition or agreement on the Debtors' part to be performed or observed under or in respect of any of the Collateral or from any liability to any Person under or in respect of any of the Collateral or impose any obligation on the Lender to perform or observe any such term, covenant, condition or agreement on the Debtors' part to be so performed or observed or impose any liability on the Lender for any act or omission on the part of the Debtors relating thereto or for any breach of any representation or warranty on the part of the Debtor contained in this Agreement or any other Loan Document or under or in respect of the Collateral or made in connection herewith or therewith. The obligations of the Debtors contained in this Section 24 shall survive the termination of this Agreement and the discharge of the Debtors' other obligations hereunder and under the other Loan Documents.

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date first above written.


DEBTORS

HCPRO, INC.,
a Delaware corporation

By: 
Name: Martin C. Madden
Title: Vice President

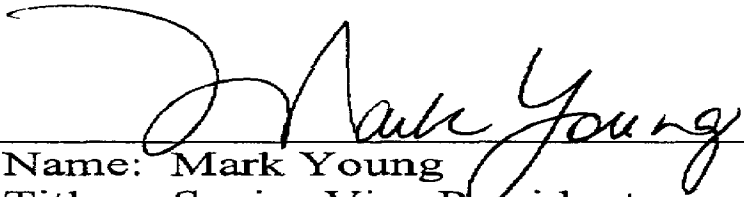
GUARANTORS

HCPRO HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Martin C. Madden
Title: Vice President

LENDER

CITIZENS BANK OF MASSACHUSETTS

By:  _____
Name: Mark Young
Title: Senior Vice President

SCHEDULE I

PERFECTION CERTIFICATES

(See Perfection Certificates attached hereto.)

PERFECTION CERTIFICATE

The undersigned, Martin C. Madden, the Vice President of HCPRO, INC., a Delaware corporation (the "Company"), hereby certifies to CITIZENS BANK OF MASSACHUSETTS (the "Lender") as noted below.

1. Name.

- (a) The exact legal name of the Company as that name appears in its organizational documents is as follows:

HCPro, Inc.

- (b) The following is a list of all other names (including trade names or similar appellations) used by the Company, or any other business or organization to which the Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, now or at any time during the past five years:

HCP OPCorp, Inc.

- (c) The following is the Company's federal employer identification number:

02-0652828

- (d) The following is the Company's state-issued identification number, if any:

N/A

2. Current Locations.

- (a) The following is the jurisdiction of organization of the Company:

Delaware

- (b) The chief executive office of the Company is located at the following address:

200 Hoods Lane, Marblehead, MA 01945 ("Main Office")

(c) The following are all other locations in which the Company maintains any books or records relating to any accounts, contract rights, chattel paper, general intangibles or mobile goods:

(i) In the United States of America:

Main Office and 9730 Antioch Road, Salem, Wisconsin 53168-8917 (“Satellite

Office”)

(ii) Outside the United States of America:

N/A

(d) The following are all other places of business of the Company:

(i) In the United States of America:

Satellite Office

(ii) Outside the United States of America:

N/A

(e) The following are all other locations where any inventory or equipment of the Company is located:

(i) In the United States of America:

Satellite Office

Books, videos, and audiotapes are located at Sir Speedy, 854 North Prince Street, Lancaster, PA 17603 (contact: Mary Kohler at 717-393-3941)

Newsletters and special reports are located at Four Star printing Co., Inc., 82 Sanderson Avenue, Lynn, MA 01902 (contact: Bob Colby at 781-599-8772)

(ii) Outside the United States of America:

N/A

(f) The following are the names and addresses of all persons or entities other than the Company, such as lessees, consignees, warehousemen or purchasers of chattel paper, which have possession or are intended to have possession of any of the Collateral consisting of chattel paper, inventory or equipment:

Books, videos, and audiotapes are located at Sir Speedy, 854 North Prince Street, Lancaster, PA 17603 (contact: Mary Kohler at 717-393-3941)

3. Prior Locations.

- (a) Set forth below is the information required by subparagraphs (a), (b) and (c) of §2 with respect to each location or place of business previously maintained by the Company at any time during the past four months:

N/A

- (b) Set forth below is information required by subparagraphs (d) and (e) of §2 with respect to each other location at which, or other person or entity with which, any inventory or equipment of the Company has been previously held at any time during the past four months:

N/A

4. Real Estate Fixtures. Noted below is a description of each parcel of real property on which any fixtures of the Company are or are to be located and the name and address of each real estate recording office where a mortgage on the real estate on which such fixtures are or are to be located would be recorded.

200 Hoods Lane, Marblehead, MA 01945; and
9730 Antioch Road, Salem, Wisconsin 53168-8917

5. Unusual Transactions. Except as noted below all of the property and assets of the Company pledged to the Lender as Collateral has been originated by the Company in the ordinary course of its business or consist of goods which have been acquired by the Company in the ordinary course from a person in the business of selling goods of that kind.

Effective in connection with the proposed financing by the Lender to the Company, the Company will require substantially all the assets of HCPro Corp pursuant to the APA.

6. File Search Reports. Set forth on Schedule 6 attached hereto are true copies of file search reports from the Uniform Commercial Code filing officer (or, if such officer does not issue such reports, from an experienced Uniform Commercial Code search organization acceptable to the Lender) (i) in each jurisdiction identified in §2 or 3 above with respect to each name set forth in §1 above, (ii) from each filing officer in each real estate recording office identified in § 4 with respect to the real estate on which Collateral consisting of fixtures are or are to be located and (iii) in each jurisdiction in which any of the transactions described in § 5 took place with respect to the legal name of the person or entity from whom the Company purchased or otherwise acquired any of the Collateral.

7. Deposit Accounts. Set forth on Schedule 7 attached hereto is a complete list of all bank accounts (including securities and commodities accounts) maintained by the Company (and other entities related to the financing between the Lender and the Company (*provide name and address of depository bank, type of account and account number*)).

See attached Excel spreadsheet.

8. Investment Property. Noted below is a complete list of all stocks, bonds, debentures, notes and other securities and investment property owned by the Company (*provide name of issuer, description of security and value*).

N/A

9. UCC Filings. A financing statement on Form UCC-1 in form acceptable to the Lender and containing the description of the Collateral is authorized to be duly filed in the Uniform Commercial Code filing office in each jurisdiction identified in §2 hereof and in each real estate recording office referred to § 4 hereto.

To be prepared by the Lender consistent with an agreed upon form of security agreement and collateral description.

10. Termination Statements. A termination statement on Form UCC-3 in form acceptable to the Lender has been duly filed in each applicable jurisdiction identified in §2 hereof or §5 hereto has been delivered to the Lender.

To be prepared by Lender.

IN WITNESS WHEREOF, we have hereunto signed this Certificate as of this _____ day
of December, 2002.

HCPRO, INC.

By: _____
Name: Martin C. Madden
Title: Vice President

The undersigned, Bruce T. Guzowski, the President and CEO of HCPRO, CORP., a
Massachusetts corporation, hereby certifies to HCPRO, INC. and the Lender that the information
provided in Sections 2(b) - (f), 3, 4, 5, 6, and 7 of this Certificate, as it related to HCPro Corp. is true,
accurate, and complete.

HCPRO CORP.

By: _____
Name: Bruce T. Guzowski
Title: President and CEO

PERFECTION CERTIFICATE

The undersigned, Martin C. Madden, the Vice President of HCPRO HOLDINGS, INC., a Delaware corporation, hereby certifies to CITIZENS BANK OF MASSACHUSETTS (the "Lender") as noted below.

11. Name.

- (a) The exact legal name of the Company as that name appears in its organizational documents is as follows:

HCPPro Holdings, Inc.

- (b) The following is a list of all other names (including trade names or similar appellations) used by the Company, or any other business or organization to which the Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, now or at any time during the past five years:

HCPPro Acquisition Corp.

- (c) The following is the Company's federal employer identification number:

47-0872505

- (d) The following is the Company's state-issued identification number, if any:

N/A

12. Current Locations.

- (a) The following is the jurisdiction of organization of the Company:

Delaware

- (b) The chief executive office of the Company is located at the following address:

200 Hoods Lane, Marblehead, MA 01945 ("Main Office")

(c) The following are all other locations in which the Company maintains any books or records relating to any accounts, contract rights, chattel paper, general intangibles or mobile goods:

(i) In the United States of America:

Main Office

(ii) Outside the United States of America:

N/A

(d) The following are all other places of business of the Company:

(i) In the United States of America:

N/A

(ii) Outside the United States of America:

N/A

(e) The following are all other locations where any inventory or equipment of the Company is located:

(i) In the United States of America:

Satellite Office

(ii) Outside the United States of America:

N/A

(f) The following are the names and addresses of all persons or entities other than the Company, such as lessees, consignees, warehousemen or purchasers of chattel paper, which have possession or are intended to have possession of any of the Collateral consisting of chattel paper, inventory or equipment:

N/A

13. Prior Locations.

(a) Set forth below is the information required by subparagraphs (a), (b) and (c) of §2 with respect to each location or place of business previously maintained by the Company at any time during the past four months:

N/A

- (b) Set forth below is information required by subparagraphs (d) and (e) of §2 with respect to each other location at which, or other person or entity with which, any inventory or equipment of the Company has been previously held at any time during the past four months:

N/A

14. Real Estate Fixtures. Noted below is a description of each parcel of real property on which any fixtures of the Company are or are to be located and the name and address of each real estate recording office where a mortgage on the real estate on which such fixtures are or are to be located would be recorded.

N/A

15. Unusual Transactions. Except as noted below all of the property and assets of the Company pledged to the Lender as Collateral has been originated by the Company in the ordinary course of its business or consist of goods which have been acquired by the Company in the ordinary course from a person in the business of selling goods of that kind.

N/A

16. File Search Reports. Set forth on Schedule 6 attached hereto are true copies of file search reports from the Uniform Commercial Code filing officer (or, if such officer does not issue such reports, from an experienced Uniform Commercial Code search organization acceptable to the Lender) (i) in each jurisdiction identified in §2 or 3 above with respect to each name set forth in §1 above, (ii) from each filing officer in each real estate recording office identified in § 4 with respect to the real estate on which Collateral consisting of fixtures are or are to be located and (iii) in each jurisdiction in which any of the transactions described in § 5 took place with respect to the legal name of the person or entity from whom the Company purchased or otherwise acquired any of the Collateral.

17. Deposit Accounts. Set forth on Schedule 7 attached hereto is a complete list of all bank accounts (including securities and commodities accounts) maintained by the Company (and other entities related to the financing between the Lender and HCPro, Inc. (*provide name and address of depository bank, type of account and account number*)).

See attached Excel spreadsheet.

18. Investment Property. Noted below is a complete list of all stocks, bonds, debentures, notes and other securities and investment property owned by the Company (*provide name of issuer, description of security and value*).

See Pledge Agreement related to financing by the Lender to HCPro, Inc.

19. UCC Filings. A financing statement on Form UCC-1 in form acceptable to the Lender and containing the description of the Collateral is authorized to be duly filed in the Uniform Commercial Code filing office in each jurisdiction identified in §2 hereof and in each real estate recording office referred to § 4 hereto.

To be prepared by the Lender consistent with an agreed upon form of security agreement and collateral description.

20. Termination Statements. A termination statement on Form UCC-3 in form acceptable to the Lender has been duly filed in each applicable jurisdiction identified in §2 hereof or §5 hereto has been delivered to the Lender.

N/A

IN WITNESS WHEREOF, we have hereunto signed this Certificate as of this _____ day
December, 2002.

HCPRO HOLDINGS, INC.

By: _____

Name: Martin C. Madden

Title: Vice President

SCHEDULE II

PATENTS (and Debtor Licensee Arrangements)

HCPro Material Licensee Agreements :



Envision	18-Apr-01
HP3	28-Oct-01
HP3	26-Jun-01
HP3	28-Nov-01
HP3	3-Dec-02
Medical Consultants Network	20-Jun-01
Medical Consultants Network	11-Jul-02
Medical Consultants Network	9-Jul-01

**SCHEDULE III
TRADEMARKS**

US TRADEMARKS

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Status</u>
HCPRO	2,647,846	Registered
HPCHECK	76/151198	Pending
THE GREELEY EDUCATION COMPANY	2,450,887	Registered
MEDICAL RECORDS BRIEFING	2,424,948	Registered
MEDICAL STAFF BRIEFING	2,406,046	Registered
THE GREELEY EDUCATION COMPANY	2,497,537	Registered
OPUS COMMUNICATIONS	2,393,184	Registered
THE GREELEY COMPANY	2,389,611	Registered
NETPRACTICE	2,098,155	Registered

UNREGISTERED MARKS

HCPRO & DESIGN

HCPROFESSOR

HCPROFESSOR & DESIGN

HEALTHCARE MARKETPLACE

HIPAAPRO

THE GREELEY INSTITUTE

CREDENTIALLING AND PRIVILEGING DESK REFERENCE ONLINE

CREDENTIALLING RESOURCE CENTER

SNFINFO.COM

COMPLIANCEINFO.COM

THE HEALTHCARE CORPORATE COMPLIANCE SUPERSITE

HEALTHSAFETYINFO.COM

THE HEALTHCARE SAFETY SUPERSITE

HIMINFO.COM

THE HEALTHCARE MANAGEMENT SUPERSITE

ACCREDITINFO.COM

THE HEALTHCARE ACCREDITATION SUPERSITE

CREDENTIALINFO.COM

THE HEALTHCARE CREDENTIALING INFORMATION SUPERSITE

MSLEADER.COM

THE INFORMATION SUPERSITE FOR MEDICAL STAFF LEADERS

EXECUTIVE BRIEFINGS ONLINE

BRIEFINGS ON JCAHO ONLINE

THE LONG-TERM CARE INFORMATION SUPERSITE

PHYSICIANS LINK

**SCHEDULE IV
COPYRIGHTS
REGISTERED COPYRIGHTS**

Effective December 19, 2002, the Seller and each of its Subsidiaries entered into a series of agreements whereby each of the Subsidiaries has agreed to transfer to Seller any and all interests held by such Subsidiary in properties identified below under the headings Registered Copyrights, US Trademarks, Unregistered Marks and Domain Names, as applicable.

1. Registration Number: TX-5-222-600
Title: This week's questions.
In: APCs weekly monitor, Sept. 8, 2000, p. 2-3
Claimant: HCPro, Inc.
Created: 2000
Published: 8Sep00
Registered: 9Mar01
Title on © Application: Questions and answers.
Author on © Application: Text except questions: Jugna Shah, 1971-; editorial revisions: Paul Nash, 1973- (author of a work made for hire)
Special Codes: 1/B/L

2. Registration Number: TX-5-222-601
Title: This week's questions.
In: APCs weekly monitor, Jan. 5, 2001, p. 2-4
Claimant: HCPro, Inc.
Created: 2001
Published: 5Jan01
Registered: 9Mar01
Title on © Application: Questions and answers.
Author on © Application: Text except questions: Jugna Shah, 1971-, Carole Gammarino, 1964-, Cheryl D'Amato, 1955-, Joanne Snow, 1961-; editorial revisions: HCPro, Inc. (employer for hire of Penny Richards, 1953-)
Special Codes: 1/B/L

3. Registration Number: TX-5-222-602
Title: This week's questions.
In: APCs weekly monitor, Jan. 12, 2001, p. 2-3
Claimant: HCPro, Inc.
Created: 2001
Published: 12Jan01
Registered: 9Mar01
Title on © Application: Questions and answers.
Author on © Application: Text except questions: Jugna Shah, 1971-, Carole Gammarino, 1964-, Cheryl D'Amato, 1955-, Joanne Snow, 1961-; editorial revisions: HCPro, Inc. (employer for hire of Penny Richards, 1953-)
Special Codes: 1/B/L

4. Registration Number: TX-5-222-603
Title: This week's questions.
In: APCs weekly monitor, Jan. 26, 2001, p. 2-4
Claimant: HCPro, Inc.
Created: 2001

Published: 26Jan01
Registered: 9Mar01
Title on © Application: Questions and answers.
Author on © Application: Text except questions: Jugna Shah, 1971-, Carole Gammarino, 1964-, Cheryl D'Amato, 1955-, Joanne Snow, 1961-; editorial revisions: HCPro, Inc. (employer for hire of Penny Richards, 1953-)

Special Codes: 1/B/L

5. Registration Number: TX-5-222-604

Title: The top five things your facility should know by now about OPPS / written by Jugna Shah, 1973-.

Series: OPPS advisor

In: Briefings on APCs, Dec. 2000, p. 9-11

Claimant: HCPro, Inc.

Created: 2000

Published: 5Dec00

Registered: 9Mar01

Special Codes: 1/B/L

6. Registration Number: TX-5-222-605

Title: This week's questions.

In: APCs weekly monitor, Feb. 16, 2001, p. 2-4

Claimant: HCPro, Inc.

Created: 2001

Published: 16Feb01

Registered: 9Mar01

Title on © Application: Questions and answers.

Author on © Application: Text except questions: Jugna Shah, 1971-, Carole Gammarino, 1964-, Cheryl D'Amato, 1955-, Joanne Snow, 1961-; editorial revisions: HCPro, Inc. (employer for hire of Penny Richards, 1953-)

Special Codes: 1/B/L

7. Registration Number: TX-5-222-606

Title: This week's questions.

In: APCs weekly monitor, Feb. 23, 2001, p. 2-3

Claimant: HCPro, Inc.

Created: 2001

Published: 23Feb01

Registered: 9Mar01

Title on © Application: Questions and answers.

Author on © Application: Text except questions: Jugna Shah, 1971-, Carole Gammarino, 1964-, Cheryl D'Amato, 1955-, Joanne Snow, 1961-; editorial revisions: HCPro, Inc. (employer for hire of Penny Richards, 1953-)

Special Codes: 1/B/L

8. Registration Number: TX-4-467-762

Title: Information management for home care: the compliance guide to the JCAHO standards.

Imprint: Marblehead, MA: Opus Communications, c1996.

Description: 174 p.

Claimant: Opus Communication

Created: 1996

Published: 1Mar96

Registered: 31Jan97

Special Codes: 1/B/L
9. Registration Number: TX-4-831-042
Title: The credentialing desk reference: a complete listing of primary sources, definitions, hard-to-find facts, and advice / by Jack Zusman; edited by Kristen Woods.
Imprint: Marblehead, MA: Opus Communications. 1998.
Description: 740 p.
Claimant: Opus Communications, Inc.
Created: 1998
Published: 7Mar98
Registered: 10Sep98
Previous Related Version: Prev. reg. 1996, TX 4-331-879.
Claim Limit: NEW MATTER: rev. text and compilation.
Special Codes: 1/B/L
10. Registration Number: TX-4-187-388
Title: The JCAHO and medication use: a monograph on compliance and good practice / by Hugh Greeley; edited by Maureen Wrinn.
Description: 59 p.
Claimant: Opus Communications, Inc.
Created: 1995
Published: 16Oct95
Registered: 29Feb96
Special Codes: 1/B///A
11. Registration Number: TX-4-187-390
Title: The medical staff leaders' practical guide / Richard E. Thompson.
Edition: 3rd ed.
Imprint: Marblehead, MA: Opus Communications, c1996.
Description: 126 p.
Claimant: Opus Communications, Inc.
Created: 1995
Published: 14Dec95
Registered: 29Feb96
Claim Limit: NEW MATTER: updated text.
Special Codes: 1/B///A
12. Registration Number: TX-4-231-677
Title: NetPractice: a beginner's guide to healthcare networking on the Internet / Mary Frances Miller.
Imprint: Marblehead, MA: Opus Communications, c1996.
Description: 234 p. & 3 computer disks.
Note: Claim on text of manual only.
Claimant: Opus Communications, Inc.
Created: 1995
Published: 16Jan96
Registered: 29Feb96
Special Codes: 1/B/L//A
13. Registration Number: TX-4-331-879
Title: The credentialing desk reference: a complete listing of primary sources, definitions, hard-to find facts, and advice / by Jack Zusman.
Imprint: Marblehead, MA: Opus Communications, c1996.
Description: 765 p.

Claimant: Opus Communications, Inc.
Created: 1996
Published: 13May96
Registered: 10Jul96
Special Codes: 1/B/L//A
14. Registration Number: TX-4-332-042
Title: Clinical pertinence review: winning strategies for your JCAHO survey / Jennifer I. Cofer, 1951-, Hugh P. Greeley, 1948-, Monica Pappas, 1945-, Kristen Woods. 133 p.
Description: 133 p.
Claimant: Opus Communications, Inc.
Created: 1996
Published: 1Jun96
Registered: 16Jul96
Special Codes: 1/B///A
15. Registration Number: TX-4-427-759
Title: Streamlining quality monitoring / by Hugh P. Greeley.
Imprint: Marblehead, MA: Opus Communications, c1995.
Description: 29 p.
Series: Medical staff reengineering; vol. 2
Claimant: Opus Communications, Inc.
Created: 1995
Published: 1Aug95
Registered: 31Jan97
Author on © Application: Partial text: Diana Kuyper.
Special Codes: 1/B/L//A
16. Registration Number: TX-4-467-552
Title: Credentialing in the managed care environment: a guide for managed care organizations and health care networks / Hugh P. Greeley; edited by Kristen Woods.
Imprint: Marblehead, MA: Opus Communications, c1996.
Description: 223 p.
Claimant: Opus Communications, Inc.
Created: 1996
Published: 10Jan96
Registered: 31Jan97
Special Codes: 1/B/L
17. Registration Number: TX-4-470-340
Title: How to select, orient, and support physician leaders: a guide for hospitals and managed care organizations.
Imprint: Marblehead, MA: Opus Communications, c1995.
Description: 138 p.
Claimant: Opus Communications, Inc.
Created: 1995
Published: 14Jun95
Registered: 31Jan97
Author on © Application: Partial text: Sandra Gill & Hugh P. Greeley.
Special Codes: 1/B/L
18. Registration Number: TX-4-470-341
Title: Effective survey preparation for home care organizations: a guide to achieving JCAHO accreditation / by Marcia Bowers.

Imprint: Marblehead, MA: Opus Communications, c1995.
Description: 309 p.
Claimant: Opus Communications, Inc.
Created: 1995
Published: 20Jul95
Registered: 31Jan97
Special Codes: 1/B/L
19. Registration Number: TX-4-470-353
Title: Quality improvement techniques for long-term care: a handbook.
Description: 236 p.
Claimant: Opus Communications, Inc.
Created: 1993
Published: 1Jul93
Registered: 31Jan97
Author on © Application: Partial text: Hugh P. Greeley, 1948-, & Jennifer I. Cofer, 1951-.
Special Codes: 1/B
20. Registration Number: TX-4-889-392
Title: Seven steps to HIM compliance / Ruthann Russo.
Imprint: Marblehead, MA: Opus Communications, c1998.
Description: 142 p.
Claimant: Opus Communications, Inc.
Created: 1998
Published: 10Sep98
Registered: 9Nov98
Special Codes: 1/B/D
21. Registration Number: TX-4-961-627
Title: Home health corporate compliance: self-assessment and planning / Theresa M. Ferry.
Imprint: Marblehead, MA: Opus Communications, c1999.
Description: 81 p.
Claimant: Opus Communications, Inc.
Created: 1999
Published: 1Feb99
Registered: 12Apr99
Author on © Application: Partial text: Greeley Company, employer for hire.
Special Codes: 1/B/L
22. Registration Number: TX-4-962-970
Title: First, do no harm: a practical guide to medication safety and JCAHO compliance.
Imprint: Marblehead, MA: Opus Communications, c1999.
Description: 199 p.
Claimant: Opus Communications, Inc.
Created: 1999
Published: 1Jan99
Registered: 12Apr99
Special Codes: 1/B/L
23. Registration Number: TX-5-001-030
Title: The JCAHO home health mock survey made simple / Marcia Bowers, Karen Williams.
Edition: 1999 ed.

TRADEMARK

REEL: 002647 FRAME: 0267

Imprint: Marblehead, MA: Opus Communications, c1999.
Description: 118 p.
Claimant: Opus Communications, Inc.
Created: 1999
Published: 1Feb99
Registered: 12Apr99
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
24. Registration Number: TX-5-001-033
Title: The Statement of Conditions manual: a comprehensive guide to JCAHO compliance / by David M. Birk and James K. Lathrop.

Imprint: Marblehead, MA: Opus Communications, c1999.
Description: 696 p.
Claimant: Opus Communications, Inc.
Created: 1999
Published: 1Mar99
Registered: 12Apr99
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
25. Registration Number: TX-5-155-030
Title: The credentialing orientation kit: creating and customizing your own credentialing handbook / Hugh Greeley.

Imprint: Marblehead, MA: Opus Communications, c1999.
Description: 55 p. & computer disk.
Claimant: Opus Communications, Inc.
Created: 1999
Published: 1Sep99
Registered: 8Feb00
Miscellaneous: C.O. corres.
Special Codes: 1/B
26. Registration Number: TX-5-155-031
Title: Continuous quality improvement for long-term care.

Imprint: Marblehead, MA: Opus Communications, c2000.
Description: 169 p.
Claimant: Opus Communications, Inc.
Created: 1999
Published: 16Dec99
Registered: 8Feb00
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
27. Registration Number: TX-5-155-032
Title: The medical executive committee handbook / Hugh P. Greeley, Albert L. Fritz, Herman J. Williams.

Imprint: Marblehead, MA: Opus Communications, c1999.
Description: 206 p.
Claimant: Opus Communications, Inc.
Created: 1999
Published: 22Oct99
Registered: 8Feb00
Miscellaneous: C.O. corres.

Special Codes: 1/B/L
28. Registration Number: TX-5-155-033
Title: The directory of complementary & alternative medicine / edited by Hugh P. Greeley and Anne M. Banas.
Imprint: Marblehead, MA: Opus Communications, c2000.
Description: 530 p.
Claimant: Opus Communications, Inc.
Created: 1999
Published: 21Dec99
Registered: 8Feb00
Author on © Application: Editors & co-authors of some text: Hugh P. Greeley & Opus Communications, Inc., employer for hire of Anne M. Banas.
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
29. Registration Number: TX-5-155-053
Title: Survival guide for the new long-term care survey.
Imprint: Marblehead, MA: Opus Communications, c1999.
Description: 60 p.
Claimant: Opus Communications, Inc.
Created: 1999
Published: 1Oct99
Registered: 8Feb00
Author on © Application: Joanne Finnegan.
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
30. Registration Number: TX-5-155-054
Title: Documentation and coding strategies for the long-term care PPS.
Imprint: Marblehead, MA: Opus Communications, c1999.
Description: 106 p.
Claimant: Opus Communications, Inc.
Created: 1999
Published: 1Oct99
Registered: 8Feb00
Author on © Application: Kristen Woods.
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
31. Registration Number: TX-5-155-055
Title: Restraint and seclusion: improving practice and maintaining JCAHO compliance / Jack Zusman.
Imprint: Marblehead, MA: Opus Communications, c1999.
Description: 202 p.
Claimant: Opus Communications, Inc.
Created: 1999
Published: 1Aug99
Registered: 8Feb00
Claim Limit: NEW MATTER: editing, additions.
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
32. Registration Number: TX-5-155-056
Title: Conscious sedation, anesthesia, and the JCAHO / Dean F. Smith.

Imprint: Marblehead, MA: Opus Communications, c1999.
Description: 180 p.
Claimant: Opus Communications, Inc.
Created: 1999
Published: 1Sep99
Registered: 8Feb00
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
33. Registration Number: TX-5-155-057
Title: Reengineering verbal orders: new team based strategies / Jennifer I. Coffey, Hugh P. Greeley & Herman Williams.

Imprint: Marblehead, MA: Opus Communications, c2000.
Description: 83 p.
Claimant: Opus Communications, Inc.
Created: 1999
Published: 13Dec99
Registered: 8Feb00
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
34. Registration Number: TX-5-155-059
Title: The credentialing desk reference / Jack Zusman.
Edition: 2000 ed.

Imprint: Marblehead, MA: Opus Communications, c1999.
Description: 815 p.
Claimant: Opus Communications, Inc.
Created: 1999
Published: 1Sep99
Registered: 8Feb00
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
35. Registration Number: TX-5-219-228
Title: Compliance hotline benchmarking report.

Imprint: Marblehead, MA: Opus Communications, c2000.
Description: 46 p.
Claimant: Opus Communications, Inc.
Created: 2000
Published: 8Mar00
Registered: 10Apr00
Author on © Application: Partial text: Dick Elslager & Stephen Spargo.
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
36. Registration Number: TX-5-275-841
Title: The JCAHO troubleshooter: best policies, practices, and model documents for survey success / Steven W. Bryant, John Rosing, Brenda G. Summers.

Imprint: Marblehead, MA: Opus Communications, c2000.
Description: 269 p.
Claimant: Opus Communications, Inc.
Created: 2000
Published: 15Jan00
Registered: 17Jul00

Special Codes: 1/B/L
37. Registration Number: TX-5-275-842
Title: Performance improvement: winning strategies for quality and JCAHO compliance / Cynthia Barnard, Jodi L. Eisenberg.
Edition: 2nd ed.
Imprint: Marblehead, MA: Opus Communications, c2000.
Description: 196 p.
Claimant: Opus Communications, Inc.
Created: 2000
Published: 15Jul00
Registered: 17Jul00
Special Codes: 1/B/L
38. Registration Number: TX-5-275-843
Title: The long-term care compliance manual / D. Scott Jones.
Imprint: Marblehead, MA: Opus Communications, c2000.
Description: 187 p.
Claimant: Opus Communications, Inc.
Created: 2000
Published: 15Mar00
Registered: 17Jul00
Special Codes: 1/B/L
39. Registration Number: TX-5-304-036
Title: The JCAHO mock survey made simple / Kathryn A. Chamberlain, Candace J. Hamner.
Edition: 2000 ed.
Imprint: Marblehead, MA: Opus Communication, c2000.
Description: 241 p.
Claimant: Opus Communications, Inc.
Created: 2000
Published: 1Jan00
Registered: 17Jul00
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
40. Registration Number: TX-5-304-134
Title: Healthcare safety sourcebook / Ray W. Moughalian.
Description: 199 p.
Claimant: Opus Communications, Inc.
Created: 2000
Published: 1Mar00
Registered: 17Jul00
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
41. Registration Number: TX-5-304-150
Title: Quality indicators: a practical guide to assessment and documentation / Julia Hopp.
Imprint: Marblehead, MA: Opus Communications, c2000.
Description: 148 p.
Claimant: Opus Communications, Inc.
Created: 2000
Published: 1Jun00

Registered: 17Jul00
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
42. Registration Number: TX-5-304-151
Title: Compliance hotline benchmarking report / Compliance Concepts, Inc.
Imprint: Marblehead, MA: Opus Communications, c2000.
Description: 46 p.
Claimant: Opus Communications, Inc.
Created: 2000
Published: 1Mar00
Registered: 17Jul00
Author on © Application: Text: Dick Elslager & Stephen Spargo.
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
43. Registration Number: TX-5-304-152
Title: Verify and comply: a quick reference guide to the JCAHO and NCQA standards for credentialing / Carol Cairns.
Imprint: Marblehead, MA: Opus Communications, c2000.
Description: 162 p.
Claimant: Opus Communications, Inc.
Created: 2000
Published: 1Jan00
Registered: 17Jul00
Miscellaneous: C.O. corres.
Special Codes: 1/B/L
44. Registration Number: TX-5-304-153
Title: Ready, set, JCAHO: v. II / by Candace J. Hamner.
Imprint: Marblehead, MA: Opus Communications, c2000.
Description: 114 p.
Note: More questions, games and strategies to prepare your staff for survey.
Claimant: Opus Communications, Inc.
Created: 2000
Published: 1Apr00
Registered: 17Jul00
Miscellaneous: C.O. corres.
Special Codes: 1/B/D
Title: The briefings on JCAHO yearbook
Additional Information: .
Note: Description based on: Vol. 7-8, 1996-1997.
Copyright Information: NM: additions & compilation.
Claimant: * Opus Communications, Inc. v.
 TX 4-902-696 10Sep98; 7-8, 1996-97. DCR 1998; PUB 1May98;
45. Registration Number: TX-2-901-541
Title: PIR: Practitioner's information resource: special report.
Description: 1 v.
Claimant: OPUS II Communications, Inc.
Created: 1989
Published: 28Dec89
Registered: 22Jan90
Title on © Application: Managing and controlling the coding function.

Author on © Application: Contributing authors: Jennifer I. Cofer, James B. Flanagan & Amy Tate Dilts.
Miscellaneous: C.O. corres.
Special Codes: 1/B///A
46. Registration Number: PA-873-616
Title: Turning JCAHO confusion into confidence.
Description: Kit.
Claimant: Opus Communications
Created: 1997
Published: 1Jun97
Registered: 28Jul97
Author on © Application: Text, video production: Opus Communications, employer for hire.
Special Codes: 3/Q/D
47. Registration Number: PA-883-715
Title: Sexual harassment: the rules have changed.
Description: Kit.
Claimant: Opus Communications
Created: 1997
Published: 1May97
Registered: 1Dec97
Author on © Application: Screenplay, video production: Opus Communications, employer for hire.
Special Codes: 3/Q
48. Registration Number: TX-4-419-519
Title: To the point: effective communications for the medical staff / by Steve Rivkin and Hugh Greeley.
Imprint: Marblehead, MA: Opus Communications, c1996.
Description: 28 p.
Series: Medical staff reengineering; vol. 5
Claimant: Opus Communications
Created: 1996
Published: 1Jan96
Registered: 31Jan97
Special Codes: 1/B
49. Registration Number: TX-4-421-665
Title: Reducing the bureaucracy: a monograph on medical staff reengineering / by Hugh P. Greeley.
Description: 21 p.
Claimant: Opus Communications
Created: 1995
Published: 1May95
Registered: 31Jan97
Author on © Application: Partial text: Diana Kuyper & Kristen Woods.
Special Codes: 1/B/L
50. Registration Number: TX-4-430-811
Title: Seven success stories / by Hugh Greeley.
Description: 26 p.
Series: Medical staff reengineering series; vol. 3
Claimant: Opus Communications
Created: 1995
Published: 1Jan95
Registered: 31Jan97

Special Codes: 1/B
51. Registration Number: TX-4-470-319
Title: Quality improvement techniques for medical records / Jennifer I. Coffey, 1951-, Hugh P. Greeley, 1948-.
Description: 243 p.
Claimant: Opus Communications
Created: 1992
Published: 1Oct92
Registered: 31Jan97
Special Codes: 1/B
52. Registration Number: TX-4-470-338
Title: Restraint and seclusion: improving practice and conquering the JCAHO standards / Jack Zusman.
Imprint: Marblehead, MA: Opus Communications, c1997.
Description: 202 p.
Claimant: Opus Communications
Created: 1996
Published: 1Oct96
Registered: 31Jan97
Special Codes: 1/B/L
53. Registration Number: TX-4-470-339
Title: Quality improvement techniques for hospital safety: a handbook for plant, technology, and safety management.
Imprint: Marblehead, MA: Opus Communications, c1994.
Description: 246 p.
Claimant: Opus Communications
Created: 1993
Published: 1Oct93
Registered: 31Jan97
Author on © Application: Hugh P. Greeley, 1948-, & Jennifer I. Cofer, 1951-.
Special Codes: 1/B
54. Registration Number: TX-4-471-131
Title: Smaller document, bigger impact: streamlining the bylaws / by Hugh Greeley.
Imprint: Marblehead, MA: Opus Communications, c1996.
Description: 26 p.
Claimant: Opus Communications
Created: 1996
Published: 1Jan96
Registered: 31Jan97
Special Codes: 1/B
55. Registration Number: TX-4-471-342
Title: Credentialing without complexity / by Hugh Greeley.
Description: 21 p.
Series: Medical staff reengineering series; vol. 6
Claimant: Opus Communications
Created: 1996
Published: 1Jan96
Registered: 31Jan97
Special Codes: 1/B
56. Registration Number: TX-4-472-491

Title: Quality improvement techniques for radiology: a handbook.
Description: 230 p.
Claimant: Opus Communications
Created: 1993
Published: 1Jan93
Registered: 31Jan97
Author on © Application: Partial text: Jennifer I. Coffey, 1951-, Hugh P. Greeley, 1948-, Maureen M. Wrinn, 1966-.
Special Codes: 1/B/D
57. Registration Number: TX-4-472-496
Title: Quality improvement techniques for respiratory care: a handbook.
Description: 224 p.
Claimant: Opus Communications
Created: 1994
Published: 1Jan94
Registered: 31Jan97
Author on © Application: Partial text: Jennifer I. Cofer, 1951-, Hugh P. Greeley, 1948-.
Special Codes: 1/B/D
58. Registration Number: TX-4-482-529
Title: Patient and family education: the compliance guide to the JCAHO standards / Joan Iacono, Ann Campbell.
Imprint: Marblehead, MA: Opus Communications, c1997.
Description: 124 p.
Claimant: Opus Communications
Created: 1997
Published: 28Feb97
Registered: 14Apr97
Special Codes: 1/B/L
59. Registration Number: TX-4-486-250
Title: Information management: the compliance guide to the JCAHO standards / Jennifer I. Cofer, Hugh P. Greeley, Jay Coburn.
Edition: 2nd ed.
Imprint: Marblehead, MA: Opus Communications, c1996.
Description: 137 p.
Claimant: Opus Communications (employer for hire)
Created: 1996
Published: 1Jul96
Registered: 31Jan97
Special Codes: 1/B/L
60. Registration Number: TX-4-486-251
Title: The JCAHO survey coordinator's handbook.
Imprint: Marblehead, MA: Opus Communications, c1997.
Description: 204 p.
Claimant: Opus Communications
Created: 1996
Published: 1Dec96
Registered: 31Jan97
Special Codes: 1/B/L
61. Registration Number: TX-4-551-358
Title: 12 weeks to a successful data dictionary / Maida Reavis Herbst.

Imprint: Marblehead, MA: Opus Communications, c1997.
Description: 150 p.
Claimant: Opus Communications
Created: 1997
Published: 1Jan97
Registered: 2Jun97
Miscellaneous: C.O. corres.
Special Codes: 1/B
62. Registration Number: TX-4-593-958
Title: The JCAHO mock survey made simple / Kathryn Chamberlain, Candace Hamner.

Imprint: Marblehead, MA: Opus Communications, c1997.
Description: 1 v.
Claimant: Opus Communications
Created: 1997
Published: 15Jun97
Registered: 16Jul97
Special Codes: 1/B

63. Registration Number: TX-4-648-597
Title: All the rules have changed.
Description: Kit.
Claimant: Opus Communications
Created: 1997
Published: 1May97
Registered: 1Dec97

Author on © Application: Text: Opus Communications, employer for hire.
Special Codes: 3/Q

64. Registration Number: TX-4-679-561
Title: How to avoid 10 common HCFA deficiencies.
Imprint: Marblehead, MA: Opus Communications, c1995.
Description: 53 p.
Claimant: Opus Communications
Created: 1995
Published: 1Feb95
Registered: 14Nov97
Special Codes: 1/B

65. Registration Number: TX-4-684-029
Title: The health care accreditation industry report.
Imprint: Marblehead, MA: Opus Communications, c1997.
Description: 333 p.
Claimant: Opus Communications
Created: 1997
Published: 1Mar97
Registered: 20Nov97

Special Codes: 1/B
66. Registration Number: TX-4-684-080
Title: Effective survey preparation for home care organizations: a guide to achieving JCAHO accreditation / by Marcia Bowers.

Imprint: Marblehead, MA: Opus Communications, c1995.
Description: 309 p.

Claimant: Opus Communications
Created: 1995
Published: 1Aug95
Registered: 20Nov97
Previous Related Version: Appl. states authorship excludes screen captures.
Special Codes: 1/B
67. Registration Number: TX-4-703-079
Title: Compliance across the continuum: a comprehensive look at healthcare corporate compliance.
Imprint: Marblehead, MA: Opus Communications, c1998.
Description: 217 p.
Claimant: Opus Communications
Created: 1998
Published: 1Feb98
Registered: 2Jul98
Special Codes: 1/B/D
68. Registration Number: TX-4-814-631
Title: The compliance guide to the medical staff standards: winning strategies for your JCAHO survey / Richard E. Thompson.
Edition: 2nd ed.
Imprint: Marblehead, MA: Opus Communications, c1998.
Description: 131 p.
Claimant: Opus Communications
Created: 1998
Published: 1Apr98
Registered: 2Jul98
Special Codes: 1/B/L
69. Registration Number: TX-4-814-632
Title: The JCAHO home health mock survey made simple / Marci Bowers, Karen Williams.
Imprint: Marblehead, MA: Opus Communications, c1998.
Description: 110 p.
Claimant: Opus Communications
Created: 1998
Published: 1Apr98
Registered: 2Jul98
Special Codes: 1/B/L
70. Registration Number: TX-4-727-887
Title: Corporate compliance: self-assessment and planning / the Greeley Company, abort, Springer & Mattern.
Imprint: Marblehead, MA: Opus Communications, c1998.
Description: 92 p.
Claimant: Opus Communications, Inc.
Created: 1998
Published: 5Jan98
Registered: 9Feb98
Author on © Application: Text: the Greeley Company and Horty, Springer & Mattern, employers for hire.
Special Codes: 1/B
71. Registration Number: TX-4-783-869
Title: The top twenty medical staff policies and procedures / Hugh Greeley, Herman

Williams.

Imprint: Marblehead, MA: Opus Communications, c1998.
Description: 130 p. + computer disk.
Claimant: Opus Communications, Inc.
Created: 1998
Published: 1Oct98
Registered: 9Nov98
Special Codes: 1/C/L

72. Registration Number

TX-4-831-052

Title: Ready, set, JCAHO] questions, games, and other strategies to prepare your staff for survey / Candace J. Hamner.

Imprint: Marblehead, MA: Opus Communications, c1998.
Description: 272 p.
Claimant: Opus Communications, Inc.
Created: 1998
Published: 1Jun98
Registered: 10Sep98
Special Codes: 1/B/L

73. Registration Number

TX-5-275-646

Title: The MDS troubleshooter.

Imprint: Marblehead, MA: Opus Communications, c2000.
Description: 153 p.
Claimant: Opus Communications, Inc.
Created: 2000
Published: *Feb00
Registered: 17Jul00
Author on © Application: Full text: Karin Commeret.
Special Codes: 1/B/L

74. Registration Number

TX-5-275-839

Title: Patient and family education: the compliance guide to the JCAHO standards / Joan Iacono, Ann Campbell.

Imprint: Marblehead, MA: Opus Communications, c2000.
Description: 146 p.
Claimant: Opus Communications, Inc.
Created: 2000
Published: 15May00
Registered: 17Jul00
Special Codes:

75. Registration Number

TX-5-275-840

Title: Coding compliance: a practical guide to the audit process / Ruthann Russo, author, Joseph J. Russo, author; Claudia Hoffacker, managing editor, David Be Ardsley, executive editor.

Imprint: Marblehead, MA: Opus Communications, c2000.
Description: 130 p.
Claimant: Opus Communications, Inc.
Created: 2000
Published: 15Jun00
Registered: 17Jul00
Special Codes: 1/B/L

76. Registration Number

TX-5-547-073

Title: Survey troubleshooter: proven strategies for mastering the top 25 nursing home deficiencies / Thomas Louis.

Imprint: Marblehead, MA: Opus Communications, c2002.

Description: 230 p.

Claimant: Opus Communications, Inc.

Created: 2002

Published: 1Jan02

Registered: 14Jun02

Special Codes:

77. Registration Number TX-5-547-074

Title: The long-term care HIPAA lifeline: a practical guide on how to comply / by Kathy J. S. Fritz.

Imprint: Marblehead, MA: Opus Communications, c2002.

Description: 198 p. & CD-ROM.

Claimant: Opus Communications, Inc.

Created: 2002

Published: 1Jan02

Registered: 14Jun02

Special Codes: 1/B/L

78. Registration Number TX-5-547-075

Title: Automating ongoing records review: new strategies for JCAHO success / Raymond S. Pinder, Frank H. Osborne.

Imprint: Marblehead, MA: Opus Communications, c2002.

Description: 173 p. & CD-ROM.

Claimant: Opus Communications, Inc.

Created: 2002

Published: 1Jan02

Registered: 14Jun02

Special Codes: 1/B

79. Registration Number TX-5-547-076

Title: A guide to HAP credentialing: challenges and opportunities to credentialing allied health professionals / Beverly E. Pybus, Carol S. Cairns.

Imprint: Marblehead, MA: Opus Communications, c2002.

Description: 328 p.

Claimant: Opus Communications, Inc.

Created: 2002

Published: 1Jan02

Registered: 14Jun02

Special Codes: 1/B/L

80. Registration Number TX-5-547-399

Title: Compliance training book for nurses, physicians, and other clinical staff.

Description: 1 v.

Claimant: Opus Communications, Inc.

Created: 2002

Published: 1Jan02

Registered: 14Jun02

Special Codes: 1/B

81. Registration Number TX-5-547-400

Title: HIPAA training handbook for long-term care: privacy for beginners.

Description: 1 v.

Claimant: Opus Communications, Inc.
Created: 2002
Published: 1Jan02
Registered: 14Jun02
Special Codes: 1/B
82. Registration Number TX-5-547-401
Title: Compliance training handbook for the general healthcare staff.
Description: 1 v.
Claimant: Opus Communications, Inc.
Created: 2002
Published: 1Jan02
Registered: 14Jun02
Special Codes: 1/B
83. Registration Number TX-5-548-087
Title: HIPAA training handbook for long-term care managers and licensed staff: and introduction to confidentiality and privacy under HIPAA.
Imprint: Marblehead, MA: Opus Communications, c2002.
Description: 42 p.
Claimant: Opus Communications, Inc.
Created: 2002
Published: 1Jan02
Registered: 14Jun02
Special Codes: 1/B
84. Registration Number PA-1-000-425
Title: Rx for preventing medication errors.
Description: Videocassette; 1/2 in.
Claimant: Greeley Company
Created: 2000
Published: *Jun00
Registered: 17Jul00
Special Codes: 4/X/D
85. Registration Number PA-1-033-303
Title: Long-term care corporate compliance: playing your part.
Description: Videocassette; 1/2 in.
Claimant: Greeley Company
Created: 2000
Published: 15Jun00
Registered: 17Jul00
Miscellaneous: C.O. corres.
Special Codes: 4/X/D
86. Registration Number PA-1-033-304
Title: STAT: a prescription for good patient relations.
Description: Videocassette; 1/2 in.
Claimant: Greeley Company
Created: 1999
Published: 15Oct99
Registered: 17Jul00
Miscellaneous: C.O. corres.
Special Codes: 4/X/D
87. Registration Number PA-1-036-066

Title: Physician compliance: it's not an option.
Description: Videocassette; 1/2 in.
Claimant: Greeley Company
Created: 1999
Published: 15Jun99
Registered: 17Jul00
Author on © Application: Video production & text: Greeley Company, employer for hire.
Special Codes: 4/X/D
88. Registration Number PA-1-036-067
Title: The first line of defense.
Description: Videocassette; 1/2 in.
Claimant: Greeley Company
Created: 2000
Published: 15Jun00
Registered: 17Jul00
Author on © Application: Video production & text: Greeley Company, employer for hire.
Special Codes: 4/X/D
89. Registration Number TX-4-727-887
Title: Corporate compliance: self-assessment and planning / the Greeley Company, Horthy, Springer & Mattern.
Imprint: Marblehead, MA: Opus Communications, c1998.
Description: 92 p.
Claimant: Opus Communications, Inc.
Created: 1998
Published: 5Jan98
Registered: 9Feb98
Author on © Application: Text: the Greeley Company and Horthy, Springer & Mattern, employers for hire.
Special Codes: 1/B
90. Registration Number PA-912-022
Title: Understanding corporate compliance.
Description: Kit.
Claimant: Greeley Education Company
Created: 1998
Published: 1Jun98
Registered: 21Sep98
Special Codes: 3/Q/D
91. Registration Number PA-912-030
Title: It's everybody's job: a team-based approach to medical records completion.
Description: Kit.
Claimant: Greeley Education Company
Created: 1998
Published: 1Apr98
Registered: 21Sep98
Author on © Application: Text & production: Greeley Education Company, employer for hire.
Special Codes: 3/Q/D
92. Registration Number PA-946-561
Title: Lights, camera, JCAHO]
Description: 3 videocassettes; 1/2 in.CRED: 1999
Claimant: Greeley Education Company DPUB: 1Jun99 DREG: 21Jul99
Special Codes: 4/X/D

TRADEMARK

REEL: 002647 FRAME: 0281

**SCHEDULE V
WEBSITES, DOMAIN NAME SERVERS AND ADMINISTRATIVE CONTACTS**

DOMAIN NAMES

HCFG.COM

GOHCPRO.COM

HEALTHCAREFACILITIESGUIDE.COM

HIPAAPRO.COM

HCPRO.COM

THEGREELEYINSTITUTE.COM

DOCDETECTIVE.COM

ONLINE-CDR.COM

ONLINE-CRC.COM

NUTRITIONWEEKNEWSLETTER.COM

SNINFO.COM

LTCWEBCENTER.COM

HCPROFESSIONAL.COM

HEALTHSAFETYINFO.COM

HIMINFO.COM

IAHSC.COM

OPUSCOMM.COM

OPUSCOMMONLINE.COM

CORPCOMPLIANCE.COM

CREDENTIALINFO.COM

MSLEADER.COM

EXECUTIVEBRIEFINGSONLINE.COM

PATIENTSAFETYINFO.COM

REHABREGS.COM

MEDICALSTAFFINFO.COM

BRIEFINGSONLINE.COM

HCPRO.ORG

BRIEFINGSONJCAHO.COM

HCPROFESSOR.COM

HCBRIEFINGS.COM

SURVEYPREP.COM

MDLEADER.COM

ACCREDITINFO.COM

RESPIRATORYINFO.COM

COMPLIANCEINFO.COM

BUSINESSOFHEALTHCARE.COM

HCPRO.NET

LONGTERMINFO.COM

HCCOMPASS.COM

HPCHECK.COM

MDEXEC.COM

HCPROVIDER.COM

HEALTHCARECOMPASS.COM

BALWEEKLY.COM

HEALTHCAREMANGER.COM

GREELEYEDUCATION.COM

GREELEY.COM

BHSCOMPLIANCEMANUAL.COM

CLINICALTRIALSCOMPLIANCE.COM

HCMARKETPLACE.COM

ONLINE-CDPR.COM

PHYSICIAN-LINK.COM

**SCHEDULE IV
COMMERCIAL TORT CLAIMS**

None.