

05-05-2003

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

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

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

1. Name of conveying party(ies): MEDI, INC.

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

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

2. Name and address of receiving party(ies) Name: BANK OF AMERICA, N.A., as Collateral Agent

Internal Address: IL1-231-08-30

Street Address: 231 LaSalle Street

City: Chicago State: IL Zip: 60604

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: June 13, 2002

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

A. Trademark Application No.(s) see attached

B. Trademark Registration No.(s) see attached

Additional number(s) attached Yes No

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

Name: Steven D. Thomas

Internal Address: Moore & Van Allen PLLC

Street Address: 2200 W. Main Street

Suite 800

City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 50-2316

DO NOT USE THIS SPACE

9. Signature.

Steven D. Thomas

Signature

May 1, 2003

Date

Total number of pages including cover sheet, attachments, and document: 8

05/02/2003 DBYRME 00000153 2555931 01 FC:0521 02 FC:0522 40.00 GP 150.00 GP

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

OFFICE OF PUBLIC RECORDS 2003 MAY -1 PM 2:10 FINANCE SECTION

Medi, Inc.
(California Corporation)

U.S. Trademarks

Registered Marks

MEDICUBE	2555931	4/2/02
BRIDGING THE GAP	2458036	6/5/01
CLAIM MASTER	2413558	12/19/00
ERA MASTER	2418682	1/9/01
ELIGIBILITY MASTER	2378818	8/22/00
EDICOMM	2305635	1/4/00

Pending Application

DD+E	76298684	8/10/01

COLLATERAL ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS

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

THIS COLLATERAL ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of Assignor, as such term is defined in the Amended and Restated Security Agreement, dated as of June 13, 2002, between the Assignor, the other Consolidated Parties identified therein and the Collateral Agent (as amended, supplemented or modified from time to time, the "**Security Agreement**"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Assignor an instrument in writing releasing the collateral assignment and security interest in the Collateral acquired under this Collateral Assignment.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Collateral Assignment as of
the 14 day of April, 2003

ASSIGNOR:

MEDI, INC.

By:  _____

Name: DAVID F. BACON, JR.

Title: PRESIDENT

COLLATERAL AGENT:

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

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Collateral Assignment as of
the 14 day of April, 2003


ASSIGNOR:

MEDI, INC.

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

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

By: 
Name: KRISTINE THENNES
Title: Vice President

Medi, Inc.
(California Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
MEDICUBE	2555931	4/2/02
BRIDGING THE GAP	2458036	6/5/01
CLAIM MASTER	2413558	12/19/00
ERA MASTER	2418682	1/9/01
ELIGIBILITY MASTER	2378818	8/22/00
EDICOMM	2305635	1/4/00

Pending Application

Mark	Appl. Ser. No.	Filing Date
DD+E	76298684	8/10/01

PATENTS AND PATENT APPLICATIONS

Serial No. or
Patent No.

Inventor

Country

Issue or
Filing Date

Title

None.