

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.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):

ProxyMed, Inc.

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

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

3. Nature of conveyance:

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

Execution Date **December 4, 2003**

2. Name and address of receiving party(ies)

Name **Wachovia Bank, N.A.**

Internal Address: **30th Floor**

Street Address: **191 Peachtree Street, NE**

City **Atlanta** State **GA** Zip **30303**

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

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

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

A. Trademark Application No.(s) **76/430,118;**
78/222,069; 78/209,042

B. Trademark Registration No.(s) **2,244,568;**
2,483,717; 2,615,356

Additional number(s) attached Yes No

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

Name: **Elizabeth Ann Morgan**

Internal Address: **Hunton & Williams**
Bank of America Plaza

Street Address **600 Peachtree Street, NE**
Suite 4100

City: **Atlanta** State: **GA** Zip: **30308**

6. Total number of applications and registrations involved: **27**

7. Total fee (37 CFR 3.41).....\$ **690**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

083436

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Ann Morgan

Name of Person Signing



Signature

2/19/04

Date

12

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

Recordation Form Cover Sheet Trademarks Only
Conveying Parties: ProxyMed, Inc., et al.
Receiving Party: Wachovia Bank, N.A.

Continuation of Item 1- Conveying Parties

Key Communications Service, Inc., Indiana Corporation
Medunite, Inc., Delaware Corporation

Recordation Form Cover Sheet Trademarks Only
Conveying Parties: ProxyMed, Inc., et al.
Receiving Party: Wachovia Bank, N.A.

Continuation of Item 4 - application number(s) or registration number(s)

Application number(s)

78/221,153
78/222,078
76/038,658

Registration number(s)

2,615,354
2,615,355
2,315,342
2,115,912
2,092,571
2,680,425
2,585,987
1,936,502
2,511,347
2,234,172
2,491,525
2,491,524
2,497,195
2,327,881
2,240,913
1,711,257
2,327,660
2,735,294

**PATENT AND
TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, effective as of December 4, 2003, by and between **PROXYMED, INC.**, a Florida corporation, ("Proxymed"), **KEY COMMUNICATIONS SERVICE, INC.**, an Indiana corporation ("Key Communications"), and **MEDUNITE, INC.**, a Delaware corporation ("Medunite"; and together with Proxymed and Key Communications, collectively, the "Grantors" and each individually, a "Grantor"), in favor of **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 4, 2003 by and among Grantors, as the Borrowers and Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make certain loans and other financial accommodations for the benefit of Grantors;

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Lender, this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby grants to Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of its patents, patent applications and patent licenses (and income and royalties with respect thereto) to which it is a party including those referred to on Schedule 1 hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, renewals or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any patent or any patent licensed under any patent license.

3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Lender, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks and trade names (collectively, the "Trademarks") whether registered or unregistered and wherever registered (and any applications therefor) and trademark licenses (the "Trademark Licenses") to which it is a party including those referred to on Schedule 2 hereto;
- (b) all reissues, renewals, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.

4. RIGHTS AND REMEDIES.

- (a) The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral and Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- (b) Notwithstanding anything to the contrary herein or in any of the other Loan Documents, if any Default or Event of Default under the Loan Agreement or any other Loan Document shall have occurred, or if any Grantor fails to perform any agreement or to meet any of the obligations to the Lender hereunder, in addition to any and all other rights and remedies that Lender may have in the Loan Agreement, in any other Loan Document or at law, all of the right, title and interest of Grantors in and to the Patent Collateral and the Trademark Collateral shall be automatically granted, assigned, conveyed and delivered to the Lender or its designee, and Grantors hereby irrevocably constitute and appoint Lender and any officer, agent or employee thereof, with full power of substitution, as their true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of Grantors and in the name of Grantors or in Lender's own name or the name of Lender's designee, all acts of said

attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of a Default or an Event of Default: (i) to complete, date, execute and file or cause to be filed the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment; (ii) to collect proceeds from the Patent Collateral and the Trademark Collateral (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Agreement, any goods covered by the registrations listed on Schedule 1 and Schedule 2 to any purchaser thereof; (iv) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods covered by the registrations listed on Schedule 1 and Schedule 2, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Lender, in its sole discretion, and such payments made by Lender to become the obligations of Grantors to Lender, due and payable immediately, without demand.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Each Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS

PROXYMED, INC.

By: Nancy J. Ham
Name: Nancy J. Ham
Title: President + Chief Operating Officer

KEY COMMUNICATIONS SERVICE, INC.

By: Nancy J. Ham
Name: Nancy J. Ham
Title: Chief Executive Officer

MEDUNITE, INC.

By: Nancy J. Ham
Name: Nancy J. Ham
Title: President

ACCEPTED AND ACKNOWLEDGED BY:
WACHOVIA BANK, NATIONAL ASSOCIATION,
as Lender

By: Joe Lee
Name: Joe Lee
Title: Associate

ACKNOWLEDGMENT OF GRANTOR:

STATE OF GEORGIA)
COUNTY OF GWINNETT) ss.

On this 4 day of December, 2003 before me personally appeared Nancy J. Ham, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MEDUNITE, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Richard A. Smith
{seal} Notary Public



ACKNOWLEDGMENT OF GRANTOR:

STATE OF Georgia)
) ss.
COUNTY OF GWINNETT)

On this 4 day of December, 2003 before me personally appeared Nancy J. Ham, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of KEY COMMUNICATIONS SERVICE, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Richard A. Smith
{seal} Notary Public



ACKNOWLEDGMENT OF GRANTOR:

STATE OF GEORGIA)
) ss.
COUNTY OF GWINNETT)

On this 4 day of December, 2003 before me personally appeared Nancy J. Ham, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PROXYMED, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Richard A. Smith
(seal) Notary Public



SCHEDULE 2
To
PATENT AND TRADEMARK
SECURITY AGREEMENT

TRADEMARK/SERVICE MARK REGISTRATIONS

Mark	Serial #	Date Issued	Reg. #	Date Issued
FEDERALLY REGISTERED				
"ClinScan"	75/445,515	16-Feb-99	2,244,568	11-May-99
"Empowering Physicians w/ E-Solutions"	75/915,795	10-Apr-01	2,483,717	28-Aug-01
Evolution of Healthcare Transactions	76/353,838	28-Dec-01	2,615,356	03-Sep-02
Evolution of Healthcare Transactions	76/353,835	28-Dec-01	2,615,354	03-Sep-02
Evolution of Healthcare Transactions	76/353,837	28-Dec-01	2,615,355	03-Sep-02
FLEETWATCH	76/430,118	10-Jul-02		
"K"	73/672297	16-Jul-87	1,479,447	08-Mar-88
"K" & Design	75/402,610	16-Nov-99	2,315,342	08-Feb-00
"Key Electronics"	75/188,737	28-Oct-96	2,115,912	25-Nov-97
"Keylab"	75/030,801	11-Dec-95	2,092,571	02-Sep-97
MedUnite	76/353771	28-Dec-01	2,680,425	28-Jan-03
MedUnite	75/843240	08-Nov-99	2,585,987	25-Jun-02
"Pre-Scribe"	74/509,527		1,936,502	21-Nov-95
"PreScribe" (stylized)	75/444,978	15-Aug-01	2,511,347	27-Nov-01
"ProxyCare"	75/445,517	05-Mar-98	2,234,172	13-Nov-96
"ProxyMed" and Design	76/038,659	16-Jul-01	2,491,525	18-Sep-01
"ProxyMed" and Design	76/038,658	27-Jul-01	2,491,524	18-Sep-01
"ProxyMed. Empowering Physicians w/ESolutions"	76/038,660	09-May-01	2,497,195	09-Oct-01
"ProxyMed. Empowering Physicians w/ESolutions"	76/038,661	09-May-01	2,497,195	09-Oct-01
"ProxyNet"	75/445,514	18-May-99	2,327,881	31-Aug-99
"ProxyScript"	74/650,149	22-Mar-95	2,041,188	25-Feb-97
"RxReceive"	74/698,380	05-Jul-95	2,240,913	20-Apr-99
Statlink	74/105,202	12-Oct-90	1,711,257	01-Sep-92
"TurnKey" & Design	75/385,833	21-Dec-99	2,327,660	14-Mar-00
"Where Healthcare Connects"	76/220,039	05-Mar-01	2,735,294	08-Jul-03
COMMON LAW PROTECTION ONLY				
FOCUS				
"IPRESCRIBE"	76/268,306	07-Jun-01		
"iPreScribe"	76/096,215	25-Jul-00		
"iPrescribe" (stylized)	76/095,833	25-Jul-00		
"Keytouch 2000"	75/039,983	01-Nov-95		
"LabNer"				
ProxyClaim	78/222069	05-Mar-03		
ProxyClaim	78/209042	30-Jan-03		

Mark	Serial #	Date Issued	Reg. #	Date Issued
ProxyLab	76/394,041	22-Feb-02		
ProxyLab	76/374,386	22-Feb-02		
"ProxyMed Pharmacy"	74/460716	19-Nov-93		
ProxyTracker	78/221153	04-Mar-03		
ProxyTracker	78/222078	05-Mar-03		
"Where Healthcare Connects"	76/038,658	17-Feb-00		