

11-13-2001



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

101895907

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

11-13-01

1. Name of conveying party(ies):

Synavant, Inc.

- 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: April 27, 2001

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation
Internal Address: Suite 3000 West

Street Address: 2450 Colorado Avenue
City: Los Angeles State: CA Zip: 90025

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

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: Susan Lake

Internal Address: King & Spalding

191 Peachtree Street

Street Address: _____

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: _____

19

7. Total fee (37 CFR 3.41).....\$ 490.00
expedite 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Susan Lake
Name of Person Signing

[Signature]
Signature

April 27, 2001
Date

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

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

11/13/2001 JJALLAH2 00000003 76084995

01 FC:481
02 FC:482
03 FC:484

40.00 OP
450.00 OP
120.00 OP

TRADEMARK
REEL: 2389 FRAME: 0848

Schedule I
to Trademark Security Agreement

SYNAVANT INC.

<i>TRADEMARK</i>	<i>TRADEMARK OWNER</i>	<i>SERIAL/ REGISTRATION NUMBER</i>	<i>FILING/ REGISTRATION DATE</i>	<i>STATUS</i>
SYNAVANT	Synavant Inc.	76/084,995	--	Application
ASSESSRX	Synavant Inc.	2,080,211	07/15/97	Registered
CORNERSTONE	Synavant Inc.	75/166,102	--	Application
MAIL WORKS	Synavant Inc.	1,257,842	11/15/83	Registered
MARKETEXPRESS	Synavant Inc.	2,181,861	08/18/98	Registered
MEDEXTRA	Synavant Inc.	1,419,413	12/02/86	Registered
PERSONALETTERS	Synavant Inc.	1,386,390	03/11/86	Registered
SALES TECHNOLOGIES	Synavant Inc.	1,864,056	11/22/94	Registered
SALES TECHNOLOGIES	Synavant Inc.	1,861,680	11/08/94	Registered
SAMPLETRAK	Synavant Inc.	76/009,656	--	Application
SNAP	Synavant Inc.	1,476,584	02/16/88	Registered
STAT/GRAM	Synavant Inc.	2,403,858	11/14/00	Registered
STNET	Synavant Inc.	1,624,068	11/20/90	Registered
PHARBASE	Synavant Inc.	75/915,902	--	Application
PHARBASE BENCHMARK	Synavant Inc.	75/915,901	--	Application
PREMIERE	Synavant Inc.	2,098,175	09/16/97	Registered
RIBBONS IN A SQUARE - MISCELLANEOUS DESIGN	Synavant Inc.	76/132,182	--	Application
SINGLE SOURCE SAMPLING	Synavant Inc.	1,646,221	05/28/91	Registered
MEDICAL DIALOGUE	Synavant Inc.	2,171,250	07/07/98	Registered

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 27, 2001, executed by SYNAVANT INC., a Delaware corporation, ("Parent") and each Subsidiary of Parent identified on the signature pages hereof (each such Subsidiary, together with Parent, are referred to hereinafter each individually as a "Grantor", and individually and collectively, jointly and severally, as "Grantors") in favor of FOOTHILL CAPITAL CORPORATION, a California corporation, as lender (the "Lender") under that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), among the Grantors, the other Borrowers and the Lender. Capitalized terms used in this Agreement shall have the meanings set forth in the Loan Agreement unless specifically defined herein.

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, the Lender has agreed to establish a revolving credit facility in favor of the Grantors;

WHEREAS, pursuant to the Loan Agreement, each Grantor has granted to Lender a continuing security interest in all of its right, title, and interest in all currently existing and hereafter acquired or arising Collateral, including, without limitation, (a) all of such Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which such Grantor now has or hereafter acquires rights and wherever located; (b) all of such Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which such Grantor now has or hereafter acquire rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Obligations; and

WHEREAS, it is a condition precedent to the extension of the Advances under the Loan Agreement that each Grantor grant to the Lender a security interest in and a collateral assignment of the Property (as herein defined);

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademark License" means any written agreement now or hereafter in existence granting to any Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade

styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations, each Grantor hereby grants and conveys a security interest to the Lender in, and collaterally assigns, pledges, mortgages and hypothecates to the Lender, all of its right, title and interest in, to and under the following (collectively, the "Property"):

(a) each Trademark now or hereafter owned by such Grantor or in which such Grantor now has or hereafter acquires rights (other than Trademark Licenses) and wherever located (except any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of such Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by such Grantor or in which such Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; 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 of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Lender exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, and until such time such Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including,

without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in such Grantor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property, provided, however, that the foregoing shall not impose an obligation on such Grantor to continue to use any of the Property in such Grantor's business to the extent that such Property is not necessary in the normal conduct of its business.

3. Each Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of such Grantor with respect to the Property and the rights and remedies of the Lender with respect to the security interest in and collateral assignment of the Property 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.

4. This Agreement shall terminate upon termination of the Loan Agreement in accordance with Section 3 thereof. At any time and from time to time prior to such termination, the Lender may terminate its security interest in or reconvey to any Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from a Grantor, the Lender shall, at the expense of such Grantor, execute and deliver to such Grantor all deeds, assignments and other instruments as such Grantor may reasonably request (but without recourse or warranty by the Lender) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, any Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and such Grantor shall comply with the terms of the Loan Agreement with respect to such new Trademark or Trademark License. Each Grantor authorizes the Lender to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. Each Grantor further agrees that: (a) the Lender shall not have any obligation or responsibility to protect or defend the Property and such Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan Agreement, (b) such Grantor shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Property being used in such Grantor's business and (c) if such Grantor fails to comply with the requirements of the preceding clause (a), the Lender may do so in such Grantor's name or in its own name, but in any case at such Grantor's expense, and such Grantor hereby agrees to reimburse the Lender for all expenses, including attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Property.

7. Any reference in this Agreement to "attorneys' fees" shall mean reasonable attorneys' fees actually incurred and not based upon a percentage of the debt owed by the Pledgors under the Loan Documents and without giving effect to any statutory presumptions.


8. Time is of the essence.

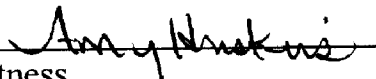
9. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN GEORGIA.

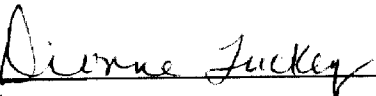
[Signatures on following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

SYNAVANT INC.

By: 
Name: Craig S. Kussman
Title: Executive Vice President
and Chief Financial Officer


Witness


Witness

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

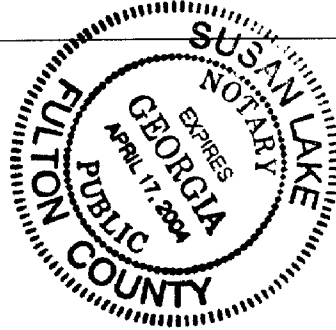
STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On the 27 day of April, 2001, before me personally came Craig S. Kussman, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Executive Vice President and Chief Financial Officer of Synavant Inc., who being by me duly sworn, did depose and say that he is the Executive Vice President and Chief Financial Officer of Synavant Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

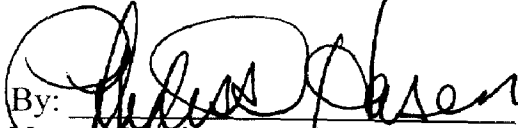
Susan Lake
Notary Public

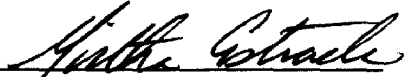
My Commission Expires:

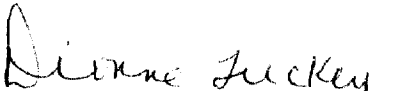
[NOTARIAL SEAL]



FOOTHILL CAPITAL CORPORATION,
as Lender

By: 
Name: Phylliss Hasen
Title: Vice President


Witness


Witness

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On the 27 day of April, 2001 before me personally came Phyliss Hasen, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Vice President of Foothill Capital Corporation, who being by me duly sworn, did depose and say that she is the Vice President of Foothill Capital Corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that she signed her name thereto by like order; and that she acknowledged said instrument to be the free act and deed of said corporation.

Susan Lake

Notary Public

My Commission Expires:



[NOTARIAL SEAL]