

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Pharmetrics, Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State DE
- Other: \_\_\_\_\_

Citizenship: \_\_\_\_\_

Execution Date(s): 9/15/04

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

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

**2. Name and address of receiving party(ies):**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Silicon Valley Bank dba Silicon Valley East

Internal Address: \_\_\_\_\_

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: US                                      Zip: 95054

- Association                              Citizenship: \_\_\_\_\_
- General Partnership                      Citizenship: \_\_\_\_\_
- Limited Partnership                      Citizenship: \_\_\_\_\_
- Corporation                              Citizenship: \_\_\_\_\_
- Other: California-Chartered Bank                      Citizenship: \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and Identification or description of the Trademark(s):**

A. Trademark Application No.(s):  
78/262,192; 78/262,206; 78/343,012; 78/343,008;  
78/343/003; 78/342,990; 78/324,206; 78/324,211;  
78/398,974

B. Trademark Registration No.(s):

Additional sheet(s) attached?  Yes  No

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

Name: Christopher E. Kondracki

Address: 2001 Jefferson Davis Highway

Suite 1007

Arlington, Virginia 22202

Phone Number: (703) 415-1555

Fax Number: (703) 415-1557

Email Address: \_\_\_\_\_

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

9

**7. Total Fee (37 CFR 2.6(b)(6) & 3.41):** \$ 240.00

- Authorized to be charged by credit card
- Authorized to be charged by Deposit Account
- Fees Enclosed

**8. Payment Information:**

Deposit Account Number: 19-3545

Authorized User Name: Christopher E. Kondracki

**9. Signature:**

Signature

9/29/04

Date

Christopher E. Kondracki  
Name of Person Signing

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

CH \$240.00 193545 78262192

**FIRST AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made as of the 15 day of September, 2004 by and between **Pharmetrics, Inc.**, a Delaware corporation, having its principal place of business at 311 Arsenal Street, Watertown, Massachusetts 02472 ("Grantor"), and **Silicon Valley Bank**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462, doing business under the name "Silicon Valley East" (the "Lender") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

**W I T N E S S E T H:**

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of February 28, 2002, and filed with the United States Patent and Trademark Office on March 7, 2002, Reel/Frame: 012630/0835 (as amended of record, hereinafter, the "IP Agreement") in favor of the Lender, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Lender in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Lender.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibit A. Exhibit A to the Security Agreement is hereby amended by adding thereto, the Intellectual Property Collateral set forth on Exhibit A, annexed hereto and incorporated herein by reference.
3. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
  - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

As required by the IP Agreement, the Grantor shall reimburse the Lender for the reasonable legal fees and expenses incurred in connection with the preparation of this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

PHARMETRICS, INC.

By: 

Name: DAVID LUBNER

Title: VP, FINANCE & ADMIN. CFO

**Exhibit A**

851292.1

## EXHIBIT A

A1- COPYRIGHTSISSUED COPYRIGHTSCOPYRIGHT  
DESCRIPTIONREGISTRATION  
NUMBERDATE OF  
ISSUANCE

None

PENDING COPYRIGHT APPLICATIONSCOPYRIGHT  
DESCRIPTIONAPPLICATION  
NUMBERDATE OF  
FILINGDATE OF  
CREATIONFIRST DATE  
OF PUBLIC  
DISTRIBUTION

None

UNREGISTERED COPYRIGHTS  
(Where no Copyright Application is Pending)COPYRIGHT DATE OF  
DESCRIP. CREATIONFIRST DATE  
OF  
DISTRIBUTIONDATE AND  
RECORDATION  
NUMBER OF IP  
AGREEMENT WITH  
OWNER OR ORIGINAL  
GRANTOR IF  
AUTHOR OR OWNER  
OF COPYRIGHT  
IS DIFFERENT  
FROM GRANTORORIGINAL AUTHOR  
OR OWNER OF  
COPYRIGHT IS  
DIFFERENT FROM  
GRANTOR

None

A2 - PATENTS

<u>PATENT DESCRIP.</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
Determining Imputed Payments for Healthcare Claims Data		USA	10/084,239	2/27/2002	Electronically published
Inferred Specialty System		USA	10/084,593	2/27/2002	Electronically published
Imputation of Membership for Rate Based Analyses in a Managed Care Population		USA	60/447,599	2/14/2003	Non-provisional application filed
Medicare Data Analysis System		USA	60/540,390	5/4/2004	Assignment Doc. recorded

A3- TRADEMARKS

<u>TRADEMARK DESCRIPT.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
Bringing your Market into Focus	USA	78/262192 78/262206		Statement of Use to be filed Statement of Use to be filed
CostProfiler	USA	76/286586		Statement of Use to be filed
Diseasedynamics	USA	76/214828		Statement of Use to be filed
Diseasemetrics	USA	76/000391		Abandoned
DxShare	USA	75/767701		Abandoned
Healthmetrics	USA	76/000371		Published
PatientShare	USA	75/814793		Statement of Use to be filed
PharMetrics	USA	76/168223		Registered trademark
PharMetrics	USA	76/168221		Registered trademark
PharMetrics	USA	76/168222		Registered trademark
Market Intelligence Solutions to Optimize Brand Performance	USA	78/343012 78/343008 78/343003		Response to Office Action due Response to Office Action due Response to Office Action due
Profiler Highlights	USA	78/342990		Response to Office Action due
Profiler Series	USA	78/324206		Response to Office Action due
Treatment Pathway Profiler	USA	78/324211		Response to Office Action due
Treatment Profiler	USA	78/398974		Awaiting examination

A4 - MASK WORKS

<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG.NO.</u>	<u>STATUS</u>
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None

A5 - LICENSES

None