

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Adherence Technologies Corp.		02/10/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vocollect, Inc.		
<b>Street Address:</b>	703 Rodi Road		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15235		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2707410	ADHERENCE TECHNOLOGIES	
<b>Registration Number:</b>	3042175	ACCUNURSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	412-562-1893		
<b>Email:</b>	cremonesevj@bipc.com		
<b>Correspondent Name:</b>	Bryan H. Opalko		
<b>Address Line 1:</b>	301 Grant Street		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	0055661-000013		
<b>NAME OF SUBMITTER:</b>	Bryan H. Opalko		
<b>Signature:</b>	/Bryan H. Opalko/		

**CH \$65.00 2707410**

Date:

02/13/2006

**Total Attachments: 11**

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**PATENT, LICENSE, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

Patent, License, Trademark and Copyright Security Agreement, dated the 10th day of February, 2006, by and between **ADHERENCE TECHNOLOGIES CORP.**, a Delaware corporation (the "Borrower"), and **VOCOLLECT, INC.**, a Pennsylvania corporation (the "Secured Party") (this "Security Agreement").

**WITNESSETH:**

WHEREAS, pursuant to a certain Loan Agreement, dated of even date herewith, by and between the Borrower and the Secured Party (as amended, modified or supplemented from time to time, the "Loan Agreement"), (i) the Secured Party has agreed to extend credit to the Borrower, and (ii) the Borrower has agreed, among other things, to grant to the Secured Party a security interest in certain of its assets, including, without limitation, its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Borrower agrees as follows:

1. Incorporation of the Loan Agreement. The Loan Agreement is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Obligations, the Borrower hereby grants and conveys to the Secured Party a Lien in all of the Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages 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, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) - (d), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest in Licenses. To secure the complete and timely satisfaction of the Obligations, the Borrower hereby grants and conveys to the Secured Party a Lien in all of the Borrower's right, title and interest in and to all of its license agreements with any other party (to the extent permitted under such license agreements) whether the Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule B attached hereto and made a part hereof, now or hereafter owned by the Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter collectively referred to as the "Licenses").

4. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of the Obligations, the Borrower hereby grants and conveys to the Secured Party a Lien in all of the Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the

trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service-mark applications (but excluding any application to register any trademark, service mark or other mark prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a Lien thereon or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) listed on Schedule C, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the entire goodwill of the Borrower's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

5. Security Interest in Copyrights. To secure the complete and timely satisfaction of the Obligations, the Borrower hereby grants and conveys to the Secured Party a Lien in all of the Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising copyrights, original works of authorship fixed in any tangible medium of expression (whether or not registered or recorded in the United States Copyright Office) and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office, including, without limitation, the original works of authorship listed on Schedule D, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) – (d) are hereinafter individually and/or collectively referred to as the "Copyrights").

6. Restrictions on Future Security Interests. The Borrower agrees that until the Obligations shall have been satisfied in full and the Loan Agreement and all other Loan Documents shall have been terminated, the Borrower will not, without the Secured Party's prior written consent, enter into any agreement relating to the Patents, Licenses, Trademarks or Copyrights and the Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to the Secured Party under this Security Agreement.

7. New Patents, Licenses, Trademarks and Copyrights. The Borrower represents and warrants that the Patents, Licenses, Trademarks and Copyrights of the Borrower listed on Schedules A, B, C and D, respectively, constitute all of the Patents, Licenses, Trademarks and Copyrights now owned by the Borrower necessary to own and operate its property and to carry on its business as presently conducted and as presently planned to be conducted without conflict with the rights of others. The Borrower hereby authorizes the Secured Party as its attorney in fact to modify this Security Agreement by amending Schedules A, B, C and/or D, as applicable, to include any future Patents, Licenses, Trademarks and Copyrights, as applicable, under Paragraphs 2, 3, 4 and 5 above or under this Paragraph 7, and to file or refile this Security Agreement with the United States Patent and Trademark Office and/or Copyright Office, as the case may be.

8. Representations and Warranties. The Borrower represents and warrants to and agrees with the Secured Party that, except as otherwise set forth in the schedules hereto:

(i) The Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D are subsisting and the Borrower has not received notice that any of them have been adjudged invalid or unenforceable, in whole or in part;

(ii) To the best of the Borrower's knowledge, each of the Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D are valid and enforceable;

(iii) The Borrower is the owner of the Patents, Licenses, Trademarks and Copyrights set forth on ~~Schedules A, B, C and D~~ and has the power and authority to make, and will continue to have authority to perform, this Security Agreement according to its terms;

(iv) This Security Agreement does not violate and is not in contravention of any other agreement to which the Borrower is a party or any judgment or decree by which the Borrower is bound and does not require any consent under any other agreement to which the Borrower is a party or by which the Borrower is bound. The Borrower hereby authorizes the Patent and Trademark Office and the Copyright Office to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks and Copyrights to the Secured Party following the occurrence of an Event of Default as the grantee of the pledge of the Borrower's entire interest;

(v) There has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Licenses, Trademarks or Copyrights or any part thereof by the Borrower and the same are free from all Liens of any kind, including, but not limited to, copyrights, shop rights and covenants not to sue third persons, except as may be otherwise set forth in the Loan Agreement; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

9. Royalties: Terms. The Borrower hereby agrees that the use by the Secured Party of all Patents, Licenses, Trademarks and Copyrights of the Borrower as described above shall be worldwide and without any liability for royalties or other related charges from the Secured Party to the Borrower. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Patents, Licenses, Trademarks and Copyrights assigned hereunder or (ii) the Obligations have been satisfied in full and the Loan Agreement and all other Loan Documents have been terminated.

10. Continuing Validity of Obligations. The agreements and obligations of the Borrower hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Loan Agreement, the Note or any other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or of the other Loan Documents or any other agreement or agreements now or hereafter entered into by the Secured Party and the Borrower pursuant to which the Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part, (ii) any extension of the time of payment of the Note or other instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to the Borrower, (iv) any amendment to or modification of the terms of the Note or other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by the Secured Party and the Borrower pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents, Licenses, Trademarks and Copyrights or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against the Borrower, (vii) any dissolution, liquidation or termination of any Borrower for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of the Borrower hereunder, would or might otherwise be released or discharged. The Borrower hereby waives notice of the acceptance of this Security Agreement by the Secured Party.

11. Duties of the Borrower. Except as may be otherwise agreed to by the Secured Party, the Borrower shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application or copyright application made by it pending as of the date hereof or thereafter until the Obligations shall have been satisfied in full and the Loan Agreement shall have terminated, (ii) make application on

unpatented but patentable inventions, on trademarks and service marks and on copyrights, as appropriate, (iii) preserve and maintain all of its rights in patent applications and patents of the Patents; trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and copyright applications and copyright registrations of the Copyrights, provided, however that Borrower may, in its reasonable business judgment, abandon any application among the Patents, Licenses, Trademarks, and Copyrights which are not material to the business operations of the Borrower or permit any registration among the Patents, Licenses, Trademarks, and Copyrights which are not material to the business operations of the Borrower to be cancelled or expired, and (iv) to take all reasonable steps necessary to ensure that the Copyrights do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened. Any expenses incurred in connection with the duties set forth in this Paragraph 11 shall be borne by the Borrower. The Borrower shall not abandon any right to file a patent application, trademark application or copyright application, or any pending patent application, trademark application, copyright application, Patent, License, Trademark, nor Copyright without the consent of the Secured Party.

12. Financing Statements; Documents. The Borrower hereby authorizes the Secured Party to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable Law in form satisfactory to the Secured Party and the Borrower will pay the costs of filing and/or recording this Security Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Secured Party. The Borrower will execute and deliver to the Secured Party from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional Security Agreements to be filed with the United States Patent and Trademark Office or Copyright Office, as the Secured Party may require for the purpose of confirming the Secured Party's security interest in the Patents, Licenses, Trademarks and Copyrights.

13. Rights of the Borrower and/or the Secured Party to Sue. The Borrower may enforce its rights in the Patents, Licenses, Trademarks and Copyrights of the Borrower with or without the Secured Party's participation. If requested by the Borrower, the Secured Party shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. The Secured Party shall have the same rights, if any, as the Borrower has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses, Trademarks and Copyrights of the Borrower, and any licenses thereunder, and, if the Secured Party shall commence any such suit, the Borrower shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement and the Borrower shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Secured Party for all costs and expenses incurred by the Secured Party in the exercise of its rights under this Paragraph 13.

14. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment in full of the Obligations and performance of all obligations of the Loan Parties under the Loan Agreement, this Security Agreement shall terminate and be of no further force and effect and at the request of the Borrower, the Secured Party shall thereupon terminate its security interest in the Patents, Licenses, Trademarks and Copyrights. Until such time, however, this Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that the Borrower may not assign this Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Security Agreement and any such attempted assignment or delegation shall be null and void. This Security Agreement is not intended and shall not be construed to obligate the Secured Party to take any action whatsoever with respect to the Patents, Licenses, Trademarks and Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of the Borrower.

15. Waivers. No course of dealing between the Loan Parties and the Secured Party nor any failure to exercise nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any

manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

17. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof or by a writing signed by the parties hereto.

18. Cumulative Remedies; Effect on Other Documents. All of the Secured Party's rights and remedies with respect to the Patents, Licenses, Trademarks and Copyrights, whether established hereby, by the Loan Agreement or any other Loan Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. The Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Loan Agreement or the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies

19. Binding Effect; Benefits. This Security Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns.

20. Governing Law. This Security Agreement has been delivered by the Borrower and accepted by the Secured Party in Pittsburgh, Pennsylvania and shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania without regard to the conflict of Law provisions thereof.

21. Jurisdiction and Venue. The Debtors consent to the exclusive jurisdiction and venue of the Federal and State Courts located in Allegheny County, Pennsylvania in any action on, relating to or mentioning this Security Agreement

22. Notices. All notices, statements, requests and demands and other communications given to or made upon the Borrower or the Secured Party in accordance with the provision of this Agreement shall be given or made as provided in Section 7.5 [Notices] to the Loan Agreement.

23. Assignment. This Security Agreement shall be binding and shall inure to the benefit of the Borrower and the Secured Party and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights and obligations hereunder or any interest herein. The Secured Party shall have the unrestricted right to assign this Security Agreement and all of its rights hereunder to PNC Bank National Association ("PNC") as Agent under a Credit Agreement dated July 13, 2005 between PNC and Secured Party.

24. Counterparts. This Security Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument. Delivery of a photocopy or telecopy of an executed counterpart of a signature page to this Security Agreement shall be effective as a delivery of a manually executed counterpart of this Security Agreement.

25. **WAIVER OF TRIAL BY JURY. THE DEBTORS AND THE AGENT MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE AGENT AND THE BANKS TO ACCEPT THIS SECURITY AGREEMENT AND MAKE THE LOANS.**


*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has executed and delivered this Security Agreement on the day and year written above.

ADHERENCE TECHNOLOGIES CORP.

By:  (SEAL)  
Alan M. Letzt, President

VOCOLLECT, INC.

By:   
Roger G. Byford, Chairman



**ACKNOWLEDGMENT**

COMMONWEALTH OF VIRGINIA     )  
  )  
COUNTY OF \_\_\_\_\_         )         SS:

On this \_\_\_\_\_ day of February, 2006, before me, the undersigned officer, a Notary Public, personally appeared Alan M. Letzt, who being duly sworn, did acknowledge himself to be the President of Adherence Technologies Corp., a Delaware corporation, and that he, as such officer, being authorized to do so executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

My Commission Expires:

[SEAL]

Schedule A

PATENTS AND PATENT APPLICATIONS

<u>Patent No.</u> <u>Application No.</u>	<u>Issue Date</u> <u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
10/997,625	11-24-2004	Alan M. Letzt Jacob P. Lefkowitz Dianne F. Kaseman	Healthcare Communications and Documentation System
	11-22-2005		Advanced Diabetes Management System
5,612,869	03-18-1997	Alan M. Letzt Lester M. Spandorfer	Electronic Healthcare Compliance Assistance System

**Schedule B**

**LICENSE AGREEMENTS**

**License Agreements between the Borrower and each of Intel HMP, Envoy and Nuance.**

Schedule C

TRADEMARKS

Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ADHERENCE TECHNOLOGIES	2,707,410	04-15-2003
ACCUNURSE	3,042,175	01-10-2006

Schedule D

**COPYRIGHTS**

All copyright rights, copyright applications, copyright registrations, and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, including without limitation, the following:

1. The copyright claimed by the Borrower in the "AccuNurse Software" (currently Versions 1.5.2, Build 4), and all internal and external documentation therefore, comprised of the source code, build instructions and documentation of all software developed by the Borrower or on its behalf by subcontractors as works made for hire and offered as part of the AccuNurse Software or used by the Borrower to develop or customize the AccuNurse Software, including all derivative works, as well as any and all improvements and enhancements to the AccuNurse Software whether or not considered a derivative work.