

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vox Medica, Inc.		12/21/2006	CORPORATION: PENNSYLVANIA
Institute for Continuing Health Education, Inc.		12/21/2006	CORPORATION: PENNSYLVANIA
Vox Medica Health-Care Marketing Communications, Inc.		12/21/2006	CORPORATION: PENNSYLVANIA
Vox Medica Health-Care Public Relations, Inc.		12/21/2006	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Sovereign Bank
Street Address:	1500 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19102
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2575434	COMED
Registration Number:	2611873	WE SPEAK MEDICINE
Registration Number:	2750134	GET TO THE POINT
Registration Number:	2336524	VOX MEDICA
Registration Number:	2876765	DHEC
Registration Number:	2905902	DHEC DIABETES HORMONE EDUCATION COALITION

CORRESPONDENCE DATA

Fax Number: (215)405-3789
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$165.00 2575434

Phone: 215-977-2087
Email: ipdept-out@wolfblock.com
Correspondent Name: Wolf Block Schorr and Solis-Cohen LLP
Address Line 1: 1650 Arch Street
Address Line 2: 22nd Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	SOV027-239029
NAME OF SUBMITTER:	Randi J. Rabinowitz
Signature:	/randijrabinowitz/
Date:	02/16/2007

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is made effective as of the 29th day of December, 2006 by and among VOX MEDICA, INC., a Pennsylvania corporation, INSTITUTE FOR CONTINUING HEALTH EDUCATION, INC., a Pennsylvania corporation, VOX MEDICA HEALTH-CARE MARKETING COMMUNICATIONS, INC., a Pennsylvania corporation, VOX MEDICA HEALTH-CARE PUBLIC RELATIONS, INC., a Pennsylvania corporation (jointly, severally and collectively "Assignors" and each an "Assignor"), and SOVEREIGN BANK ("Bank").

BACKGROUND

A. In accordance with the terms of that certain Loan and Security Agreement of even date herewith by and among Assignors and Bank (as the same may be amended, modified, supplemented, extended and/or renewed, the "Loan Agreement"), Bank agreed to extend to Assignors a revolving line of credit in the maximum principal amount of Three Million Dollars.

B. The Loan Agreement provides, *inter alia*, that Assignors will grant to Bank a security interest in all of each Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications, tradenames, goodwill, copyrights and licenses.

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, each Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interest.**

(a) **Security Interest in Patents, Copyrights and Licenses.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, each Assignor hereby collaterally assigns, mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, but subject to the Permitted Liens, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in **Section 2(b)** below, the "Collateral"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Exhibit "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 sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(ii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by such Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "B" attached hereto and made a part hereof, and (A) all 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, and (C) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(iii) license agreements with any other party, whether such Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "C" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by such Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

(b) Security Interest in Trademarks. To secure the complete and timely payment and satisfaction of all Bank Indebtedness, each Assignor hereby mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, but subject to the Permitted Liens, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on Exhibit "D", attached hereto and made a part hereof, and (A) all 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 servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. **Restrictions on Future Agreements.** Each Assignor agrees that until all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, no Assignor will, without Bank's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which violates this Security Agreement or the Loan Agreement, and each Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees (to the extent subject to its control), or fail to take any action, which would affect the validity or enforcement of the rights of Bank under this Security Agreement (subject in all cases to the Permitted Liens).

4. **New Patents, Trademarks, and Licenses.** Each Assignor represents and warrants that the Patents, Copyrights, Licenses and Trademarks listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, registered copyrights, licenses, registered trademarks and applications now owned by such Assignor. If, before all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, any Assignor shall (a) obtain rights to any new patentable inventions, trademarks, servicemarks, trademark registrations, tradenames, copyrights or licenses, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and such Assignor shall give to Bank prompt written notice thereof. Each Assignor hereby authorizes Bank to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, trademark applications, tradenames, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under **Section 2** above or under this **Paragraph 4**. Each Assignor hereby agrees to provide to Bank such assignment or other documentation as Bank may request to record Bank 's lien on such future Patents, Copyrights, Licenses or Trademarks.

5. **Royalties; Term.** Each Assignor hereby agrees that the use by Bank of all Patents, Copyrights, Licenses and Trademarks as described herein shall be worldwide and without any liability for royalties or other related charges from Bank to such Assignor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on which all Bank Indebtedness has been paid in full and the Loan Agreement is terminated.

6. **Bank 's Right to Inspect.** Bank shall have the right, at any time and from time to time, to inspect each Assignor's premises and to examine each Assignor's books, records and operations in accordance with the Loan Agreement. Each Assignor agrees (a) not to sell or assign its interest in, or grant any license under, the Patents, Copyrights, Licenses or Trademarks, without the prior written consent of Bank; and (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Bank Indebtedness and termination of the Loan Agreement, Bank shall execute and deliver to Assignors a termination of Bank's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignors full title to the Patents, Copyrights, Licenses and Trademarks, subject to any disposition thereof which may have been made by Bank to the extent permitted hereunder.

8. **Duties of Assignors.** Each Assignor shall have the duty to use commercially reasonable efforts (a) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Bank Indebtedness shall have been paid in full and the Loan Agreement is terminated, (b) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights, except to the extent such rights, in the good faith judgment of such Assignor, are no longer useful in the business of such Assignor. Any expenses incurred in connection with such applications shall be borne by Assignors. No Assignor will abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright, except to the extent such rights, in the good faith judgment of such Assignor, are no longer useful in the business of such Assignor.

9. **Event of Default.** Upon the occurrence of an Event of Default, Bank may, without further notice to or consent of Assignors, and in addition to all other rights and remedies available to Bank, immediately record all assignments previously executed and delivered to Bank by any Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Bank by Assignors of all rights, title and interest of each Assignor, in and to the Collateral. Each Assignor hereby authorizes and agrees that Bank may, through the power of attorney granted in **Section 14** hereof, upon the occurrence of an Event of Default irrevocably execute and deliver in such Assignor's name any and all such assignments and agreements and to take any and all other actions in such Assignor's name as Bank shall deem reasonable or appropriate to transfer and convey all right, title and interest of such Assignor in and to the Collateral to Bank or any other person or entity selected by Bank.

10. **Bank's Right to Sue.** Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Bank shall commence any such suit, Assignors shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between any Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, 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.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be 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.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Bank's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, each Assignor hereby authorizes Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as such Assignor's true and lawful attorney-in-fact, with power to (a) endorse such Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to protect, evidence or perfect its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) endorse such Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (c) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Bank reasonably deems in the best interest of the Bank, (d) grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Bank, and/or (e) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Bank. Bank may also act under such power of attorney to take the actions referenced in **Section 4.** Upon the occurrence of an Event of Default, Bank hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Bank Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Each Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon each Assignor and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns.

16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

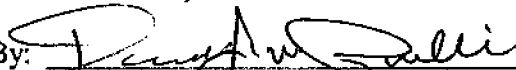
17. **Joint and Several Liability.** If there is more than one Assignor executing this Security Agreement, all agreements, conditions, covenants and provisions of this Security Agreement shall be the joint and several obligation of each Assignor.

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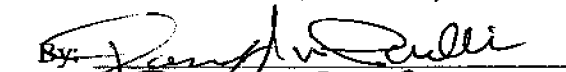
IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ASSIGNORS

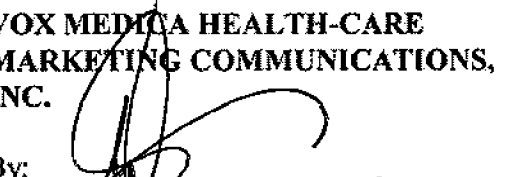
VOX MEDICA, INC.

By: 
Name: Donald W. Hillis
Title: CEO

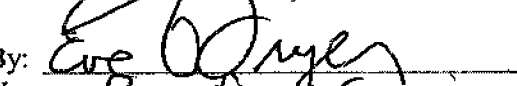
INSTITUTE FOR CONTINUING
HEALTHCARE EDUCATION, INC.

By: 
Name: Donald S. W. Busler
Title: PRESIDENT

VOX MEDICA HEALTH-CARE
MARKETING COMMUNICATIONS,
INC.

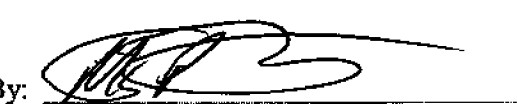
By: 
Name: E. Michael D. Scott
Title: President

VOX MEDICA HEALTH-CARE
PUBLIC RELATIONS, INC.

By: 
Name: Eve Dryer
Title: President

BANK

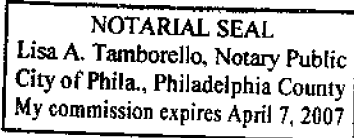
SOVEREIGN BANK


By: 
Name: Matthew P. Stewart
Title: Vice President

(Signature Page to Intellectual Property Security Agreement)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF :

On this 21st day of December, 2006 before me, a Notary Public, personally appeared Don J.M. Phillips, who acknowledged himself/herself to be the duly acting ^{CEO} President of VOX MEDICA, INC. and that he/she as such President, being duly authorized to do so, executed the foregoing document for the purposes therein contained by signing his/her name as such on behalf of the corporation.

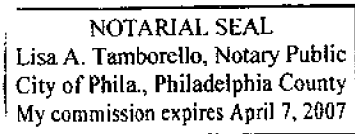





Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF :

On this 21st day of December, 2006, before me, a Notary Public, personally appeared Donald J.M. Phillips, who acknowledged himself/herself to be the duly acting President of INSTITUTE FOR CONTINUING HEALTHCARE EDUCATION, INC. and that he/she as such President, being duly authorized to do so, executed the foregoing document for the purposes therein contained by signing his/her name as such on behalf of the corporation.



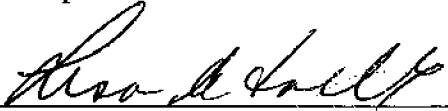


Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF :

On this 21st day of December, 2006 before me, a Notary Public, personally appeared E. Michael D. Scott, who acknowledged himself/herself to be the duly acting President of **VOX MEDICA HEALTH-CARE MARKETING COMMUNICATIONS, INC.** and that he/she as such President, being duly authorized to do so, executed the foregoing document for the purposes therein contained by signing his/her name as such on behalf of the corporation.

NOTARIAL SEAL
Lisa A. Tamborello, Notary Public
City of Phila., Philadelphia County
My commission expires April 7, 2007

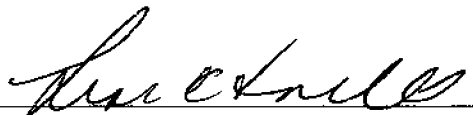


Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF :

On this 21st day of December, 2006 before me, a Notary Public, personally appeared Eve Dryer, who acknowledged himself/herself to be the duly acting President of **VOX MEDICA HEALTH-CARE PUBLIC RELATIONS, INC.** and that he/she as such President, being duly authorized to do so, executed the foregoing document for the purposes therein contained by signing his/her name as such on behalf of the corporation.

NOTARIAL SEAL
Lisa A. Tamborello, Notary Public
City of Phila., Philadelphia County
My commission expires April 7, 2007



Notary Public
My Commission Expires:

EXHIBIT "A"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

None.

EXHIBIT "B"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

None.

EXHIBIT "C"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

None.

EXHIBIT "D"
TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

<u>Mark</u>	<u>Registration No./Application No.</u>	<u>Reg./Application Date</u>	<u>Owner</u>
COMED	2,575,434	June 4, 2002	Institute for Continuing Health Education, Inc.
WE SPEAK MEDICINE	2,611,873	August 27, 2002	Vox Medica, Inc.
GET TO THE POINT	2,750,134	August 12, 2003	Vox Medica, Inc.
VOX MEDICA	2,336,524	March 28, 2000	Vox Medica, Inc.
DHEC	2,876,765	August 24, 2004	Vox Medica, Inc.
DHEC DIABETES HORMONE EDUCATION COALITION	2,905,902	November 30, 2004	Vox Medica, Inc.