

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement and Collateral Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OPUS-ISM LLC		06/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPITALSOURCE FINANCE LLC		
<b>Street Address:</b>	4445 Willard Avenue, 12th Floor		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2384422	INTERX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)856-8201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-856-8145		
<b>Email:</b>	ip@brownrudnick.com		
<b>Correspondent Name:</b>	Mark S. Leonardo		
<b>Address Line 1:</b>	One Financial Center		
<b>Address Line 2:</b>	Brown Rudnick Berlack Israels LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>ATTORNEY DOCKET NUMBER:</b>	23324/67		
<b>NAME OF SUBMITTER:</b>	Mark S. Leonardo		
<b>Signature:</b>	/s/Mark S. Leonardo/		

CH \$40.00 2384422

Date:

06/15/2007

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**

**TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**, dated as of June 12, 2007 (this "Trademark Security Agreement"), made by and between **OPUS-ISM LLC**, a Delaware limited liability company, as a Borrower and a Credit Party (the "Grantor"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative agent (the "Agent") for itself and certain other Lenders (as defined below).

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

**WHEREAS**, pursuant to the Credit Agreement dated as of June 12, 2007 by and among the Grantor, the other Credit Parties from time to time party thereto, the Agent and the Lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Security Agreement entered into pursuant thereto (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor has granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Grantor in, to and under all of the Grantor's Trademarks and other Trademark Collateral (defined below), whether presently existing or hereafter arising or acquired as collateral security for the Obligations from time to time owing by the Credit Parties under the Credit Agreement; and

**WHEREAS**, the Grantor is the owner of the entire right, title and interest in, to and under Grantor's respective Trademarks listed on Schedule 1 hereto; and

**NOW, THEREFORE**, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

**1. Defined Terms.**

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

(b) **Other Definitional Provisions.**

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, and section and paragraph references are to this Trademark Security Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

**2. Grant of Security Interest.** To secure the prompt and complete payment when due and satisfaction of the Obligations, Grantor hereby grants to Agent for the benefit of itself and the Lenders a security interest in all of Grantor's now existing or hereafter acquired or existing right, title and interest in and to all trade secrets, know-how and other proprietary information, trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos, slogans, internet domain names, indicia and other source and/or business identifiers, prints and labels on which any of the foregoing have appeared or any time in the future appear (and all translations, adaptations, derivations and combinations of the foregoing), all applications,

registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all proprietary rights in and to and research and development relating to the foregoing; all reissues, extensions or renewals of any of the foregoing; the entire goodwill of Grantor's business connected with and symbolized by the foregoing or the use thereof; all designs and general intangibles of a like nature and all proprietary rights in and to the foregoing, including, without limitation, each registration and application identified on Schedule 1 attached hereto and made a part hereof (collectively, the "Trademarks"); the right to sue for past, present and future infringements and all rights corresponding thereto and the entire goodwill of Grantor's business connected with and symbolized by the Trademarks and all products and proceeds of any and all of the foregoing, including without limitation, all income, license fees, fees, royalties and other payments at any time due or payable with respect to any of the foregoing (collectively and together with the Trademarks, the "Trademark Collateral").

3. **Security Agreement.** This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the security interest of the Agent and Lenders in the Trademarks and other Trademark Collateral with the United States Patent and Trademark Office. The security interest and collateral assignment granted hereby has been granted as a supplement and ancillary to, and not in limitation of, the security interest granted to the Agent and Lenders under the Security Agreement. The Security Agreement (and all respective rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. **Collateral Assignment of Trademarks and Goodwill.** In addition to all other rights granted to the Agent and Lenders under the Credit Agreement, the Security Agreement and this Trademark Security Agreement, upon the occurrence and during the continuation of an Event of Default under the Credit Agreement, effective upon written notice by Agent to the Grantor referencing this Section 4 and the applicable Trademark Collateral (whether it be some or all of the Trademark Collateral), Grantor shall be deemed to have sold, assigned, transferred and set over to the Agent for the benefit of itself and the other Lenders, Grantor's entire right, title and interest in and to all of such Trademark Collateral including, without limitation, the applicable goodwill of Grantor's business connected with and symbolized by its Trademarks.

5. **Representations and Warranties.** Grantor represents and warrants that (except as otherwise disclosed in the Credit Agreement and/or the Security Agreement):

- (a) each of the Trademarks identified on Schedule 1 hereto, has not been adjudicated unenforceable and, to the knowledge of Grantor, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, in each case except as could not reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect;
- (b) Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, each of the Trademarks identified on Schedule 1 hereto and the other Trademark Collateral;
- (c) Grantor has good and marketable title to, free and clear of all liens, charges and encumbrances, all of its respective Trademarks identified on Schedule 1 hereto and the other Trademark Collateral; and
- (d) Grantor has the legal right and authority to enter into this Trademark Security Agreement and perform its terms.

6. **Termination; Release of Trademark Collateral.** This Trademark Security Agreement and all obligations of the Grantor and the Agent hereunder shall terminate on the date upon which the Obligations have been indefeasibly paid and satisfied in full in cash and all commitments and other obligations of the Agent and Lenders to the Borrower have terminated without delivery of any instrument or performance of any act by any party. Upon termination of this Trademark Security Agreement, the Agent shall, on behalf of itself and each Lender, at the expense of the Grantor, take such actions as reasonably may be necessary to release its and the Lenders' security interest in and the collateral assignment of the Trademarks and the other Trademark Collateral including, without limitation, executing such documents as may be reasonably necessary to evidence such release and record such release with the United States Patent and Trademark Office, in each case, at the Grantor's sole cost and expense.

7. **Acknowledgement.** Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest and collateral assignment in the Trademarks and other Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between the terms of this Trademark Security Agreement and the terms of the Credit Agreement and Security Agreement, the terms of the Credit Agreement and Security Agreement shall govern.

8. **Binding Effect; Benefits.** This Trademark Security Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Agent and Lenders and their successors and assigns.


9. **GOVERNING LAW.** THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

**IN WITNESS WHEREOF**, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.


**GRANTOR:**

**OPUS-ISM LLC**

By:   
Name: Tad W. Piper  
Title: Co-President  
c/o Robertson Piper Software Group, L.P.  
110 Hanna Way, Menlo Park, CA 94025  
Attention: Tad W. Piper  
Telephone: (650) 625-8333  
FAX: (515) 583-6021  
E-MAIL: [twpiper@rnhcrtsampiper.com](mailto:twpiper@rnhcrtsampiper.com)

**AGENT:**

**CAPITALSOURCE FINANCE LLC**

By:   
Name: Peggy Balsawer  
Title: ~~Associate General Counsel~~  
Corporate Finance

4445 Willard Avenue, 12th Floor  
Chevy Chase, Maryland 20815  
Attention: Corporate Finance, Portfolio  
Manager  
Telephone: (301) 841-2700  
FAX: (301) 841-2366  
E-MAIL: [jgray@capitalsource.com](mailto:jgray@capitalsource.com)

**Schedule 1**

**Trademarks and Trademark Applications**

**OPUS-ISM LLC**

<b><u>Mark</u></b>	<b><u>Serial No.</u></b>	<b><u>Registration No.</u></b>	<b><u>Filed</u></b>	<b><u>Issued</u></b>
InteRx	TBD	2384422	July 1, 1996	September 12, 2000
RxLibrarian™ (unregistered)	N/A	N/A	N/A	N/A
SignatureRx™ (unregistered)	N/A	N/A	N/A	N/A
SignatureRx Delivers™ (unregistered)	N/A	N/A	N/A	N/A
RxVue™ (unregistered)	N/A	N/A	N/A	N/A
EZRx, EZ-Rx, EZ-Series™, EZ-MD, EZ-MD (unregistered)	N/A	N/A	N/A	N/A

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CapitalSource/OPUS-ISM/Trademark Security Agreement

**RECORDED: 06/15/2007**

**TRADEMARK  
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