

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
Digital Healthcare Limited		08/14/2007	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ETV Capital S.A.		
Street Address:	6 rue Philippe II		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-2340		
Entity Type:	COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76601981	IP	
CORRESPONDENCE DATA			
Fax Number:	(919)829-9696		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9198299600		
Email:	hcoldiron@hutchlaw.com		
Correspondent Name:	Holly A. Coldiron		
Address Line 1:	5410 Trinity Road		
Address Line 2:	Suite 400		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
ATTORNEY DOCKET NUMBER:	DHC.21000		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

CH \$40.00 76601981

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Holly A. Coldiron

Signature:

/hac/

Date:

09/04/2007

Total Attachments: 4

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DATED

2007

(1) DIGITAL HEALTHCARE LIMITED

(2) ETV CAPITAL S.A.

DEBENTURE

TAYLOR WESSING
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0DX

+44 (0)20 7300 7000
+44 (0)20 7300 7100
DX 41 London

Ref: AKG/DZG

- (viii) paragraphs are references to paragraphs of the schedule in which the references appear;
- (ix) statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re enacted from time to time, and to any orders, regulations instruments or other subordinate legislation made under the relevant statute; and
- (x) a time of day is a reference to London time.

1.3 *Loan Agreement defined terms*

Unless otherwise defined in this Debenture, terms defined in the Loan Agreement bear the same meaning in this Debenture.

1.4 *Conflict with Loan Agreement*

If there is any conflict between the provisions of this Debenture and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall prevail.

2. Covenant to pay

The Borrower shall on demand pay to the Lender or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.

3. Interest

The Borrower shall pay to the Lender interest on the Secured Liabilities (after as well as before any demand made or judgment obtained or the liquidation or administration of the Borrower) at the rate and upon the terms set out in the Loan Agreement.

4. Security

By way of continuing security in favour of the Lender for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee hereby charges to the Lender or assigns to the Lender (as the case may be) the property set out below in the manner set out below:

(a) *Property*

By way of first fixed charge the Property and all Rights relating to such Property.

(b) *Intellectual Property*

(i) By way of first fixed charge, all the Intellectual Property owned by the Borrower and set out in schedule 1.

(ii) By way of first fixed charge, all other Intellectual Property owed by the Borrower as at the date of this deed and any Intellectual Property acquired by the Borrower after the date of this deed.

(c) *Shares*

By way of first fixed charge, the Shares and Derivative Assets.

(d) *Goodwill*

By way of first fixed charge, all the goodwill and uncalled capital for the time being of the Borrower.

(e) *Floating charge*

By way of first floating charge, all the undertaking and assets of the Borrower whatsoever, (including but without limitation the Contracts, the Book Debts, the Plant and Machinery and the Shares and Derivative Assets) wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Borrower referred to above which are, for any reason, not validly charged or assigned pursuant to clauses 4(a) (Property) to 4(d) (Goodwill) (inclusive) of this Debenture) (the "**Floating Charge Property**").

The floating charge created by this Debenture is a qualifying debenture for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act.

5. Conversion of floating charge

5.1 *Conversion by notice*

The Lender may by notice to the Borrower convert the floating charge contained in this Debenture into a fixed charge as regards such Charged Property as the Lender may specify (whether generally or specifically) in that notice (i) if it reasonably considers that it would be necessary to do so in order to protect, preserve or supplement the charges over the Charged Property or the priority of those charges; or (ii) on, or at any time following, the occurrence of an Event of Default (where the Event of Default is continuing at the relevant time), or both.

5.2 *Automatic conversion*

If, without the prior written consent of the Lender, the Borrower creates any Security Interest other than a Permitted Security Interest over any of the Charged Property not expressed to be subject to a fixed charge under this Debenture, or attempts to do so, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of such Charged Property, or if any steps are taken for the appointment of, or notice is given of intention to appoint, an administrator in relation to the Borrower, the floating charge created by this Debenture over the Charged Property the subject of such Security Interest or process will automatically, without notice, be converted into a fixed charge as soon as such event occurs.

PROVIDED THAT the floating charge contained in this Debenture may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium by an eligible company (as defined by Schedule A1 of the Insolvency Act), under the Insolvency Act.

SCHEDULE 1

Intellectual Property

Trade Marks

Jurisdiction	Trade mark	Number	Status
UK	Oculab	2340271	Registered
UK	Optomize	2340275	Registered
UK	Optolite	2340277	Registered
UK	OptiTot	2340279	Registered
UK	iP	2340923	Registered
USA	iP	3275744	Registered
USA	Retasure	N/A	Not yet Applied for
CTM	Retasure	N/A	Not yet Applied for

Proprietary Software

iP Optimize GA v1.8.204.3749
iP Optomize GA v1.11.0416.3347
iP Oculab GA v1.16.726.7464