

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Operating Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Opt Acquisition LLC		04/19/2002	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	InfoLogix, Inc.		
Street Address:	101 East County Line Road		
City:	Hatboro		
State/Country:	PENNSYLVANIA		
Postal Code:	19040		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2483149	OPTASIA	
CORRESPONDENCE DATA			
Fax Number:	(215)636-0366		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	csnyder@gibbonslaw.com		
Correspondent Name:	Gibbons P.C.		
Address Line 1:	1700 Two Logan Square		
Address Line 2:	18th & Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2769		
ATTORNEY DOCKET NUMBER:	107451-60601		
NAME OF SUBMITTER:	Gibbons P.C. by Abhik A. Huq		
Signature:	/aah/		
Date:	11/19/2007		

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Total Attachments: 13

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OPERATING AGREEMENT

OF

OPT ACQUISITION LLC

THIS AGREEMENT, dated as of the 19th day of April, 2002 (the "Effective Date"), is made by Infologix, Inc., a Delaware Corporation ("Infologix" or the "Initial Member"), and those persons who become members of the Company.

1. Name, Business and Offices.

(a) Formation. The Initial Members have formed a Pennsylvania limited liability company under the name Opt Acquisition LLC (the "Company"). The Company was created on the Effective Date by executing and delivering a Certificate of Organization (the "Certificate of Organization") to the Office of Secretary of the Commonwealth of Pennsylvania in accordance with and pursuant to the provisions of the Pennsylvania Limited Liability Company Law of 1994, 15 Pa. Cons. Stat. § 8901 *et seq.*, as amended (the "Act").

(b) Business. The business of the Company shall be any lawful business, purpose or activity.

(c) Registered Agent and Office. The Company's initial registered agent and office shall be 3599 Marshall Lane, Suite E, Bensalem, PA 19020.

(d) Changes in Offices. The Company may locate its places of business and registered office at any other place or places as the Members may deem advisable from time to time.

2. Term. The term of the Company shall be perpetual, unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

3. Interests. As used in this Agreement, the term "Membership Interest" shall mean a Member's entire interest in the Company, including, without limitation, the Member's share of the Company's net profits, net losses and distributions and the right to participate in any decision or action of or by the Members granted pursuant to this Agreement.

The Membership Interests as of the Effective Date are as follows:

Member	Membership Interest
Infologix	100%

4. Admission of Members.

(a) Initial Member. For purposes of this Agreement, the term "Member" shall mean the Initial Member and each party who may hereafter become a Member

of the Company in accordance with the provisions of this Agreement. In connection with the formation of the Company, the Initial Member shall be admitted as a member of the Company upon execution of this Agreement by the Initial Member.

(b) Additional Members. After the formation of the Company, the Company shall be permitted to issue additional Membership Interests in the Company and admit additional Members of the Company in connection therewith, only upon the written consent of all Members and the additional Member's execution of a counterpart signature page of this Agreement.

(c) Substitute Members. After the formation of the Company, a person or entity acquiring an existing Member's Membership Interest in the Company or any part thereof shall be admitted as a Member of the Company and shall become bound by the terms of this Agreement only upon compliance with the terms and conditions set forth in Section 12 below and the substitute Member's execution of a counterpart signature page of this Agreement.

5. Capital and Capital Accounts.

(a) Initial Contributions. The Initial Member shall contribute either capital or services to the Company, as its initial capital contributions, the amount of cash, property or services set forth opposite its name as follows.

<u>Member</u>	<u>Initial Contribution</u>
Infologix	\$10.00

(b) Additional Contributions. Except as set forth in Section 5(a) above, no Member shall be required to make any contribution to the capital of the Company. To the extent unanimously approved by the Members, from time to time, the Members may be permitted to make additional contributions to the capital of the Company, if and to the extent they so desire. In that event, the Members shall have the opportunity, but not the obligation, to participate in such additional capital contributions on a pro rata basis in accordance with their respective Membership Interests.

(c) Capital Accounts. (i) The Company shall maintain a separate capital account (collectively, the "Capital Accounts") for each Member. The Capital Account of each Member shall be equal to said Member's capital contributions (with respect to any contributions of services or property other than cash, the Member's respective Capital Account shall be credited with the net fair market value thereof determined as of the date of the contribution), increased by the profits of the Company and income of the Company described in Section 705(a)(1)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), as in effect from time to time, which are allocated to said Member pursuant to Section 5(e) below and decreased by the amount of distributions (with respect to any distributions of property other than money, the respective Capital Account shall be decreased by the net fair market value thereof determined as of the date of the distribution) and by the losses of the Company and expenditures of the Company described in Section 705(a)(2)(B) of the Code which are allocated to said Member pursuant to Section 5(e) below. Capital Accounts shall otherwise be

determined and maintained in accordance with Treasury Regulations promulgated under Section 704 of the Code. No interest shall accrue or be paid on the Capital Account balances of the Members or any amounts contributed to the capital of the Company.

(ii) Any Member, including a substitute or additional Member or an assignee of a Member, who shall receive a Membership Interest in the Company or whose Membership Interest in the Company shall be increased by reason of the receipt of all or part of the Membership Interest of another Member, shall have a Capital Account which has been appropriately adjusted to reflect such receipt.

(iii) No Member is entitled to the return of its capital contributions except upon the unanimous written consent of the Members or upon the dissolution of the Company (in the latter case, in proportion to its Membership Interest and only to the extent that Company assets are so available).

(d) **Priorities Among Members.** No Member shall have priority over any other Member either for the return of capital contributions or for distributions or allocations of profits or losses; provided that this Section 5(d) shall not apply to loans (as distinguished from capital contributions) which a Member has made to the Company.

(e) **Profits and Losses; Allocation of Tax Items.**

(i) Profits and losses of the Company, including all items of Company income, gain, loss, deduction and credits (collectively the "Tax Items"), shall be allocated among the Members in accordance with each Member's Membership Interest as set forth in Section 3 above.

(ii) The Company's Tax Items shall be determined for each fiscal year of the Company by the accountant then servicing the Company in accordance with the accounting methods followed by the Company for federal income tax purposes and include income and gain which is exempt from tax and expenditures described in Section 705(a)(2)(B) of the Code.

(iii) If the respective Membership Interests of the Members change during any fiscal year, then the allocation of the Tax Items for such fiscal year shall take the Members' varying Membership Interests into account.

(iv) If any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), which create or increase a deficit Capital Account balance of the Member, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income and gain for such year) shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit Capital Account balance as quickly as possible. It is the intent that this Section 5(e)(iv) be interpreted to comply with the alternate test for economic effect set forth in Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

(v) The provisions of this Agreement relating to the allocation of Tax Items are intended to comply with Section 704 of the Code and the Treasury Regulations promulgated thereunder and shall be interpreted and applied in a manner consistent therewith.

6. Distributions.

(a) Distribution of Net Cash Flow. Except as otherwise provided in this Agreement, the Company's Net Cash Flow (hereinafter defined) shall be distributed from time to time (but not less frequently than annually), as the Members shall determine, to the Members in accordance with their Membership Interests as set forth in Section 3 above. The foregoing distributions may be made without regard to the balances in the Capital Accounts or the Membership Interests of the Members at the time of distribution. For purposes of this Agreement, "Net Cash Flow" for any period shall mean the Company's cash receipts (other than with respect to a liquidating event or amounts subject to Section 6(b)) less its cash disbursements and reasonable reserves for contingencies and known and anticipated obligations.

(b) Other Distributions. Other distributions of Company assets shall be made at such time and in such amounts as determined in the discretion of the Members.

(c) Limitations on Distributions. The Company shall not make a distribution to a Member to the extent that at the time of the distribution, after giving effect to the distribution, the total liabilities of the Company, other than liabilities to Members on account of their capital contributions and liabilities for which the recourse of creditors is limited to specific property of the Company, exceed the fair market value of the Company's assets. Property that is subject to a liability for which the recourse of creditors is limited shall be included in the assets of the Company only to the extent that the fair value of that property exceeds that liability.

7. Power and Authority.

(a) Board of Managers. The management of the Company shall be vested in a Board of Managers (the "Board of Managers" or the "Managers") elected by the Members. The total number of members of the Board of Managers shall be at least one (1) unless otherwise fixed at a different number by an amendment hereto or a resolution signed by the Members holding a majority of the Membership Interests. The Members unanimously set the initial number of members of the Board of Managers at five (5) and hereby elect Cosmo T. DeNicola, Albert Ciardi, Jr., David Gulian, Richard Hodge and Craig Wilensky as the initial members of the Board of Managers of the Company until their respective successors are elected and qualified or until such Managers' death, resignation, or removal, if sooner. Managers shall be elected by the affirmative vote of Members holding at least a majority of the Membership Interests. Managers need not be residents of the Commonwealth of Pennsylvania. Each Manager shall have one (1) vote. Except as otherwise provided in this Agreement, the Board of Managers shall act by the affirmative vote of a majority of the total number of Managers. Each Manager shall perform his duties as such in good faith, in a manner he reasonably believes to be in the best interests of the Company, and with such care as ordinarily prudent person in a like position would use under similar circumstances. A person who so performs his duties shall not have any liability by reason of serving or having served as a Manager. A Manager

shall not be liable under a judgment, decree or order of court, or in any other manner, for a debt, obligation or liability of the Company.

(i) The Board of Managers shall establish meeting times, dates and places and requisite notice requirements and adopt rules or procedures consistent with the terms of this Agreement. Any action required to be taken at a meeting of the Board of Managers, or any action that may be taken at a meeting of the Board of Managers, may be taken at a meeting held by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting. Notwithstanding anything to the contrary in this Section 7(a), the Board of Managers may take without a meeting any action that may be taken by the Board of Managers under this Agreement if such action is approved by the unanimous written consent of the Managers.

(ii) Except as otherwise provided in this Agreement, all powers to control and manage the business and affairs of the Company shall be exclusively vested in the Board of Managers, and the Board of Managers may exercise all powers of the Company and do all such lawful acts as are not by the Act, the Certificate of Organization or this Agreement directed or required to be exercised or done by the Members and in so doing shall have the right and authority to take all actions which the Board of Managers deems necessary, useful or appropriate for the management and conduct of the business of the Company; provided, however, that the Members may amend this Agreement at any time pursuant to Section 18(b) and thereby broaden or limit the Board of Managers' power and authority.

(iii) Without limiting Section 7(a)(ii), the Board of Managers shall have the authority to borrow money, to meet the obligations of the Company, to issue evidences of the Company's obligation to repay such borrowings, to confess judgment against the Company, and to grant security interests in the Company's assets to secure such repayment; and to do all other things necessary, desirable or conducive to the accomplishment of the aforesaid purposes of the Company or otherwise contemplated by this Agreement.

(iv) Notwithstanding anything to the contrary in this Agreement, a Manager shall not be entitled to participate in the decision of the Board of Managers to terminate the employment of such Manager with the Company.

(b) **Officers; Authority.** The following individuals shall serve as the officers of the Company ("Officers"), in the following capacities, until new officers are elected by the Managers.

<u>Name</u>	<u>Office</u>
Cosmo T. DeNicola	President
Albert Ciardi, Jr.	Secretary
Cosmo T. DeNicola	Treasurer

David Gulian	Executive Vice President
Richard Hodge	Executive Vice President
Craig Wilensky	Executive Vice President

The Officers shall have such duties and authority as are assigned to them in this Agreement, or by the Managers. The Managers may elect other Officers, and assign to them such duties and authorities as the Managers determine to be appropriate, pursuant to this Section 7.

(c) **Indemnification of the Managers & Officers.** Unless otherwise provided in this Section 7, the Company shall indemnify, save harmless, and pay all judgments and claims against any Manager or Officer relating to any liability or damage incurred by reason of any act performed or omitted to be performed by any Manager or Officer in connection with the business of the Company, including reasonable attorneys' fees incurred by the Manager or Officer in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred. Unless otherwise provided in this Section 7(c), in the event of any action by one or more Members against any Manager or Officer, including a derivative suit, the Company shall indemnify, save harmless, and pay all expenses of such Manager or Officer, including reasonable attorneys' fees incurred in the defense of such action. Notwithstanding the provisions of this Section 7(c), this Section 7(c) shall be enforced only to the maximum extent permitted by law, and no Manager or Officer shall be indemnified from any liability for the fraud, intentional misconduct, gross negligence or a knowing violation of the law which was material to the cause of action.

8. **Limited Liability; Indemnification.**

(a) **Limited Liability.** Each Member's liability shall be limited as set forth in this Agreement, the Act and other applicable law. A Member shall not be personally liable for any debts or losses of the Company beyond the Member's respective capital contributions, except as otherwise required by law.

(b) **Indemnification.** To the full extent permitted by the laws of the Commonwealth of Pennsylvania, as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify any person who is or was a Member, employee or other agent of the Company or the legal representative of any such Member, employee or agent (an "Indemnitee"), from and against any and all claims, demands and expenses (including, without limitation, attorneys' fees, judgments, fines, penalties, excise taxes and amounts paid in settlement) incurred by the Indemnitee by reason of the fact that such person was a Member or, while serving as a Member, is or was at the request of the Company also serving as a manager, director, employee, officer or agent of another entity (including, without limitation, any employee benefit plan). The right of indemnification created by this Section 8(b) shall be a contract right enforceable by an Indemnitee against the Company and it shall be exclusive of any other rights to which an Indemnitee may otherwise be entitled. The provisions of this Section 8(b) shall inure to the benefit of the heirs and legal representatives of an Indemnitee. No amendment, alteration, change or repeal of or to this Agreement shall deprive any Indemnitee of any rights under this Section 8(b) with respect to any act or omission of such Indemnitee occurring prior to such amendment, alteration, change, addition or repeal.

9. Rights of Members: Meetings.

(a) Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by any Member or Members which hold at least twenty-five percent (25%) of the Membership Interests of the Company then outstanding.

(b) Place of Meetings. The Members may designate any place, either within or outside the Commonwealth of Pennsylvania, as the place of meeting for any meeting of the members. If no designation is made, the place of meeting shall be the principal executive office of the Company in the Commonwealth of Pennsylvania. Where appropriate communication facilities are reasonably available, any or all Members shall have the right to participate in all or any part of a meeting by means of conference telephone or any means of communication by which all persons participating in the meeting are able to hear each other.

(c) Notice of Meetings. Written notice stating the place, day and hour of each meeting of the Members and the purpose or purposes for which the meeting is called shall be delivered no fewer than ten (10) nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the person calling the meeting, to each Member entitled to vote at the meeting. If mailed, the notice shall be deemed to be delivered three (3) calendar days after being deposited in the United States mail, addressed to the Member at the Member's address as it appears on the books of the Company, with postage thereon prepaid.

(d) Record Date. For the purpose of determining the Members who are entitled to notice of or to vote at any meeting of Members or any adjournment of the meeting or the Members who are entitled to receive payment of any distribution or to make a determination of the Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring the distribution is adopted, as the case may be, shall be the record date for the determination of Members. When a determination of the Members who are entitled to vote at any meeting of Members has been made as provided in this Section 9(d), the determination shall apply to any adjournment of the meeting.

(e) Quorum. The Members owning more than fifty percent (50%) of the Membership Interests then outstanding (referred to herein as a "Majority Interest"), represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any meeting of Members, a majority of the Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At an adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, but in the event a number of Membership Interests withdraw during the meeting such that a Majority Interest is no longer present, the Members at such meeting may not continue to transact business.

(f) Manner of Acting. If a quorum is present, the affirmative vote of Members owning a Majority Interest shall be the act of the Members, unless the vote of a greater proportion or number is otherwise required by the Act, the Certificate of Organization or this Agreement.

(g) Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. The proxy shall be filed with the Company before or at the time of the meeting. No proxy shall be valid after 12 months from the date of its execution, unless otherwise provided in the proxy.

(h) Action of Members Without a Meeting. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote thereon and delivered to the Company for inclusion in the Company's records. Any action taken under this section shall be effective when all Members entitled to vote on the matter being acted upon have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs the written consent.

(i) Waiver of Notice. When any notice is required to be given to any Member, a waiver of the notice in writing signed by the person entitled to the notice, whether before, at or after the time stated therein, shall be equivalent to the giving of the notice. The attendance of any Member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by such Member.

10. Bank Account. All funds of the Company shall be deposited in its name in such bank account(s) or other accounts as shall be designated by the Treasurer or the Managers. All withdrawals therefrom shall be made upon checks or other authorizations signed by the Treasurer or one or more Managers or other persons designated from time to time by the Managers.

11. Books. The books of the Company shall be maintained at the office of the Company or such other place as the Managers may from time to time designate and each Member shall have access thereto at all times.

12. Transfer of Membership Interests. No Member shall sell, transfer or otherwise dispose of or encumber (including by operation of law) all or any portion of his, her or its Membership Interest in the Company, unless all Members provide their written consent to such transfer. For purposes of this Section 12, "transfer" shall mean the disposing of or parting with all or a portion of a Membership Interest (legal or equitable) by any means direct or indirect, absolute or conditional, voluntary or involuntary, including, but not limited to, by sale, assignment, court order, operation of law, settlement, exchange, waiver, abandonment, gift, alienation or pledge.

13. Dissolution.

(a) Events of Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the entry of a decree of judicial dissolution by a court of competent jurisdiction upon application of a Member or Members owning in the aggregate Membership Interests of 25% or more, when it is determined that it is not reasonably practicable to carry on the business of the Company in conformity with this Agreement.

(b) Dissolution by Vote. Notwithstanding anything to the contrary in this Agreement, a Member or Members owning Membership Interests which in the aggregate constitute not less than two-thirds of all of the then outstanding Membership Interests can vote to dissolve the Company at a meeting of the Company held pursuant to Section 9.

(c) Death/Incompetency. Death or incompetency of a Member who is an individual shall not dissolve the Company. If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage the Member's person or property, the Member's executor, administrator, guardian, conservator or other legal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering its property.

(d) Voluntary Action. Except as expressly permitted in this Agreement, a Member shall not voluntarily resign or take any other voluntary action that directly causes a Withdrawal Event. "Withdrawal Event" shall mean the death, insanity, retirement, resignation, expulsion, bankruptcy, execution of an assignment for the benefit of creditors, or dissolution of a Member.

(e) Winding Up, Liquidation and Distribution of Assets. Upon the occurrence of any event specified in Sections 13(a) and (b) and, if applicable, the failure of the Members to elect to continue the business of the Company, the Liquidator shall, as soon as possible thereafter, cause an accounting to be made by the Company's accountants of the accounts of the Company and of the Company's assets, liabilities and operations from the date of the last previous accounting until the date of dissolution. The "Liquidator" shall be the Manager, or if a Withdrawal Event, death or incompetency has occurred with respect to the Manager, the Liquidator shall be the Member elected by the Members holding more than fifty percent (50%) of the outstanding Membership Interests. The Liquidator shall thereafter immediately proceed to wind up the affairs of the Company, which shall include:

(i) Selling or otherwise liquidating all of the Company's assets as promptly as practicable (except to the extent the Liquidator may determine to distribute any assets to the Members in kind, in the Liquidator's sole discretion);

(ii) Allocating any profit or loss resulting from such sales to the Members' Capital Accounts in accordance with their Membership Interests;

(iii) Discharging all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions and establishing such reserves as may be reasonably

necessary to provide for contingencies or liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company); and

(iv) Distributing the remaining assets to the Members in accordance with subparagraph 13(f) below.

(f) **Distributions.** In the event of a dissolution of the Company and subsequent to the requirements described in this Section 13, each Member, to the extent that cash or property is available, shall be entitled to and receive, a distribution of such Member's Capital Account (if a positive balance exists and as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) in proportion to such Member's positive Capital Account. If additional assets remain after distribution of the Capital Accounts, such assets shall be distributed to the Members in proportion to such Member's Membership Interests. All distributions to the Members pursuant to this Section 13(f) shall be made in accordance with the time requirements set forth in Treas. Reg. §1.704-1(b)(2)(ii)(b)(2). If any assets of the Company are to be distributed in kind, the net fair market value of those assets as of the date of dissolution shall be determined by the Liquidator. Those assets shall be deemed to have been sold as of the date of dissolution for their fair market value.

(g) **Deficit Balances.** Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g), if any Member has a deficit balance in its Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), the Member shall have no obligation to make any capital contribution and the negative balance of the Member's Capital Account shall not be considered a debt owed by the Member to the Company or to any other person for any purpose whatsoever.

14. **Certificate of Dissolution.** When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, the Liquidator shall execute and file or cause to be executed and filed, a certificate of dissolution with the Secretary of State's Office in the Commonwealth of Pennsylvania.

15. **Post-Dissolution Actions.** Upon the filing of a certificate of dissolution pursuant to Section 14 hereof, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Liquidator shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

16. **Return of Contribution Nonrecourse to Other Members.** Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its capital contribution. If the Company's property remaining after the payment or discharge of the debts and liabilities of the

Company is insufficient to return the entire cash contribution of the Members, a Member shall have no recourse against any other Member.

17. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed given when (a) delivered by hand, telecopier or courier service such as, but not limited to, Federal Express or (b) three (3) days after mailing with adequate postage by registered mail, return receipt requested, to the addresses of the Members listed below or to such other address as may be designated by a Member pursuant to this Section 17.

If to Infologix

Infologix, Inc.
Attn: Cosmo T. DeNicola
3599 Marshall Lane, Suite E
Bensalem, PA 19020

18. **Miscellaneous.**

(a) **Binding Effect, Governing Law.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(b) **Amendments.** No amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all the Members.

(c) **Construction.** Whenever the context requires, references in this Agreement to the singular number shall include the plural and words denoting gender shall include the masculine, feminine and neuter.

(d) **Headings.** The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

(e) **Waiver.** The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, that would have originally constituted a violation, from having the effect of an original violation.

(f) **Cumulative Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

(g) **Severability.** If any provision of this Agreement or its application to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the

remainder of this Agreement and its application shall not be affected and shall be enforceable to the fullest extent permitted by law.

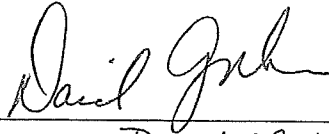
(h) Third Party Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original against the signatory thereto, but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

INFOLOGIX, INC.



Name: David T. Gulhan
Title: President