

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
MEDSYNERGIES, INC.		11/14/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 E. Trimble Road
Internal Address:	MC 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Texas Banking Association:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2932922	HRBENEFITSRX
Registration Number:	2945979	GROUPACCESSRX
Registration Number:	2874248	REFERRALRX
Registration Number:	2802297	INCOMERX
Registration Number:	2732216	CODERX
Registration Number:	2753048	RESPONSERX
Registration Number:	2773599	ADJUSTMENTRX
Registration Number:	2884052	DENIALRX
Registration Number:	2709530	PAYERRX
Registration Number:	3014787	CREDENTIALSRX
Registration Number:	2133769	MEDSYNERGIES

CORRESPONDENCE DATA

Fax Number: (858)550-6420

900093532

TRADEMARK
REEL: 003672 FRAME: 0879

CH \$290.00 2932922

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 858-550-6403
Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley Godward Kronish LLP
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Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1181 MEDSYNERGIES
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	12/06/2007
<p>Total Attachments: 5 source=MedSynergies IPSA#page1.tif source=MedSynergies IPSA#page2.tif source=MedSynergies IPSA#page3.tif source=MedSynergies IPSA#page4.tif source=MedSynergies IPSA#page5.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT (MedSynergies)

This Intellectual Property Security Agreement is entered into as of November 14, 2007 by and between COMERICA BANK ("Bank") and MEDSYNERGIES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor and/or Practice Performance, Inc. ("Practice") in the amounts and manner set forth in that certain Loan and Security Agreement among Bank, Grantor and Practice dated of even date herewith (as the same may be amended, modified, replaced or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, and/or Practice but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor and Practice under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its and/or Practice's obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and/or Practice and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its and/or Practice's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor and/or Practice, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the

simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1255 Corporate Drive, 3rd Floor
Irving, TX 75038

Attn: CFO

MEDSYNERGIES, INC.

By: 

Title: SVP

Address of Bank:

Comerica Bank
m/c 4770
75 E. Trimble Road
San Jose, CA 95131
Attn: Manager
Fax: (408) 556-5091

BANK:

COMERICA BANK

By: 

Title: AVP

EXHIBIT A

Copyrights

None.

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TRADEMARK
REEL: 003672 FRAME: 0883

EXHIBIT B

Patents

None.

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EXHIBIT C

Trademarks

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
HRBENEFITSRX	78/326794	11/12/2003	2,932,922	3/15/2005
GROUPACCESSRX	78/326819	11/12/2003	2,945,979	5/3/2005
REFERRALRX	78/152196	8/8/2002	2,874,248	8/17/2004
INCOMERX	78/151848	8/7/2002	2,802,297	1/6/2004
CODERX	78/151223	8/6/2002	2,732,216	7/1/2003
RESPONSERX	78/140421	7/1/2002	2,753,048	8/19/2003
ADJUSTMENTRX	78/139938	6/28/2002	2,773,599	10/14/2003
DENIALRX	78/139812	6/28/2002	2,884,052	9/14/2004
PAYERRX	78/139615	6/27/2002	2,709,530	4/22/2003
CREDENTIALSRX	78/129002	5/15/2002	3,014,787	11/15/2005
MEDSYNERGIES	75/091555	4/19/1996	2,133,769	2/3/1998

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