

## 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
MDI Achieve (Texas), Inc.		02/01/2008	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia
Street Address:	1002 Sherbrooke St. West
City:	Montreal, Quebec
State/Country:	CANADA
Postal Code:	H3A 3L6
Entity Type:	Company: CANADA

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2332426	QUICKCARE
Registration Number:	3130399	QC3NET
Registration Number:	3122417	OBRA EZ
Registration Number:	2332427	QC QUICKCARE

## CORRESPONDENCE DATA

Fax Number: (312)803-2209

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

Phone: 212-407-4000

Email: aocasio@loeb.com

Correspondent Name: Kevin M. Eisenberg - LOEB &amp; LOEB LLP

Address Line 1: 345 Park Avenue

Address Line 4: New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER:

207838-10001

DOMESTIC REPRESENTATIVE

900099020

TRADEMARK  
REEL: 003718 FRAME: 0803

CH \$115.00 2332426

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Kevin M. Eisenberg

Signature:

/Kevin M. Eisenberg/

Date:

02/13/2008

Total Attachments: 6

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of February 1, 2008, is made by MDI Achieve (Texas), Inc., a Delaware corporation (the "Grantor"), in favor of The Bank of Nova Scotia (the "Lender").

### WITNESSETH:

WHEREAS, pursuant to a commitment letter dated as of November 19, 2007 made by the Lender to Logibec Groupe Informatique Ltée. (the "Borrower"), to which intervened Guichet Santé Inc., the Grantor, MDI Technologies, Inc., BlueWater Merger Co. and Ideal Software, Inc., as guarantors (as amended by a letter dated November 26, 2007 and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to a Guarantee and Collateral Agreement dated as of November 26, 2007 in favor of the Lender (the "Guarantee and Collateral Agreement") pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to continue making extensions of credit to the Borrower under the Credit Agreement, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in IP Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Guarantor Obligations, hereby mortgages, pledges and hypothecates to the Lender and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "IP Collateral"):

(a) all of its Trademarks, Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, Copyrights and Copyright Licenses providing for the grant by or to the Grantor of any right under any Copyright, including, without limitation, the Trademarks referred to on Schedule 1 hereto and the Copyrights referred to on Schedule 2 hereto;

(b) all renewals and extensions of the foregoing;

(c) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

(d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its IP Collateral subject to a security interest hereunder.

Section 5. Termination. Upon indefeasible payment in full in cash of all Guarantor Obligations and irrevocable termination of the Guarantee and Collateral Agreement, this Agreement shall terminate and the Lender agrees, at the Grantor's expense, to execute and deliver to the Grantor such instruments and documents as may be reasonably requested to fully effect the release of the IP Collateral.

Section 6. Counterparts; Signatures. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission shall be deemed to be an original signature hereto.


Section 7. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MDI ACHIEVE (TEXAS), INC.

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

THE BANK OF NOVA SCOTIA

By:\_\_\_\_\_  
Name:  
Title:

In witness whereof, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MDI ACHIEVE (TEXAS), INC.

By: \_\_\_\_\_

Name:

Title:

ACCEPTED AND AGREED  
as of the date first above written:

THE BANK OF NOVA SCOTIA

By: \_\_\_\_\_

Name: Michel Giron

Title: Sr. Credit Solutions Manager

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

A. REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
QUICKCARE	2,332,426	03/21/00
QC3NET	3,130,399	08/15/06
OBRA EZ	3,122,417	08/01/06
QC QUICKCARE	2,332,427	03/21/00

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

None

SCHEDULE 2  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

A. REGISTERED COPYRIGHTS

<u>COPYRIGHT TITLE</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Qcare program	TX-4-961-524	04/13/99

B. COPYRIGHT APPLICATIONS

None

C. COPYRIGHT LICENSES

None