

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
InfoLogix, Inc.		05/01/2008	CORPORATION: DELAWARE
InfoLogix Systems Corporation		05/01/2008	CORPORATION: DELAWARE
Embedded Technologies, LLC		05/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
Opt Acquisition LLC		05/01/2008	LIMITED LIABILITY COMPANY: PENNSYLVANIA
InfoLogix - DDMS, Inc.		05/01/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hercules Technology Growth Capital, Inc.
Street Address:	400 Hamilton Avenue
Internal Address:	Suite 310
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2702443	INFOLOGIX
Registration Number:	2923756	INFOLOGIX
Registration Number:	3006179	CARE STATION
Registration Number:	3006180	MOBILE CARE STATION
Registration Number:	2483149	OPTASIA
Serial Number:	78923846	HEALTHTRAX
Serial Number:	78775350	HEALTH TRAX
Serial Number:	78775339	HEALTHTRAX
Serial Number:	77298483	INTUITIVE MOBILE SOFTWARE

OP \$265.00 2702443

Serial Number:

77300530

INFOTABLET

CORRESPONDENCE DATA

Fax Number: (617)951-8736

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

Phone: 617-951-8464

Email: paula.mazzeo@bingham.com

Correspondent Name: Paula A. Mazzeo

Address Line 1: 150 Federal Street

Address Line 2: c/o Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Paula Mazzeo

Signature:

/PAMazzeo/

Date:

05/05/2008

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is dated the 1st day of May, 2008, between InfoLogix, Inc., a Delaware corporation ("Parent Grantor"), InfoLogix Systems Corporation, a Delaware corporation ("ISC"), Embedded Technologies, LLC, a Delaware limited liability company ("Embedded"), Opt Acquisition LLC, a Pennsylvania limited liability company ("Opt") and InfoLogix-DDMS, Inc., a Delaware corporation ("DDMS") (InfoLogix, ISC, Embedded, Opt and DDMS are each referred to herein as a "**Grantor**" and collectively as the "**Grantors**"), each with its chief executive office and principal place of business located at 101 East County Line Road, Hatboro, Pennsylvania 19040, and Hercules Technology Growth Capital, Inc., a Maryland corporation, with its chief executive office and principal place of business located at 400 Hamilton Avenue, Suite 310, Palo Alto, California 94301 ("**Secured Party**").

RECITALS

A. Each Grantor owns the Trademarks (as defined in the Loan Agreement referred to below), Trademark registrations and Trademark applications and is a party to the Trademark Licenses (as defined in the Loan Agreement) listed and allocated to it on Schedule 1 hereto:

B. Grantors and Secured Party are parties to a Loan and Security Agreement dated as of May 1, 2008 and all ancillary documents entered into in connection with such Senior Loan and Security Agreement, all as may be amended from time to time (hereinafter referred to collectively as the "**Loan Agreement**");

C. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Secured Party a first priority security interest in certain personal property assets of such Grantor, including all right, title and interest of such Grantor in, to and under all of Grantor's Trademarks, and Trademark Licenses (as defined in the Loan Agreement) and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Loan Agreement.

D. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all Secured Obligations, each Grantor hereby grants and conveys to Secured Party a continuing security interest in and lien on all of such Grantor's right, title and interest in and to, whether presently existing or hereafter arising or acquired, the Trademarks (including those listed on Schedule 1 hereto (as the same may be amended pursuant hereto from time to time)), and Trademark Licenses, including, without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for

past, present and future infringements and all rights corresponding thereto throughout the world, and the goodwill of the business to which each of the Trademarks relates.

2. Each Grantor represents, warrants and covenants that:

a) Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks attributed to it in Schedule 1, free and clear of any Liens except for Permitted Liens including, without limitation, pledges, assignments, licenses, shop rights and covenants by such Grantor not to sue third persons, except for any license disclosed in Schedule 1;

b) Except as disclosed on Schedule 5.9 to the Loan Agreement, the material Trademarks are subsisting and have not been adjudged invalid or unenforceable;

c) Except as disclosed on Schedule 5.9 to the Loan Agreement, each of the material Trademarks is valid and enforceable;

d) Except as disclosed in Schedule 5.9 to the Loan Agreement, no claim has been made that the use of any of the material Trademarks does or may violate the rights of any third person;

e) Such Grantor has the unqualified right to enter into this Trademark Security Agreement and perform its terms;

f) Such Grantor has used, and will continue to use for the duration of this Trademark Security Agreement, proper statutory notice in connection with its use of the Trademarks; and

g) Such Grantor has used, and will continue to use for the duration of this Trademark Security Agreement, consistent standards of quality of products sold under the Trademarks.

3. Each Grantor hereby grants to Secured Party the right to visit such Grantor's facilities to inspect the products at reasonable times and, provided no default or an Event of Default then exists, upon reasonable notice during regular business hours. Each Grantor shall do any and all acts reasonably required by Secured Party to ensure such Grantor's compliance with paragraph 2(g).

4. Each Grantor agrees that, until all of the Secured Obligations (other than inchoate indemnification obligations) shall have been satisfied in full in cash and any commitments to make Advances or otherwise extend credit under the Loan Agreement have been terminated, it will not enter into any agreement relating to such Grantor's Trademarks (for example, a license agreement) which is inconsistent with such Grantor's obligations under this Trademark Security Agreement, without Secured Party's prior written consent; provided, that so long as no Event of Default shall have occurred and be continuing, such Grantor may grant licenses to third parties to use the Trademarks in the ordinary course of business of both the applicable Grantor and such third party on arm's length and customary business terms and may enter into any other Permitted Transfer.

5. If, before the Secured Obligations (other than inchoate indemnification obligations) shall have been satisfied in full in cash and any commitments to make Advances or otherwise extend credit under the Loan Agreement have been terminated, any Grantor shall obtain rights to any new Trademarks, the provisions of paragraph 1 shall automatically apply thereto and such Grantor shall give Secured Party prompt notice thereof in writing.

6. Each Grantor authorizes Secured Party to unilaterally modify this Trademark Security Agreement solely by amending Schedule 1 to include any future Trademarks covered by paragraphs 1 and 5 hereof.

7. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Trademark Security Agreement or the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Secured Party may, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any and all Grantors, all of which are hereby expressly waived, and without advertisement, sell, in accordance with the requirement of applicable law, at public or private sale or otherwise realize upon, all or from time to time any of the Trademarks, or any interest which any Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Grantors. Notice of any sale or other disposition of the Trademarks shall be given to Grantors at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which each Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Secured Party or its assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of any Grantor, which right is hereby waived and released.

8. At any time and from time to time, upon the written request of Secured Party, and at the sole expense of Grantors, each Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Trademark Security Agreement and the Loan Agreement, and of the rights and powers herein and therein granted, including, without limitation, the filing of any additional, supplemental, or amended Trademark Security Agreements, or the filing of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in any of the Loan Agreements.

9. At such time as Grantors shall completely satisfy all of the Secured Obligations (other than inchoate indemnification obligations) in cash and any commitments to make Advances or otherwise extend credit under the Loan Agreement have been terminated, this Trademark Security Agreement shall terminate and Secured Party shall, at Grantors' expense, execute and deliver to Parent Grantor all terminations, or other instruments as may be necessary or proper to terminate the security interest granted herein and to terminate Grantors' obligations

hereunder, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Trademark Security Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Grantor in accordance with the Loan Agreement and shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest applicable Default Rate. Any amounts required to be paid from any Grantor to Grantees under this Agreement shall be joint and several obligations as among the Grantors.

11. Each Grantor shall, subject to its good faith and reasonable business judgment or upon the reasonable request of the Secured Party, through counsel reasonably acceptable to Secured Party, prosecute diligently any Trademark applications pending as of the date of this Trademark Security Agreement or thereafter until the Secured Obligations (other than inchoate indemnification obligations) shall have been paid in full, make federal application on registrable but unregistered material Trademarks, file and prosecute opposition and cancellation proceedings and do any and all acts which are necessary or desirable to preserve and maintain all rights in the material Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Grantors. A Grantor shall only abandon a Trademark if, while exercising good faith and reasonable business judgment, such Grantor determines it is prudent.

12. Each Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event and with the prior written consent of the Secured Party, Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including reasonable attorneys' fees incurred by Secured Party, in accordance with the Loan Agreement.

13. Each Grantor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power, after and during the continuance of an Event of Default, to endorse such Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Secured Party to, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any third person as a part of Secured Party's realization on such collateral upon acceleration of the Secured Obligations following an Event of Default. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable for the life of this Trademark Security Agreement.

14. If any Grantor fails to comply with any of its obligations hereunder, Secured Party may do so in such Grantor's name or in Secured Party's name, but at such Grantor's expense, and such Grantor hereby agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Trademarks.

15. No course of dealing between any and all Grantors and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Secured Party's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Trademark Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Trademark Security Agreement in any jurisdiction.

18. This Trademark Security Agreement is subject to modification only by a writing signed by both parties, except as provided in paragraph 6.

19. This Trademark Security Agreement shall be binding upon each Grantor and Secured Party and their respective permitted successors and assigns, and shall inure to the benefit of each Grantor, Secured Party and the respective permitted successors and assigns, of Secured Party and each Grantor.

20. The validity and interpretation of this Trademark Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of California.


21. Section 11.2 (*Notice*) of the Loan Agreement is hereby incorporated herein in its entirety, save that references therein to the term Lender shall be deemed to be references to Secured Party herein and references therein to the term Borrower shall be deemed to be references to each Grantor herein.

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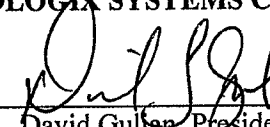
IN WITNESS WHEREOF, the execution hereof under seal as of the day and year first above written.

GRANTORS:

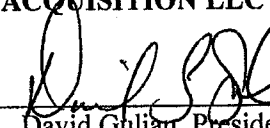
INFOLOGIX, INC.

By: 
David Gulian, President

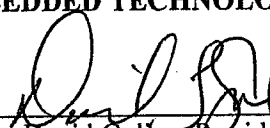
INFOLOGIX SYSTEMS CORPORATION

By: 
David Gulian, President

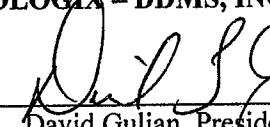
OPT ACQUISITION LLC

By: 
David Gulian, President

EMBEDDED TECHNOLOGIES, LLC


By: 
David Gulian, President

INFOLOGIX - DDMS, INC.

By: 
David Gulian, President

[Signature Page to Trademark Security Agreement]

**HERCULES TECHNOLOGY GROWTH
CAPITAL, INC.**

By: 

Name: K. Nicholas Martitsch

Title: Associate General Counsel

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 003771 FRAME: 0591**

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

(a) InfoLogix, Inc.

REGISTERED TRADEMARK(S):

<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>
2702443	InfoLogix	April 1, 2003
2923756	InfoLogix	February 1, 2005
3006179	Care Station	October, 11 2005
3006180	Mobile Care Station	October 11, 2005

TRADEMARK APPLICATION(S):

<u>Serial/Application No.</u>	<u>Mark</u>	<u>Filed Date</u>
78923846	HealthTrax	July 6, 2006
78775350	Health Trax	December 16, 2005
78775339	HealthTrax	December 16, 2005
77300530	INFOTABLET	October 10, 2007
77298483	Intuitive Mobile Software	October 8, 2007

(b) Opt Acquisition LLC

REGISTERED TRADEMARK(S):

<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>
2483149	OPTASIA	August 28, 2001

CH01/ 13506711.1