

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

FORHEALTH TECHNOLOGIES, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) October 31, 2008

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Square 1 Bank

Internal

Address: Lee Conner

Street Address: 406 Blackwell Street, Suite 240

City: Durham

State: NC

Country: US Zip: 27701

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship North Carolina
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
77/317,123

B. Trademark Registration No.(s)
2,937,025

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Intelliflowrx

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lee Conner

Internal Address: Square 1 Bank

Street Address: 406 Blackwell St.

Suite 240

City: Durham

State: NC Zip: 27701

Phone Number: 919-314-3099

Fax Number: 919-354-1278 - NEW

Email Address: lgandocsdept@square1bank.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-3822

Authorized User Name Lee Conner

9. Signature:

Lee Conner
Signature

11-14-08
Date

Lee Conner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 503822 77317123

EXHIBIT C
TRADEMARKS

<u>Title:</u>	<u>Application or Registration Number:</u>	<u>Filing Date:</u>
INTELLIFILL	2,937,025	3-29-05
INTELLIFLOWRX	77/317,123	10-30-07
FORHEALTH TECHNOLOGIES, INC. design	2,897,079	10-26-04

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 31, 2008 by and between SQUARE 1 BANK ("*Bank*") and FORHEALTH TECHNOLOGIES, INC. ("*Grantor*").

RECITALS

Bank and Grantor are parties to a Loan and Security Agreement, as amended from time to time (the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement). Grantor has agreed that, effective upon its failure to comply with the covenants in the Loan Agreement, the Collateral under the Loan Agreement will include Grantor's intellectual property, including copyrights, trademarks and patents.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under any of its owned intellectual property, in any medium, of any kind or nature whatsoever including without limitation any copyrights, patents, trademarks, servicemarks and applications therefore, now or hereafter owned or acquired by Grantor (collectively, the "*Intellectual Property*") (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 (collectively, "*Intellectual Property Collateral*").

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include any contract, property rights or licenses in which the Grantor has any right, title or interest if and to the extent any such contract, property rights or licenses includes a provision containing a restriction on assignment that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would cause or result in a default thereunder enabling another person or party to such contract, property rights or licenses to enforce any remedy with respect thereto, provided that upon the waiver, expiration or other termination of that restriction, Intellectual Property Collateral shall include such contract, property rights or licenses, and provided further that this exclusion from collateral shall apply only to the extent such provision or restriction is enforceable.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Bank's rights shall be cumulative, and the exercise of any rights under this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, shall not preclude the simultaneous or later exercise of any other rights. 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.

At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

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.

Address of Grantor:

790 Fentress Blvd.
Daytona, FL 32114

Attention: President

GRANTOR:

FORHEALTH TECHNOLOGIES, INC.

By: 

Title: President

Address of Bank:

406 Blackwell Street
Suite 240
Durham, NC 27701

Attention: Jeff Welch

BANK:

SQUARE 1 BANK

By: 

Title: SVP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None		

738148 v2/HN

EXHIBIT B**PATENTS**

	<u>Description:</u>	<u>Serial or Registration Number:</u>	<u>Filing Date:</u>
1	Syringe Bandolier with control feature	6,722,404	4-20-04
2	Syringe Bandolier with control feature	7,025,098	4-11-06
3	Automated use of a vision system to unroll a label to capture and process drug identifying indicia present on the label	7,017,623	3-28-06
4	Automated drug vial safety cap removal	6,604,903	8-12-03
5	Vision system to calculate a fluid volume in a container	11/055545	2-10-05
6	Automated drug preparation apparatus including syringe loading, preparation and filling	11551608	10-20-06
7	Tamper evident cap for a drug delivery service	11/743965	5-3-07
8	Automated drug preparation apparatus including a Bluetooth communications network	11/551555	10-20-06
9	Automated centralized preparation of medications in anticipation of use	11/844135	8-23-07
10	Centralized sterile drug products distribution and automated management of sterile compounding stations	11/752769	5-22-07
11	Automated use of a vision system to detect foreign matter in reconstituted drugs before transfer to a syringe	7,163,035	1-16-07
12	Medication dose underfill detection system and application in an automated syringe preparing system	7,343,943	3-18-08
13	System and method for bandoliering syringes	6,986,234	1-17-06
14	System and method for bandoliering syringes	7,007,443	3-7-06
15	Serial data capture and processing	7,096,212	8-22-06
16	Data transmission capture in support of medication preparation	11/466354	8-22-06
17	Automated drug delivery bag filling system	11/766453	6-21-07
18	Device and method for cleaning a tube	10/457898	6-10-03
19	Method and system for cleaning and reusing a cannula	6,616,771	9-9-03
20	Automated means for withdrawing a syringe plunger	6,877,530	4-12-05
21	Parenteral products automation system (PPAS)	5,805,454	9-8-98

22	Parenteral products automation system (PPAS)	7,260,447	8-21-07
23	Parenteral products automation system (PPAS)	6,048,086	4-11-00
24	Automated system and process for filling drug delivery devices of multiple sizes	11/765093	6-19-07
25	Automated means for removing, parking and replacing a syringe tip cap from a syringe	7,017,622	3-28-06
26	Automated apparatus and process for reconstitution and delivery of medication to an automated syringe preparation apparatus	6,915,823	7-12-05
27	Tamper evident syringe tip cap and automated method for preparing tamper-evident syringes	6,991,002	1-31-06
28	Automated means of storing, dispensing and orienting injectable drug vials for a robotic application	7,117,902	10-10-06
29	Automated means for storing, dispensing and orienting injectable drug vials for a robotic application	7,240,699	7-10-07
30	Automated drug preparation apparatus including automated drug reconstitution	11/555577	11-1-06
31	Automated drug preparation apparatus including drug vial handling, venting, cannula positioning functionality	11/551574	10-20-06
32	Device for reconstituting a drug vial and transferring the contents to a syringe in an automated matter	7,128,105	10-31-06
33	Automated drug preparation apparatus including serial dilution functionality	11/554677	10-31-06