

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A-S Medication Solutions LLC		03/16/2009	LIMITED LIABILITY COMPANY: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Allscripts, LLC		
<b>Street Address:</b>	222 Merchandise Mart Plaza, Suite 2024		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60654		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2164423	TOUCHSCRIPT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	717 N. Harwood St., Suite 3400		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	19730-10170		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>Signature:</b>	/Dusan Clark/		

**CH \$40.00 2164423**

Date:

03/17/2009

**Total Attachments: 10**

source=MSG Security Agreement#page1.tif  
source=MSG Security Agreement#page2.tif  
source=MSG Security Agreement#page3.tif  
source=MSG Security Agreement#page4.tif  
source=MSG Security Agreement#page5.tif  
source=MSG Security Agreement#page6.tif  
source=MSG Security Agreement#page7.tif  
source=MSG Security Agreement#page8.tif  
source=MSG Security Agreement#page9.tif  
source=MSG Security Agreement#page10.tif

## SECURITY AGREEMENT

March 16, 2009

<i>Debtor:</i> A-S Medication Solutions LLC	<i>Secured Party:</i> Allscripts, LLC
<i>Address:</i> 224 North Park Avenue	<i>Address:</i> 222 Merchandise Mart Plaza, Suite 2024
<i>City, State &amp; Zip Code:</i> Fremont, NE 68025	<i>City, State &amp; Zip Code:</i> Chicago, IL 60654

## DEBTOR AND SECURED PARTY HEREBY AGREE AS FOLLOWS:

1. Certain Definitions. For purposes of this Agreement, the following terms have the meanings given to them in the UCC (such meanings to be equally applicable to both the singular and the plural forms of the terms defined): "Account", "Account Debtor", "Chattel Paper", "Commercial Tort Claim", "Deposit Account", "Equipment", "Document", "General Intangible", "Goods", "Instrument", "Inventory", "Investment Property", "Letter-of-Credit Right", "Promissory Note", "Software" and "Tangible Chattel Paper". The following terms shall have the following meanings:

- (a) "Note" shall mean that certain Senior Secured Promissory Note, dated as of the date hereof, in the original principal amount of \$4,000,000, as amended, restated, supplemented or otherwise modified from time to time, made by Debtor to the order of Secured Party
- (b) "Marketing Agreement" shall mean that certain Marketing Agreement, dated as of the date hereof, as amended, restated, supplemented or otherwise modified from time to time, among Debtor, Sav-Rx, LLC and Secured Party.
- (c) "Obligation" or "Obligations" shall mean each and every debt, liability and obligation of every type and description which may be owed to Secured Party now or any time hereafter (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several), including without limitation, with respect to this Agreement, the Note or the Marketing Agreement.
- (d) "UCC" means the Uniform Commercial Code as from time to time in effect in the State of Illinois; provided, however, that, in the event that any of the attachment, perfection or priority of Secured Party's interest in any Collateral is governed by the Uniform Commercial Code of a jurisdiction other than the State of Illinois, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority.

2. Security Interest and Collateral. To secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all Obligations owed by Debtor to Secured Party, Debtor hereby grants Secured Party a first priority security interest (herein

called the "Security Interest"), subject only to any Permitted Liens, in all of its right, title and interest in, to and under all of the property of Debtor, wherever located, whether tangible or intangible, now owned or hereafter acquired, including the following property (herein called the "Collateral");

- (a) Inventory;
- (b) Equipment;
- (c) Chattel Paper;
- (d) Accounts;
- (e) General Intangibles;
- (f) Instruments;
- (g) Promissory Notes;
- (h) Investment Property;
- (i) Documents;
- (j) Deposit Accounts;
- (k) Goods;
- (l) Commercial Tort Claims;
- (m) Software; and
- (n) Letter-of-Credit Rights;

together with all substitutions and replacements for any of the foregoing property, all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection with any such property, all warehouse receipts, bills of lading and other documents of title now or hereafter covering or otherwise issued with respect to such property, and all proceeds and products of, and supporting obligations related to, any and all of the foregoing property. Debtor hereby authorizes Secured Party to file any UCC financing statements, amendments or continuations Secured Party determines appropriate to perfect the security interest granted hereby.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

- (a) Debtor is a limited liability company duly organized and existing under the laws of the State of Nebraska. Debtor's legal name is "A-S Medication Solutions LLC" and Debtor's Nebraska Secretary of State organizational identification number is 10119594. Debtor's Inventory and Equipment are, and until all Obligations owed by Debtor to Secured Party have been paid in full shall be, located at 224 North Park Avenue, Fremont, NE 68025, 2401-2441 Commerce Drive, Libertyville, IL 60048, and Units No. 410 and No. 415, 888 East Belvedere Road, Grayslake, IL 60030.
- (b) Debtor now has (and shall have at the time Debtor acquires rights in Collateral hereafter arising) absolute title to each item of Collateral free and clear of all security interests, liens and encumbrances, subject to (i) the Security Interest and (ii) purchase money security interests granted to suppliers in the ordinary course of business with respect to medications and supplies not yet paid for, which amounts are not overdue for more than 30 days or which are being contested in good faith by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of Debtor (collectively, the "Permitted Liens"), and shall defend the Security Interest as a first priority security interest against all claims and demands of all persons other than with respect to such Permitted Liens. The Security Interest granted by this Agreement constitutes a valid and continuing first priority security interest (subject only to the Permitted Liens) in favor of Secured Party in all Collateral.
- (c) Other than the filing of UCC financing statements, no permit, notice to or filing with any

foreign, federal, state local or other governmental body or regulatory body or any other person or consent from any person is required for the exercise by Secured Party of its rights provided for in this Agreement or the enforcement of remedies in respect of the Collateral pursuant to this Agreement, including the transfer of any Collateral.

- (d) Debtor shall not sell or otherwise dispose of the Collateral or any interest therein without the prior written consent of Secured Party, except that, until the occurrence of an Event of Default (as hereafter defined) and the revocation by Secured Party of Debtor's right to do so by written notice thereof, Debtor may sell any Inventory and license software constituting Collateral to buyers in the ordinary course of business. The reference to "proceeds" herein shall not be deemed to constitute an authorization to sell or dispose of Collateral.
- (e) Debtor shall not permit any tangible Collateral to be located or relocated in any state (and, if county filing is required, in any county) in which a financing statement covering such Collateral is required to be, but has not in fact been, filed in order to perfect the Security Interest. Debtor shall not change its name, organizational identification number or jurisdiction of organization or merge with any other entity or otherwise change or modify its structure or organization.
- (f) Each Account and each instrument, document, chattel paper and other agreement constituting or evidencing Collateral is (and shall be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, set off or counterclaim.
- (g) Debtor shall collect its Accounts only in the ordinary course of business and shall not, other than in the ordinary course of business and as deemed necessary or appropriate by Debtor (i) grant any extension or the time of payment of any account, (ii) compromise or settle any account for less than the full amount thereof, (iii) release, wholly or partially, any person for the payment of any account, (iv) allow any credit or discount on any account or (v) amend, supplement or modify any account in any manner that could materially adversely effect the value thereof and shall furnish Secured Party as and when requested by Secured Party from time to time with a certified statement (in form and substance reasonably acceptable to Secured Party) showing the aggregate face amount of all Accounts and the aging of each Account.
- (h) Debtor shall sell its Inventory only in the ordinary course of business and furnish Secured Party as and when requested by Secured Party from time to time with a certified statement (in form and substance reasonably acceptable to Secured Party) showing the aggregate cost and wholesale market value of all Inventory.
- (i) If any single amount in excess of \$50,000 payable under or in connection with any Collateral shall be or become evidenced by an Instrument or Tangible Chattel Paper (other than any such Instrument previously delivered in connection with clause (p) (viii) below), Debtor shall notify Secured Party thereof and upon request of Secured Party, Debtor shall mark such Instruments and Tangible Chattel Paper with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of Allscripts, LLC as Secured Party" and, at the request of Secured Party, shall immediately deliver such Instrument or Tangible Chattel Paper to Secured Party.
- (j) If Debtor is or becomes the beneficiary of (i) any letter of credit with a face amount in excess of \$75,000 or (ii) letters of credit which in the aggregate have face amounts in excess of \$150,000 (except during the continuance of an Event of Default, then in any

amount in excess of \$10,000) that is not a supporting obligation of any Collateral, Debtor shall promptly, and in any event within 10 days after becoming a beneficiary, notify Secured Party thereof, and upon request of Secured Party, Debtor shall use its best efforts to enter into a contractual obligation with Secured Party, the issuer of such letters of credit or any nominated person with respect to the letter-of-credit rights under such letters of credit. Any such contractual obligation shall assign such letter-of-credit rights to Secured Party and such assignment shall be sufficient to grant control for the purposes of Section 9-107 of the UCC (or any similar section under any equivalent UCC) and shall be in form and substance reasonably satisfactory to Secured Party.

- (k) If (i) any single amount in excess of \$75,000 payable under or in connection with any Collateral owned by Debtor shall be or become evidenced by electronic chattel paper or (ii) any amounts in excess of \$150,000 in the aggregate shall be or become evidenced by electronic chattel paper (except during the continuance of an Event of Default, then any amount in excess of \$10,000), Debtor shall promptly, and in any event within 10 days after such Collateral becomes so evidenced, notify Secured Party thereof and, upon request of Secured Party, take all steps necessary to grant Secured Party control of all such electronic chattel paper for the purposes of Section 9-105 of the UCC (or any similar section under any equivalent UCC) and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act
- (l) Debtor shall not grant "control" (within the meaning of such term under Article 9-106 of the UCC) over any investment property to any person other than Secured Party.
- (m) If, after the date hereof, Debtor obtains rights to, or applies for or seeks registration of, any patent, trademark or copyright in addition to the patents, trademarks and copyrights described in Schedule 1, which are all of Debtor's patents, trademarks and copyrights as of the date hereof, Debtor shall provide Secured Party with prompt written notice thereof and upon request of Secured Party, any short-form intellectual property agreements and assignments that Secured Party reasonably requests with respect thereto.
- (n) Debtor shall execute and deliver to Secured Party in form and substance reasonably acceptable to Secured Party and suitable for (i) filing in the Applicable IP Office any short-form intellectual property security agreements requested by Secured Party and (ii) recording with the appropriate internet domain name registrar, a duly executed form of assignment for all internet domain names of Debtor (together with appropriate supporting documentation as may be requested by Secured Party). Debtor shall take commercially reasonable efforts to maintain and protect its intellectual property.
- (o) Debtor agrees that, if it shall acquire any interest in any Commercial Tort Claim (whether from another person or because such Commercial Tort Claim shall have come into existence), involving a claim or controversy in excess of \$50,000 (or in excess of \$95,000 in the aggregate for multiple Commercial Tort Claims) (i) Debtor shall, immediately upon such acquisition, deliver to Secured Party, in each case in form and substance satisfactory to Secured Party, a notice of the existence and nature of such Commercial Tort Claim (including a specific description thereof) and (ii) upon Secured Party's request Debtor shall execute and deliver to Secured Party, in each case in form and substance satisfactory to Secured Party, any document, and take all other action, deemed by Secured Party to be reasonably necessary or appropriate for the Secured Party to obtain, a perfected first priority security in all such Commercial Tort Claims.

- (p) Debtor shall:
- (i) keep all tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof;
  - (ii) promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest;
  - (iii) at all reasonable times, permit Secured Party or its representatives to examine and inspect any Collateral, wherever located, and to examine, inspect and copy Debtor's books and records pertaining to the Collateral and its business and financial condition;
  - (iv) keep accurate and complete records pertaining to the Collateral and submit to Secured Party such periodic reports concerning the Collateral as Secured Party may from time to time request;
  - (v) from time to time execute such financing statements (and amendments thereto and continuations thereof) as Secured Party may request in order to perfect the Security Interest and, if Collateral consists of any motor vehicles, execute such documents as may be required to have the Security Interest properly noted on the certificates of title;
  - (vi) execute, deliver and/or endorse any and all instruments, documents, assignments and other agreements and writings which Secured Party may at any time request in order to secure, protect, perfect or enforce the Security Interest and Secured Party's rights under this Agreement;
  - (vii) not permit any tangible Collateral to become part of or to be affixed to any real property without first assuring to the satisfaction of Secured Party that the Security Interest will be prior and senior to any interest or lien then held or thereafter acquired by any mortgagee of such real property or the owner or purchaser of any interest therein;
  - (viii) deliver to Secured Party, to be held by Secured Party for itself, in suitable form for transfer and in form and substance satisfactory to Secured Party, (i) all certificates evidencing securities and any other equity interests of any person owned by Debtor, (ii) all instruments evidencing any Indebtedness owned to Debtor and (iii) all certificates and instruments evidencing any Investment Property of Debtor; and
  - (ix) promptly notify Secured Party in writing of its acquisition of any interest after the date hereof that is not already subject to the Security Interest in any material property that is of a type where a security interest or lien must be or may be registered, recorded or filed under, or notice thereof given under, any federal statute or regulation.

If Debtor at any time fails to perform or observe any agreement contained herein, Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other action

which Secured Party may deem necessary to cure or correct such failure (including without limitation, the payment of taxes, the satisfaction of security interests, liens or encumbrances, the performance of duties or obligations under contracts or agreements with any Account Debtor or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the procurement of repairs, transportation or insurance), and Debtor shall thereupon pay Secured Party on demand the amount of all monies expended and all costs and expenses (including reasonable attorney fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreement or taking such action, including all costs and expenses incurred in any bankruptcy proceedings, together with interest thereon from the date expended or incurred by Secured Party at the rate of eight percent (8%) per annum. Debtor hereby irrevocably appoints (which appointment is hereby coupled with an interest) Secured Party, or its designee as attorney-in-fact for Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse and/or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Agreement or to perfect or protect the Security Interest granted herein. For the purpose of enabling Secured Party to exercise rights and remedies hereunder (including in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, sell, assign, convey, transfer or grant options to purchase any Collateral) at such time as Secured Party shall be lawfully entitled to exercise such rights and remedies, subject to the claims and rights of third parties, Debtor hereby grants to Secured Party, an irrevocable, nonexclusive, worldwide license (exercisable without payment of royalty or other compensation to Debtor), including in such license the right to sublicense, use and practice any intellectual property constituting part of the Collateral now owned or hereafter acquired by Debtor and access to all media in which any of the licensed items may be recorded or stored and to all Software and programs used for the compilation or printout thereof, subject to maintenance by Secured Party of the quality of the trademarked goods and services at that time.

4. Collection Rights of Secured Party. Secured Party may at any time (both before and after the occurrence of an Event of Default) notify any Account Debtor, or any other person obligated to pay any amount due, that such chattel paper, Account or other right to payment has been assigned or transferred to Secured Party for security and should be paid directly to Secured Party. If Secured Party so requests at any time, Debtor shall so notify such Account Debtors and other obligors in writing and shall indicate on all invoices to such Account Debtors or other obligors that the amount due is payable directly to Secured Party. At any time after Secured Party or Debtor gives such notice to an Account Debtor or other obligor, Secured Party may (but need not), in its own name or in Debtor's name, demand, sue for, collect and receive any money or property at any time payable or receivable on account of or securing, any such chattel paper, Account, or other right to payment, or grant any extension to, make any compromise or settlement with, or otherwise agree to waive, modify, amend or change the duties and obligations (including collateral obligations) of any such Account Debtor or other obligor.

5. Insurance. Debtor agrees to maintain with financially sound and reputable insurance companies insurance in such amounts (with no greater risk retention) and against such risks as are customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations and will furnish to Secured Party, upon request, information in reasonable detail as to the insurance so maintained. Debtor hereby assigns to Secured Party, as additional security for the payment of all Obligations owed by Debtor to Secured Party, any and all monies (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Debtor under or with respect to, any and all policies of insurance covering the Collateral. Upon request, Debtor shall deliver copies of all such policies covering Collateral to Secured Party with a satisfactory lender's loss payable endorsement naming Secured Party as loss payee or additional insured, as appropriate. Debtor shall notify Secured Party in writing not less than 30 days prior to any cancellation of an insurance policy covering Debtor. Both before and after the occurrence of an Event of Default, Secured Party may (but need not) in its own name or in Debtor's name,



execute and deliver proofs of claim, receive all such monies, endorse checks and other instruments representing payment of such monies, and adjust, litigate, compromise or release any claim against the issuer of any such policy.

6. Event of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default");

- (a) any "Default" as defined in the Note.
- (b) Debtor or Sav-Rx, LLC shall fail to timely pay the Annual Fees or Commissions, as those terms are defined in the Marketing Agreement, in accordance with the terms of the Marketing Agreement.
- (c) Debtor shall fail to (i) pay the principal of, any Obligation owed by Debtor to Secured Party, or any installment thereof, when due, (ii) pay the interest on any Obligation owed by Debtor to Secured Party, or any installment thereof, within three (3) days of the date when due, (iii) observe or perform any covenant or agreement contained Sections 3(e), (h) or (l) of this Agreement or (iv) observe or perform any other covenant or agreement herein or in any other document given in connection with any of the Obligations which failure is not cured within thirty (30) days of receipt of written notice of such failure by Debtor.
- (d) Any representation or warranty by Debtor set forth in this Agreement or made to Secured Party in any financial statements or reports submitted to Secured Party by or on behalf of Debtor shall be false or misleading in any material respect.
- (e) Debtor shall (i) sells, transfers or otherwise conveys a majority of its assets out side of the ordinary course of business, or (ii) be or become insolvent (however defined) or generally fail to pay its debts as they become due, or (iii) files or has filed against it, voluntarily or involuntarily, a petition in bankruptcy or for reorganization under the United States Bankruptcy Code which filing is not dismissed within thirty (30) days, or (iv) initiates or has initiated against it, voluntarily or involuntarily, any act, process or proceeding under any insolvency law or other statute or law providing for the modification or adjustment of the right of creditors, or (v) dissolves or liquidates.

7. Remedies upon Event of Default. Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may, at its option, exercise any one or more of the following rights and remedies:

- (a) Without limitation of any remedy available under the terms of the Note, declare the Note immediately due and payable, and the same shall thereupon be immediately due and payable without presentment or other notice or demand;
- (b) exercise and enforce any or all rights and remedies available upon default to a secured party under the UCC, including but not limited to, the right to enter upon the premises where any Collateral is located, without any obligation to pay rent (but subject to the rights of landlords or other third parties), take possession of the Collateral, proceeding without or by judicial process or by judicial process (without a prior hearing or notice thereof, which Debtor hereby expressly waives), and the right to sell, lease or otherwise dispose of any or all of the Collateral at public or private sales, upon such terms and conditions as it may deem advisable and at such prices as it may deem best; provided, that Secured Party shall have the right upon any such public sale and to the extent

permitted under the UCC and other applicable law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right of equity or redemption of Debtor, which right or equity is hereby waived and released; and in connection therewith, Secured Party may request, and Debtor hereby agrees, to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party, and if notice to Debtor of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified in Section 10) at least ten calendar days prior to the date of intended disposition or other action; or

- (c) exercise or enforce any or all rights or remedies available to Secured Party by law or agreement against the Collateral, against Debtor, or against any other person or property.

8. Other Personal Property. Unless at the time Secured Party takes possession of any tangible Collateral, or within seven (7) days thereafter, Debtor gives written notice to Secured Party of the existence of any goods, papers or other property of Debtor, not affixed to or constituting a part of such Collateral, but which are located or found or within such Collateral, describing such property, Secured Party shall not be responsible or liable to Debtor for any action taken or omitted by or on behalf of Secured Party with respect to such property without actual knowledge of the existence of any such property or without actual knowledge that it was located or to be found upon or within such Collateral.

9. Proceeds To be Turned Over to Secured Party. All proceeds of any Collateral received by Debtor during the continuance of an Event of Default in cash or cash equivalents shall be held by Debtor in trust for Secured Party, segregated from other funds of Debtor, and shall, promptly upon receipt by Debtor, be turned over to Secured Party in the exact form received (with any necessary endorsement).

10. Miscellaneous. This Agreement does not contemplate a sale of Accounts, contract rights or chattel paper, and as provided by law, Debtor is entitled to any surplus and shall remain liable for any deficiency. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor or Secured Party shall be deemed sufficiently given if delivered or mailed by registered or certified mail, postage prepaid, to such party at its address set forth above or, in the case of Debtor, to Debtor at the most recent address shown on Secured Party's records. Secured Party's duty of care with respect to any Collateral in its possession shall be deemed fulfilled if Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall not be obligated to preserve any rights Debtor may have against other parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, representatives, successors and assigns; provided, however, that Debtor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of Secured Party. Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. This Agreement shall be governed by the internal laws (including, without limitation, 735 ILCS Section 105/5-1 Et Seq, but otherwise without regard to the conflict of laws provisions) of the State of Illinois. If any provision or

application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. If any payment made by Debtor and applied to the Obligations is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or the proceeds of any Collateral are required to be returned by the Secured Party to such person, its estate, trustee, receiver or any other party, including Debtor, under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, the Security Interest or other Collateral securing such liability shall be and remain in full force and effect, as fully as if such payment had never been made. If, prior to any of the foregoing, the Security Interest or other Collateral securing Debtor's liability hereunder shall have been released or terminated by virtue of the foregoing, the Security Interest or other Collateral shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligations of Debtor in respect of the Security Interest or other Collateral securing such obligation or the amount of such payment.

A-S Medication Solutions LLC, a Nebraska limited liability company

By: Walter Hoff  
Walter Hoff, its Manager

Schedule 1  
Intellectual Property

TouchScripts, United States Patent and Trademark Office Registration No. 2,164,423.

Software and copyrights for TouchScripts v 7.9 and v 4.3; Integration Professional; and Alpha System.