

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|---------------------------|
| PORTICO SYSTEMS, INC. | | 04/17/2009 | CORPORATION: PENNSYLVANIA |

RECEIVING PARTY DATA

| | |
|-------------------|----------------------------|
| Name: | COMERICA BANK |
| Street Address: | 39200 Six Mile Road |
| Internal Address: | MC 7576 |
| City: | Livonia |
| State/Country: | MICHIGAN |
| Postal Code: | 48152 |
| Entity Type: | Texas banking association: |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Serial Number: | 77606017 | INTEGRATED PROVIDER MANAGEMENT |
| Registration Number: | 3032393 | CHOREO |
| Serial Number: | 78718088 | PORTICO |
| Serial Number: | 78279098 | PORTICO |
| Serial Number: | 78233870 | FMG TECHNOLOGIES |
| Serial Number: | 78194693 | BECAUSE COMMITMENT DELIVERS MORE THAN JUST TECHNOLOGY |
| Serial Number: | 75698182 | FMG |

CORRESPONDENCE DATA

Fax Number: (858)550-6420
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

900132541

**TRADEMARK
 REEL: 003976 FRAME: 0109**

CH \$190.00 77606017

Address Line 1: c/o Cooley Godward Kronish LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: SAN DIEGO, CALIFORNIA 92121

| | |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 036703-1299 PORTICO |
| NAME OF SUBMITTER: | Erin O'Brien |
| Signature: | /Erin O'Brien/ |
| Date: | 04/23/2009 |

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 17, 2009 by and between **COMERICA BANK** ("**Bank**") and **PORTICO SYSTEMS, INC.**, a corporation organized under the laws of the Commonwealth of Pennsylvania ("**Grantor**").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of May 30, 2007, as amended by that certain First Amendment to Loan and Security Agreement dated as of September 11, 2007, that certain First (sic) Amendment and Waiver to Loan and Security Agreement dated as of December 19, 2007, that certain Third Amendment and Waiver to Loan and Security Agreement dated as of May 7, 2008, and that certain Consent to Purchase and Fourth Amendment to Loan and Security Agreement dated as of October 3, 2008 (collectively, the "Loan Agreement"). Borrower and Bank desire to amend the Agreement in accordance with the terms of that certain Consent to Purchase and Fifth Amendment to Loan and Security Agreement dated as of the date hereof (the "Amendment").

Bank has agreed to enter into the Amendment, provided, among other things, that Borrower amends the Collateral and agrees to grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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 obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

518 East Township Line Road, Suite 100
Blue Bell, PA 19422

Attn: Chief Executive Officer

PORTICO SYSTEMS, INC.

By: 
Title: CEO

BANK:

Address of Bank:

m/c 7578
39200 W. Six Mile Road
Livonia, MI 48152

Attn: National Documentation Services

COMERICA BANK

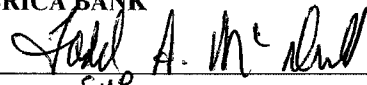
By: 
Title: SVP

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|--------------------------------|--------------------------|
|--------------------|--------------------------------|--------------------------|

EXHIBIT B

Patents

| Description | Application / Patent Number | Application/ Issue Date |
|--|--|------------------------------------|
| Enterprise Management System | 11/430,753 | 05/09/06 |
| Gateways having localized in memory databases and business logic execution | 11/566,073 | 12/01/06 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Serial / Registration Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| Integrated Provider Management | 77/606,017 | 11/03/08 |
| Choreo | 3,032,393 | 12/20/05 |
| PORTICO (4) STANDARD CHARACTER MARK | 78/718,088 | 02/06/07 |
| PORTICO (1) TYPED DRAWING | 78/279,098 | 12/28/04 |
| FMG TECHNOLOGIES (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM | 78/233,870 | 01/11/05 |
| BECAUSE COMMITMENT DELIVERS MORE THAN JUST TECHNOLOGY | 78/194,693 | 07/27/04 |
| FMG (1) TYPED DRAWING | 75/598,182 | 01/23/01 |