

**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
eHealth Solutions Inc.		07/03/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Omnicare, Inc.
Street Address:	100 East RiverCenter Blvd.
Internal Address:	1600 RiverCenter
City:	Covington
State/Country:	KENTUCKY
Postal Code:	41011
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3505305	MOBILE, INFORMED & CONNECTED
Registration Number:	3345730	SIGMACARE
Registration Number:	3255569	SIGMA CARE
Registration Number:	3570536	SIGMA SAFE
Registration Number:	3255567	SIGMA HEALTH
Registration Number:	3345729	SIGMAPOINT
Registration Number:	3255568	SIGMA POINT
Registration Number:	3327691	SIGMASAFE
Serial Number:	78804707	SIGMAHEALTH

**CORRESPONDENCE DATA**

Fax Number: (813)227-8234  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 813-229-8900

OP \$240.00 3505305

Email: ptomail@shutts.com  
Correspondent Name: Joseph R. Englander  
Address Line 1: 100 S. Ashley Drive  
Address Line 2: Suite 1500  
Address Line 4: Tampa, FLORIDA 33602

ATTORNEY DOCKET NUMBER:	25963.0509
NAME OF SUBMITTER:	Joseph R. Englander
Signature:	/joseph r. englander/
Date:	07/08/2009

**Total Attachments: 24**

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## MASTER SECURITY AGREEMENT

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**THIS MASTER SECURITY AGREEMENT** (this "Agreement") is made and entered into effective as of July 3, 2009, between **eHEALTH SOLUTIONS INC.**, a Delaware corporation (the "Company") and **OMNICARE, INC.**, a Delaware corporation (the "Secured Party").

### **Background Information:**

On the date of this Agreement, the Company has issued to the Secured Party (i) that certain Senior Secured Convertible Note (the "Senior Note") pursuant to a Securities Purchase Agreement dated as of the date hereof (the "Securities Purchase Agreement"), between the Company and the Secured Party, and (ii) that certain Revolving Promissory Note (the "Revolving Note") pursuant to a Revolving Credit Agreement dated as of the date hereof (the "Credit Agreement"), between the Company and the Secured Party. The Secured Party has required the execution and delivery of this Agreement by the Company as a material inducement for the Secured Party to purchase the Senior Note and the Revolving Note pursuant to the Securities Purchase Agreement and the Credit Agreement, respectively, and to otherwise consummate the transactions contemplated thereby.

**NOW THEREFORE**, in consideration of the foregoing background information, the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

### **Article 1**

#### **Grant of Security Interest; Etc.**

The Company hereby grants to the Secured Party a continuing security interest in and lien on the properties, assets, and rights of the Company, as set forth on Exhibit A attached hereto and incorporated herein by this reference, wherever located and whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all such properties, assets, rights, proceeds and products hereinafter sometimes called, collectively, the "Collateral").

### **Article 2**

#### **Obligations Secured**

The Collateral hereunder constitutes and will constitute continuing security for all the obligations of the Company to the Secured Party and its successors and assigns, now existing or hereafter arising or created, direct, indirect or secondary, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, under (a) this Agreement, (b) the Senior Note and the Securities Purchase Agreement and any and all modifications, extensions or renewals thereof from time to time, including, without limitation, any increase in the principal amount of the Senior Note, (c) the Revolving Note and Credit Agreement and any and all modifications, extensions or renewals thereof from time to time, including, without limitation, any increase in the principal amount of the Revolving Note, (d) any and all other indebtedness, liabilities or obligations of the Company to the Secured Party for borrowed money, and any and all modifications, extensions or renewals thereof, and (e) any and all other indebtedness, liabilities or obligations of the Company to the Secured Party relating to sums owed under any other instrument evidencing, securing or in any way concerning the debt evidenced by the Senior

Note, the Revolving Note and any and all modifications, extensions or renewals thereof (all of the foregoing hereinafter collectively referred to as the "Obligations").

**Article 3**  
**Pro Rata Security;**  
**Application of Proceeds of Collateral**

All amounts owing with respect to the Obligations shall be secured by the Collateral without distinction as to whether some Obligations are then due and payable and other Obligations are not then due and payable. Upon any realization upon the Collateral by the Secured Party, the Company and the Secured Party agree that the proceeds thereof shall be applied (a) first, to the payment of expenses incurred with respect to maintenance and protection of the Collateral pursuant to Article 4 and of expenses incurred pursuant to Article 11 with respect to the sale of or realization upon, any of the Collateral or the perfection, enforcement or protection of the rights of the Secured Party (including reasonable attorneys' fees and expenses of every kind, including, without limitation, reasonable allocated costs of staff counsel) and (b) second, to all amounts of interest, expenses, and fees outstanding which constitute the Obligations, and (c) third, to the unpaid principal amount of the Obligations. The Company and the Secured Party agree that all amounts received with respect to any of the Obligations, whether by realization on the Collateral or otherwise, shall be applied to the payment of the Obligations in accordance with the provisions of this Article 3.

**Article 4**  
**Representations, Warranties,**  
**and Covenants of the Company**

**Section 4.1. Real Property.** The Company represents and warrants to the Secured Party that the real property listed in Section II of the Perfection Certificate, attached hereto as Exhibit B (the "Perfection Certificate"), constitutes all of the real property that the Company leases and that the Company owns no real property. The Company agrees to notify the Secured Party of any other real property that it may hereafter acquire or lease. The Company agrees that it will execute and deliver to the Secured Party mortgages and other instruments and file the same in the appropriate recording offices at such times as any mortgageable right, title or interest is acquired in the future by the Company in any other real property and will execute and deliver to the Secured Party, landlords' waivers with respect to any real property the Company leases in the future. All such mortgages and other instruments shall secure all of the Obligations pro rata and shall be on terms and conditions satisfactory to the Secured Party as evidenced by its written consent thereto.

**Section 4.2. Certificates of Title; Location of Collateral.** The Company represents and warrants to the Secured Party that Collateral for which certificates of title are required will be titled in the jurisdictions listed in Section II(G) of the Perfection Certificate. Collateral for which no certificate of title is required but for which registration under motor vehicle laws is required will be registered in the jurisdictions listed in Section II(G) of the Perfection Certificate. Collateral for which no registration or certificate of title is required will be located at the facilities of the Company listed on Section II(A) of the Perfection Certificate. The Company will not permit any Collateral to be removed from the locations specified on Section II of the Perfection Certificate without the prior written consent of the Secured Party.

**Section 4.3. Locations of Chief Executive Office.** The Company represents and warrants to the Secured Party that the location of the Company's executive offices and the location where the books and records of the Company are kept is 360 West 31<sup>st</sup> Street, Suite 302, New York, NY 10001. The Company

agrees that it will not change the location of its chief executive office or the location where its books and records are kept without giving the Secured Party sixty (60) business days prior written notice of its relocation address.

**Section 4.4. Ownership of Collateral.**

(a) The Company represents and warrants to the Secured Party that it is the owner of the Collateral free from any adverse lien, security interest or encumbrance.

(b) Except for the security interests herein granted and the Permitted Encumbrances (as identified in the Securities Purchase Agreement), the Company is and shall at all times be the owner of the Collateral free of any lien, security interest or encumbrance, and the Company shall defend the same against all claims and demands of all persons at any time claiming the same or any interest therein adverse to the Secured Party.

**Section 4.5. Sale or Disposition of the Collateral.** Except for sales from inventories of finished goods in the ordinary course of the Company's business, the Company will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the prior written consent of the Secured Party.

**Section 4.6. Insurance.** The Company shall have and maintain at all times with respect to the Collateral such insurance as is customarily held by similarly situated businesses, but in any event, such insurance coverage shall not be less than the coverage reasonably agreed to by the Company and the Secured Party, such insurance to be payable to the Secured Party and to the Company as their interests may appear. All policies of insurance shall provide for thirty (30) calendar days' written minimum cancellation notice to the Secured Party. In the event of failure to provide and maintain insurance as herein provided, the Secured Party may, at its option, provide such insurance, and the Company hereby promises to pay to the Secured Party on demand the amount of any disbursements made by the Secured Party for such purpose. The Company shall furnish to the Secured Party certificates or other evidence satisfactory to the Secured Party of compliance with the foregoing insurance provisions. The Secured Party may, upon written notice to the Company, act as attorney for the Company in obtaining, adjusting, settling and canceling any insurance claims in excess of \$200,000 ("Material Claims"); provided, however, that the Company provides written notice to the Secured Party of any pending Material Claims. Any amounts collected or received under any such Material Claims for which, in the reasonable opinion of Lender, there is insufficient insurance coverage, shall be released as the Secured Party directs or if it is not necessary for the continued operations of the Business, then it may be applied by the Secured Party to the Obligations in accordance with the provisions of Article 3, or at the option of the Secured Party, the same may be released to the Company, but such application or release shall not cure or waive any default hereunder and no amount so released shall be deemed a payment on any Obligation secured hereby.

**Section 4.7. Acknowledgement.** The Company acknowledges receipt of the following notice: "Unless you [the Company] provide evidence of the insurance coverage required by your agreement with us [the Secured Party], we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total

outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.”

**Section 4.8. Maintenance of Collateral.** The Company will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon. The Secured Party may inspect the Collateral at any reasonable time, wherever located. The Company will pay promptly when due all taxes and assessments upon the Collateral, the use or operation of the Collateral, or as a result of this Agreement. In its discretion, the Secured Party may discharge taxes and other encumbrances at any time levied or placed on the Collateral which remain unpaid and make repairs thereof and pay any necessary filing fees. The Company agrees to reimburse the Secured Party on demand for any and all expenditures so made, and until paid the amount thereof shall be a debt secured by the Collateral. The Secured Party shall have no obligation to the Company to make any such expenditures, nor shall the making thereof relieve the Company of any default.

**Section 4.9. Other Covenants Regarding Collateral.** The Company makes the following covenants with Secured Party regarding the Collateral:

(a) the Company shall use the Collateral only in the ordinary course of its business and will not permit the Collateral to be used in violation of any applicable law or policy of insurance;

(b) the Company, as agent for Secured Party, shall defend the Collateral against all claims and demands of all Persons, except for Permitted Encumbrances;

(c) the Company shall, at Secured Party’s reasonable request, obtain and deliver to Secured Party such waivers as Secured Party may require waiving the landlord’s, mortgagee’s or other lienholder’s enforcement rights against the Collateral and assuring Secured Party’s access to the Collateral in exercise of its rights hereunder;

(d) the Company shall not sell, assign or discount any of its Accounts, Chattel Paper or any promissory notes other than the discount of such Accounts, Chattel Paper or any promissory notes in the ordinary course of business for collection;

(e) the Company shall promptly deliver to Secured Party all promissory notes, drafts, trade acceptances, chattel paper, instruments or documents of title which are Collateral, appropriately endorsed to Secured Party’s order;

(f) except for sales of Inventory in the ordinary course of business, the Company shall not sell, assign, lease, transfer, pledge, hypothecate or otherwise dispose of or encumber any Collateral or any interest therein;

(g) the Company shall promptly notify Secured Party of any future patents, trademarks or copyrights owned by the Company and any license agreements entered into by the Company authorizing the Company to use any patents, trademarks or copyrights owned by third parties; and

(h) the Company shall not, unless it shall have given sixty (60) days’ advance written notice thereof to Secured Party, (a) change its name or use any new trade or fictitious name, (b) change the location of its chief executive office or other office where books or records are kept or (c) permit any Inventory or other tangible Collateral to be located at any location other than as specified in the Perfection Certificate.

**Section 4.10. Source Code Escrow Agreement.** On or prior to the date of this Agreement, the Company, at its sole expense, shall escrow with a reputable escrow company reasonably acceptable to Secured Party all source code and related documentation (including programmer's notes, to the extent embedded in such source code) for all software owned by the Company (the "Owned Software"), a list of the Owned Software is set forth on Schedule 6 to the Perfection Certificate. The Company shall periodically provide updates of the latest versions of the Owned Software to the escrow agent promptly following the release of such software. The escrow agreement shall be in a form acceptable to Secured Party and provide for the release of the Owned Software to Secured Party upon the occurrence of any of the following:

(i) the Company's default (giving effect to any cure periods set forth in the Senior Note or Credit Agreement, as appropriate) in the payment of principal, interest or any other amounts owing by the Company to the Secured Party under the Senior Note or the Credit Agreement and such default continues without cure for ninety (90) days; or

(ii) the Company is unwilling or unable to maintain or support the Owned Software or versions thereof as required by the Company's customer license agreements or the Collaborative Marketing Agreement; or

(iii) the Company ceases its ongoing business operations or ceases the sale, maintenance or licensing of the Owned Software; or

(iv) the Company has availed itself of, or becomes the subject of, a voluntary petition for bankruptcy or an involuntary petition for bankruptcy, an assignment by the Company for the benefit of its creditors, the appointment of a receiver for the Company, or any other proceeding involving insolvency or the protection of, or from, creditors, and the same has not been discharged, terminated or dismissed within thirty (30) days of such occurrence; or

(v) the Company is voluntarily or involuntarily liquidated; or

(vi) joint written instructions from the Company and the Secured Party.

**Section 4.11. Further Assurances by the Company.** The Company agrees to execute and deliver to the Secured Party from time to time at its request all documents and instruments, including financial statements, and to take all action as the Secured Party may reasonably deem necessary or proper to perfect or otherwise protect the security interest and lien created hereby.

## **Article 5 Concerning Financing Statement**

The Company shall do, make, execute, and deliver all such additional and further acts, things, deeds, assurances and instruments the Secured Party may reasonably require more completely to vest in and assure to the Secured Party its rights under or in any of the Collateral, including without limitation execution and delivery of financing statements which the Secured Party deems appropriate to perfect and continue the security interests hereby granted; and the Company irrevocably authorizes the Secured Party or its designee, at the Company's expense, to file such financing statements with respect hereto, with or without the Company's signature, as the Secured Party may deem appropriate, and appoint the Secured Party as the Company's attorney-in-fact to execute such financing statements. The Company expressly agrees to deliver to the Secured Party any and all certificates of title, together with fully completed applications for title, issued under any motor vehicle registration or like law with respect to any

Collateral. The Company hereby authorizes the Secured Party to record its lien upon each such certificate of title and appoints the Secured Party as its attorney-in-fact to take whatever action is necessary (including, but not limited to, the execution and recordation of any lien notice) to cause such lien to appear on each such certificate of title. The Company also ratifies their authorization for the Secured Party to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

## **Article 6 Securities as Collateral**

The Secured Party may at any time, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Obligations. Whether or not the Obligations are due, the Secured Party may demand, sue for, collect or make any settlement or compromise it deems desirable with respect to the Collateral. Regardless of the adequacy of the Collateral or any other security for the Obligations, any deposits or other sums credited by or due from the Secured Party to the Company may at any time be applied to or set off against any of the Obligations. The Secured Party and all present and future holders of and participants in the Obligations hereby agree that the amount of any such setoff shall be applied as provided in Article 3 hereof.

## **Article 7 Remedies**

**Section 7.1. Events of Default.** The Secured Party shall be entitled to exercise the remedies provided by Section 7.2 hereof in accordance with the terms thereof if one or more of the following events (each an “Event of Default”) shall occur:

(a) there shall have occurred any “Event of Default” (as such term is defined, respectively, in the Senior Note, the Revolving Note or the Credit Agreement); or

(b) the Company shall fail to perform or observe any covenant set forth in this Agreement and such failure shall not be cured to the satisfaction of Secured Party within fifteen (15) calendar days after notice from Secured Party.

**Section 7.2. Remedies.** Upon the occurrence of any Event of Default under Section 7.1 hereof (whether or not any acceleration of the maturity of the amount due in respect of any of the Obligations shall have occurred), to the fullest extent permitted by applicable law:

(a) The Secured Party shall have, in addition to all other rights and remedies given it by any instrument or other agreement evidencing, or executed and delivered in connection with any of the Obligations or otherwise allowed by law, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Company is organized or in which the Collateral may be located, and without limiting the generality of the foregoing, the Secured Party may, without (to the fullest extent permitted by law) demand of performance or advertisement or notice of intention to sell or of time or place of sale or of redemption or other notice or demand whatsoever, (except that the Secured Party shall give to the Company at least ten (10) days’ notice of the time and place of any proposed sale or other disposition), all of which are hereby expressly waived to the fullest extent permitted by law, sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Collateral in or upon which the Secured Party shall have a security interest or lien



hereunder or any interest which the Company may have therein. Such sale shall be at such locations as the Secured Party may designate in such notice. The Secured Party shall have the right to conduct such sales on the Company's premises. All public or private sales may be adjourned from time to time in accordance with applicable law. The Secured Party shall have the right to sell, lease, or otherwise dispose of the Collateral, or any part thereof, for cash, credit or any combination thereof. After deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for legal services) as provided in Article 11, the Secured Party shall apply the residue of such proceeds toward the payment of the Obligations in accordance with Article 3 of this Agreement, the Company remaining liable for any deficiency remaining unpaid after such application. If notice of any sale or other disposition is required by law to be given to the Company, the Company hereby agrees that a notice given as provided herein shall be reasonable notice of such sale or other disposition. The Company also agrees to assemble the Collateral at such place or places as the Secured Party reasonably designates by written notice. At such sale or other disposition the Secured Party may itself, and any other person or entity owed any Obligation may itself, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Company, which right is hereby waived and released to the fullest extent permitted by law. Any purchaser owed any Obligation may set-off the amount of the purchase price against such Obligations.

(b) Furthermore, without limiting the generality of any of the rights and remedies conferred upon the Secured Party under Section 7.2(a) hereof, the Secured Party, to the fullest extent permitted by law, may enter upon the premises of the Company, exclude the Company therefrom and take immediate possession of the Collateral, either personally or by means of a receiver appointed by a court therefor, using all necessary force to do so, and may, at its option, use, operate, manage and control the Collateral in any lawful manner and may collect and receive all rents, income, revenue, earnings, issues and profits therefrom, and may maintain, repair, renovate, alter or remove the Collateral as the Secured Party may determine in its discretion, and any such moneys so collected or received by the Secured Party shall be applied to, or may be accumulated for application upon, the Obligations in accordance with this Agreement.

(c) The Secured Party may, upon written notice to the Company (unless, in the Secured Party's sole discretion, providing notice may prejudice or impair the Secured Party's rights or remedies), (i) proceed to protect and enforce rights by suit in equity, action at law, and/or other appropriate proceeding either for specific performance of any covenant, provision or condition contained or incorporated by reference in this Agreement, the Senior Note, the Securities Purchase Agreement, the Revolving Note, the Credit Agreement or the Stockholders Agreement, (ii) exercise any other remedy or right available to the Secured Party under this Agreement, the Senior Note, the Securities Purchase Agreement, the Revolving Note, the Credit Agreement or the Stockholders Agreement, or at law or equity, or (iii) (unless the unpaid balance of the Senior Note or the Revolving Note shall automatically become due and payable pursuant to the terms thereof) may, subject to the respective terms of the Senior Note and the Revolving Note, declare all or any part of the unpaid principal amount of the Senior Note and Revolving Note, respectively, then outstanding to be forthwith due and payable, and thereupon such unpaid principal amount or part thereof, together with interest accrued thereon shall become so due and payable without presentation, presentment, protest or further demand or notice of any kind, all of which are hereby expressly waived, and proceed to enforce payment of such amount or part thereof in such manner as it may elect.

**Section 7.3. Waivers.** In connection with the occurrence of any Event of Default or the exercise of any remedy available to the Secured Party, the Company hereby waives, to the extent not prohibited by applicable law, (a) all presentments, demands for performance and notices of nonperformance (except to the extent specifically required by the provisions hereof), (b) any requirement of diligence or promptness on the part of any holder of the Senior Note and the Revolving Note in the enforcement of its rights under

the provisions thereof, the Securities Purchase Agreement, the Credit Agreement, the Stockholders Agreement or this Agreement, and (c) any and all notices of every kind and description that may be required to be given by any statute or rule of law.

**Section 7.4. Course of Dealing.** No course of dealing between the Company on the one hand, and the Secured Party on the other hand, shall operate as a waiver of any rights under this Agreement, the Senior Note, the Securities Purchase Agreement, the Revolving Note, the Credit Agreement or the Stockholders Agreement. No delay or omission in exercising any right under this Agreement shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any other occasion.

**Section 7.5. Remedies Not Exclusive.** Each of the remedies hereunder that are available to the Secured Party, are cumulative and not exclusive, and the Secured Party may exercise any or all such remedies at such time and in such manner in its sole discretion. Nothing herein shall limit any right or remedy set forth in the Senior Note, the Securities Purchase Agreement, the Revolving Note, the Credit Agreement or the Stockholders Agreement.

**Section 7.6. Notice of Enforcement Action.** The Secured Party agrees that it will give notice to the Company of any enforcement action taken by it pursuant to this Article 7 promptly after commencing such action.

## **Article 8 Marshalling**

The Secured Party shall not be required to marshal any present or future security for (including but not limited to this Agreement and the Collateral subject to the security interest created hereby), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of its rights hereunder and in respect of such securities and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, each of the Company hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights under this Agreement or under any agreement under which any of the Obligations is outstanding or under any agreement under which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may, each of the Company hereby irrevocably waives the benefits of all such laws.

## **Article 9 Company's Obligations Not Affected**

To the extent permitted by law, the obligations of the Company under this Agreement shall remain in full force and effect without regard to, and shall not be impaired by (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Company, to the extent permitted by law; (b) any exercise or nonexercise, or any waiver, by the Secured Party of any right, remedy, power or privilege under or in respect of any of the Obligations or any security therefor (including this Agreement); (c) any amendment to or modification of this Agreement, the Shareholders Agreement, the Senior Note, the Revolving Note, the Credit Agreement or any instrument evidencing any of the Obligations or pursuant to which any of them were issued; (d) any amendment to or modification of any instrument or agreement (other than this Agreement) securing any of the Obligations; or (e) the taking of additional security for or any guaranty of any of the Obligations or

the release or discharge or termination of any security or guaranty for any of the Obligations; and whether or not the Company shall have notice or knowledge of any of the foregoing.

#### **Article 10 No Waiver**

No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Secured Party of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby granted to the Secured Party or the future holders of any of the Obligations or allowed to any of them by law or other agreement, including without limitation, the Shareholders Agreement, the Securities Purchase Agreement, the Senior Note, the Revolving Note, the Credit Agreement or any other document evidencing security therefor, shall be cumulative and not exclusive of any other, and, subject to the provisions of this Agreement, may be exercised by the Secured Party or the future holders of any of the Obligations from time to time.

#### **Article 11 Expenses**

The Company agrees to pay, on demand, all reasonable costs and expenses (including reasonable attorneys' fees and expenses for legal services of every kind, including, without limitation, reasonable allocated costs of staff counsel) of the Secured Party incidental to the sale of or realization upon, any of the Collateral or in any way relating to the perfection, enforcement or protection of the rights of the Secured Party hereunder. The Secured Party may at any time apply to the payment of all such costs and expenses all moneys of the Company or other proceeds arising from its possession or disposition of all or any portion of the Collateral.

#### **Article 12 Consents, Amendments, Waivers**

Any term of this Agreement may be amended and the performance or observance by the Company of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument signed by the Company and the Secured Party.

#### **Article 13 Applicable Law; Dispute Resolution**

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws, and the laws of the State of Delaware shall govern the perfection of security interests in the Collateral or realization upon the Collateral. The parties hereby submit to the exclusive jurisdiction of any state or federal court located within New York County, New York, over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby, and further agree that venue for all such matters shall lie exclusively in those courts and that process for any such action or proceeding may be served on any party anywhere in the world. The parties hereby irrevocably waive, to the fullest

extent permitted by applicable law, any objection which they may now or hereafter have, including, but not limited to, any claim of forum non conveniens, to venue in the courts noted above. Each of the parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY** in any dispute hereunder, and consents to any and all relief ordered by the court, after the time for appeal has expired.

#### **Article 14 Parties in Interest**

No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, except that Secured Party may assign, in writing, any of its rights and delegate any of its obligations under this Agreement to any of its subsidiaries or affiliates. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Article 14.

#### **Article 15 Termination**

Upon payment in full of all of the Obligations, including without limitation the principal balance of the Senior Note, the Revolving Note and all accrued unpaid interest thereon in accordance with their terms, and the termination of the Credit Agreement pursuant to its terms, this Agreement shall terminate and the Company be entitled to the return, at their expense, of such Collateral in the possession or control of the Secured Party as has not theretofore been disposed of pursuant to the provisions hereof.

#### **Article 16 Notices**

Except as otherwise expressly provided herein, all notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand, (b) one (1) business day following delivery to a nationally recognized overnight courier service (costs prepaid), or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other parties pursuant to this Article 16):

If to the Company:

eHealth Solutions Inc.  
360 West 31<sup>st</sup> Street, Suite 302  
New York, NY 10001  
Attention: Mr. Stephen Pacicco  
Facsimile: (212) 244-5038  
E-Mail: [spacicco@ehealthsolutions.com](mailto:spacicco@ehealthsolutions.com)

with a copy to:

Sonnenschein Nath & Rosenthal LLP  
233 S. Wacker Drive, Suite 7800  
Chicago, IL 60606-6404  
Attention: L. Robert Guenther, Esq.  
Facsimile : (312) 876-7934  
E-Mail : rguentner@sonnenschein.com

If to the Secured Party:

Omnicare, Inc.  
1600 RiverCenter II  
100 East RiverCenter Boulevard  
Covington, Kentucky 41011  
Attention: Mr. Tracy Finn  
Facsimile : (859) 392-3333  
E-Mail : Tracy.Finn@omnicare.com

with a copy to:

Shutts & Bowen LLP  
100 S. Ashley Drive, Suite 1500  
Tampa, Florida 33602  
Attention: R. Alan Higbee, Esq.  
Facsimile: (813) 227-8231  
E-Mail: ahigbee@shutts.com

**Article 17**  
**Counterparts; Delivery by Facsimile**

Any number of counterparts of this Agreement may be executed and each such executed counterpart shall be deemed an original. This Agreement and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent such agreement or instrument is originally signed and delivered by means of a facsimile machine or email, shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or email to deliver an original signature or the fact that any original signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or email as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

*[The remainder of this page intentionally has been left blank. Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Master Security Agreement to be duly executed by their authorized representatives as of the date first above written.

COMPANY:

eHEALTH SOLUTIONS INC., a Delaware corporation

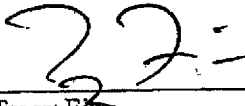
By: \_\_\_\_\_

Name: Stephen Pacicco

Title: Chief Executive Officer

SECURED PARTY:

OMNICARE, INC., a Delaware corporation

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

Name: Tracy Finn

Title: Senior Vice President

**IN WITNESS WHEREOF**, the parties hereto have caused this Master Security Agreement to be duly executed by their authorized representatives as of the date first above written.

**COMPANY:**

eHEALTH SOLUTIONS INC., a Delaware corporation

By: 

Name: Stephen Pacicco

Title: Chief Executive Officer

**SECURED PARTY:**

OMNICARE, INC., a Delaware corporation

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

Name: Tracy Finn

Title: Senior Vice President

**EXHIBIT A**  
**Description of Collateral**

This financing statement covers all of the Company's (as that term is defined in this Master Security Agreement) right, title and interest in and to the following types (or items) of property, whether now owned or existing or hereafter acquired or arising (the "Collateral"):

Accounts; Chattel Paper; Commercial Tort Claims; Controlled Property; Data Processing Records and Systems; Deposit Accounts; Documents; Equipment and Fixtures; General Intangibles; Goods; Instruments; Inventory; Investment Property; Letter-of-Credit Rights; Proceeds (whether cash or non-cash Proceeds, including Insurance Proceeds and non-cash Proceeds of all types); Products of all the foregoing; and Supporting Obligations.

For purposes of this financing statement, the following items shall have the following meanings:

"Accounts" shall have the meaning provided in the UCC.

"Chattel Paper" shall have the meaning provided in the UCC and shall include, without limitation, all Electronic Chattel Paper and Tangible Chattel Paper.

"Commercial Tort Claim" shall have the meaning provided in the UCC.

"Controlled Property" shall mean property of every kind and description in which Debtor has or may acquire any interest, now or hereafter at any time in the possession or control of Secured Party for any reason and all dividends and distributions on or other rights in connection with such property.

"Data Processing Records and Systems" shall mean all of Debtor's now existing or hereafter acquired electronic data processing and computer records, software (including, without limitation, all "Software" as defined in the UCC), systems, manuals, procedures, disks, tapes and all other storage media and memory.

"Deposit Accounts" shall have the meaning provided in the UCC and shall include, without limitation, any demand, time, savings, passbook or similar account maintained with a bank.

"Document" shall have the meaning provided in the UCC.

"Electronic Chattel Paper" shall have the meaning provided in the UCC.

"Equipment" shall have the meaning provided in the UCC.

"Fixtures" shall have the meaning provided in the UCC.

"General Intangibles" shall have the meaning provided in the UCC and shall include, without limitation, all Payment Intangibles.

"Goods" shall have the meaning provided in the UCC and shall include embedded "Software" to the extent included in "Goods" as defined in the UCC.

"Instruments" shall have the meaning provided in the UCC.

"Insurance Proceeds" shall mean all proceeds of any and all insurance policies payable to Debtor with respect to any Collateral, or on behalf of any Collateral, whether or not such policies are issued to or owned by Debtor.



**EXHIBIT A**  
**Description of Collateral**

“Inventory” shall have the meaning provided in the UCC.

“Investment Property” shall have the meaning provided in the UCC.

“Letter-of-Credit Rights” shall have the meaning provided in the UCC.

“Payment Intangibles” shall have the meaning provided in the UCC.

“Proceeds” shall have the meaning provided in the UCC.

“Products” shall mean any goods now or hereafter manufactured, processed or assembled with any of the Collateral.

“Supporting Obligations” shall have the meaning provided in the UCC.

“Tangible Chattel Paper” shall have the meaning provided in the UCC.

“UCC” shall mean the Uniform Commercial Code as enacted in the State of Delaware, as amended from time to time; provided, however, that: (a) to the extent that the UCC is used to define any term herein, and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern; and (b) if, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the Secured Party’s security interest in any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of Delaware, the term “UCC” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection or priority of, or remedies with respect to, the Secured Party’s security interest and for purposes of definitions related to such provisions.

**EXHIBIT B**

**Perfection Certificate**

The undersigned officer of EHEALTH SOLUTIONS INC., a Delaware corporation (the "Company"), hereby certifies, with reference to the Security Agreement dated as of July 3, 2009, between the Company and Omnicare, Inc. ("Secured Party") (terms defined therein being used herein as therein defined), to Secured Party as follows:

I. **Names.**

- A. The exact corporate name of the Company as it appears in its certificate of incorporation is as follows: EHEALTH SOLUTIONS INC.
- B. Set forth below is each other corporate name the Company has had since its organization, together with the date of the relevant change: NONE
- C. The following is a list of all other names (including trade names or similar appellations) used by the Company or any of its divisions or other business units at any time during the past five years: SIGMACARE
- D. Except as set forth in Schedule 1 to this Certificate, the Company has not changed its identity or corporate structure in any way within the past five years.

II. **Current Locations.**

- A. The chief executive office of the Company is located at the following address:

<u>Street Address</u>	<u>County</u>	<u>State</u>
360 West 31 <sup>st</sup> Street, Suite 302	New York	New York

- B. The following are all the places of business of the Company not identified above:

<u>Street Address</u>	<u>County</u>	<u>State</u>
25 Nashau Road, Suite 3E	Hillsborough	New Hampshire

**EXHIBIT B  
Perfection Certificate**

- C. The following are all the locations where the Company maintains any books or records relating to any of the Collateral:

<u>Street Address</u>	<u>County</u>	<u>State</u>
360 West 31 <sup>st</sup> Street, Suite 302	New York	New York

- D. The following are all the locations not identified above where the Company maintains any Inventory, Equipment, Instruments, documents of title, warehouse receipts or other tangible Collateral:

<u>Street Address</u>	<u>County</u>	<u>State</u>	<u>Collateral Description</u>	<u>Does Collateral Include Fixtures?</u>
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None

- E. The following are the names and addresses of all Persons other than the Company that have possession of any of the Company's Inventory, Equipment, Instruments, documents of title, warehouse receipts or other tangible Collateral:

<u>Name</u>	<u>Street Address</u>	<u>County</u>	<u>State</u>	<u>Collateral Description</u>
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<b>Grant Facility Name</b>	<b>Street</b>	<b>City</b>	<b>State</b>	<b>ZIP</b>	<b>Description</b>
Four Seasons Nursing and Rehabilitation Center	1555 Rockaway Parkway	Brooklyn	NY	11236	Computer equipment
Glengariff Health Care Center	141 Dosoris Lane	Glen Cove	NY	11542	Computer equipment
Keser Nursing and Rehabilitation Center	40 Heyward Street	Brooklyn	NY	11211	Computer equipment
Sands Point Center for Health and Rehabilitation	1440 Port Washington Blvd	Port Washington	NY	11050	Computer equipment
Port Jefferson Health Care Facility	150 Dark Hollow Road	Port Jefferson	NY	11777	Computer equipment
Woodcrest Rehabilitation & Residential Health Care Center	119-09 26th Avenue	College Point	NY	11354	Computer equipment
Huntington Hills Center for Health and Rehabilitation	400 South Service Road	Melville	NY	11747	Computer equipment
Crown Nursing & Rehabilitation Center	3457 Nostrand Avenue	Brooklyn	NY	11229	Computer equipment
Terrace Health Care Center	2678 Kingsbridge Terrace	Bronx	NY	10463	Computer equipment
Northern Manhattan Rehabilitation and Nursing Center	116 East 125th St	New York	NY	10035	Computer equipment
New Surfside Nursing Home	2241 New Haven Avenue	Far Rockaway	NY	11691	Computer equipment

**EXHIBIT B**  
**Perfection Certificate**

Golden Gate Rehabilitation & Health Care Center	191 Bradley Ave	Staten Island	NY	10314	Computer equipment
Campbell Hall Rehabilitation Center	23 Kiernan Rd	Campbell Hall	NY	10916	Computer equipment
Park Gardens Rehabilitation & Nursing Center	6585 Broadway	Riverdale	NY	10471	Computer equipment
Highfield Gardens Care Center of Great Neck	199 Community Drive	Great Neck	NY	11021	Computer equipment
Bronx Center for Rehabilitation & Health Care	1010 Underhill Ave	Bronx	NY	10472	Computer equipment
SunHarbor Manor	255 Warner Avenue	Roslyn Heights	NY	11577	Computer equipment
Park Nursing Home	128 Beach 115th Street	Rockaway Park	NY	11694	Computer equipment
Regency Extended Care Center	65 Ashburton Ave	Yonkers	NY	10701	Computer equipment

F. The following are the names and jurisdictions of incorporation of each company with respect to which the Company holds uncertificated securities: NONE

G. The following are all items of Collateral with respect to which a certificate of title has been issued by any jurisdiction or with respect to which the Company has or intends to file an application for title. Attached hereto as Schedule 2(G) are all certificates of title, applications for title or similar evidence of ownership of such Collateral. Collateral for which certificates of title are required will be titled in the jurisdictions listed in Schedule 2(G). Collateral for which no certificate of title is required but for which registration under motor vehicle laws is required will be registered in the jurisdictions listed in Schedule 2(G).

III. **Prior Locations.**

A. Set forth below is the information required by subparagraphs (a), (b) and (c) of paragraph 2 with respect to each location or place of business maintained by the Company at any time during the past five years: NONE

B. Set forth below is the information required by subparagraphs (d), (e) and (f) of paragraph 2 with respect to each location or bailee where or with whom Collateral has been lodged at any time during the past four months: SEE ABOVE

IV. **Unusual Transactions.** Except as set forth in Schedule 1 to this Certificate, all Accounts have been originated by the Company and all Inventory and Equipment has been acquired by the Company in the ordinary course of its business from a dealer in goods of that type.

V. **Existing Liens.** As of the date hereof, there are no (i) UCC financing statements naming the Company as debtor or seller and covering any of the Collateral, (ii) notices of the filing of any federal tax lien (filed pursuant to section 6323 of the Code) or any lien of the PBGC (filed pursuant to Section 4068 of ERISA) covering any of the Collateral or (iii) judgment liens filed against the Company, except as set forth in Schedule 5 hereto.

VI. **Patents, Trademarks, Copyrights and Software.** All patents, trademarks, copyrights and software owned by the Company as of the date hereof and all patent licenses, trademark licenses, copyright licenses and software licenses to which the Company is a party, as licensor or licensee, as of the date hereof are listed on Schedule 6 hereto.

IN WITNESS WHEREOF, I have hereunto set my hand this 3<sup>rd</sup> day of July ~~June~~, 2009.

COMPANY:

EHEALTH SOLUTIONS INC., a Delaware corporation

By: 

Name: Stephen Pacicco

Title: Chief Executive Officer

**SCHEDULE 1 TO PERFECTION CERTIFICATE**  
**CHANGES OF NAME, IDENTITY OR CORPORATE STRUCTURE;**  
**UNUSUAL TRANSACTIONS**

None

**SCHEDULE 2(G) TO PERFECTION CERTIFICATE**

**CERTIFICATES OF TITLE**

None

**SCHEDULE 5 TO PERFECTION CERTIFICATE**

**LIST OF EXISTING LIENS**

None



**SCHEDULE 6 TO PERFECTION CERTIFICATE**

**LIST OF PATENTS, TRADEMARKS, COPYRIGHTS AND SOFTWARE**

**U.S. PATENTS**

<u>Number</u>	<u>Date</u>	<u>Issue Title</u>	<u>Patent Holder</u>
None			

**PATENT LICENSES**

<u>Licensor</u>	<u>Licensee</u>	<u>Patent Number</u>	<u>Date</u>
None			

**TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
MOBILE, INFORMED & CONNECTED	3,505,305 - International Classes 39, 42	9/23/08
SIGMACARE	3,345,730 - International Classes 39, 42	11/27/07
SIGMA CARE & Design	3,255,569 - International Classes 39, 42	6/26/07
SIGMAHEALTH	3,570,536 - International Classes 38, 39	3/3/09
SIGMA HEALTH & Design	3,255,567 - International Classes 39, 42	6/26/07
SIGMAPOINT	3,345,729 - International Classes 39, 42	11/27/07
SIGMA POINT & Design	3,255,568 - International Classes 39, 42	6/26/07
SIGMASAFE	3,327,691 - International Classes 38, 39	10/30/07
SIGMA SAFE & Design	3,570,536 - International Classes 38, 39	3/3/09

**TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
None		

**TRADEMARK LICENSES**

None

**COPYRIGHTS**

None

**COPYRIGHT LICENSES**

None

**SOFTWARE**

SigmaCare  
Sigma Point

**SOFTWARE LICENSES**

<b>Company</b>	<b>Software</b>	<b>License Agreement</b>
AMA	CPT Codes	Agreement and per user annual fee
First Databank	NDDF Database	Agreement with per physician annual fee
Medimedia	PDP Formulary Content	Agreement with annual fee and per month facility fee