

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
MTS MEDICATION TECHNOLOGIES, INC.		12/22/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	One US Bank Plaza, 12th Floor		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63101		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2789198	ONDEMAND	
Registration Number:	3145962	MTS MEDICATION TECHNOLOGIES	
Registration Number:	3187124	MEDLOCKER	
Registration Number:	3399834	MEDTIMES	
Registration Number:	3410673	ACCUFLEX	
Registration Number:	3438258	INNOVATIONS FOR HEALTH.	
Serial Number:	78813680	CENTRAFILL	
Serial Number:	78965356	MEDTRAK	
Serial Number:	77598077	RXMAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)667-3633		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-552-6000		
<b>Email:</b>	ipdocket@thompsoncoburn.com		

**CH \$240.00 2789198**

**900150993**

**TRADEMARK  
 REEL: 004122 FRAME: 0567**

Correspondent Name: Thompson Coburn LLP  
Address Line 1: One US Bank Plaza  
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER: 299-84280

NAME OF SUBMITTER: Jennifer A. Visintine

Signature: /Jennifer A. Visintine/

Date: 12/30/2009

**Total Attachments: 19**

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PATENT, TRADEMARK AND LICENSE  
SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into this 22nd day of December, 2009, by MTS MEDICATION TECHNOLOGIES, INC., a Delaware corporation ("Debtor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as agent (in such capacity, the "Agent") for itself and any other entity which now or at any time hereafter shall execute the Loan Agreement (as hereinafter defined) as a "Lender" together with their respective affiliates (collectively, the "Lenders"), and for the L/C Issuer and Swing Line Lender (each as defined in the Loan Agreement).

WITNESSETH:

WHEREAS, Debtor is justly obligated to the Lenders, the Swing Line Lender, the L/C Issuer and Agent pursuant to that certain Loan Agreement dated of even date herewith made by and among Debtor, the Agent, the Lenders, the Swing Line Lender and the L/C Issuer (as the same may be amended, modified, extended or renewed, the "Loan Agreement"; capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to the Agent, the Lenders, the Swing Line Lender and the L/C Issuer entering into the Loan Agreement, the Agent, the Lenders, the Swing Line Lender and the L/C Issuer have required that Debtor execute and deliver this Agreement to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer as additional collateral security for all of Borrower's Obligations under the Loan Agreement and the other Transaction Documents; and

WHEREAS, in order to induce the Agent, the Lenders, the Swing Line Lender and the L/C Issuer to make loans to the Debtor, to issue letters of credit for the account of the Debtor or to make other financial accommodations for the benefit of the Debtor pursuant to the terms of the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer; and

WHEREAS, this Agreement is being executed in connection with and in addition to that certain Security Agreement dated as of the date hereof, under which Debtor has granted to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer a lien on and security interest in, among other things, all accounts, inventory, general intangibles, machinery, equipment, books, records, goodwill, patents and trademarks now owned or hereafter acquired by Debtor and all proceeds thereof,

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with the Agent as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer a security interest in and lien on, all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising:

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on

Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the “Patents”);

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the “Trademarks”);

(c) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Debtor and any other party, whether Debtor is licensor or licensee (all of the foregoing license agreements and Debtor’s rights thereunder are hereinafter collectively referred to as the “Licenses”);

(d) the goodwill of Debtor’s business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower’s Obligations and (ii) any and all costs of collection, including, without limitation, reasonable attorneys’ fees and expenses, incurred by the Agent, the L/C Issuer, the Swing Line Lender and/or any Lender upon the occurrence of an Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing the Agent, the L/C Issuer, the Swing Line Lender and/or any Lender in connection with any bankruptcy or insolvency proceedings, in each case, subject to any applicable limitations expressly provided in the Transaction Documents (hereinafter collectively referred to as the “Secured Obligations”). For the sake of clarity, the Patents and Trademarks exclude any rights or interests obtained or granted pursuant to any License. “Collateral” shall exclude any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed).

2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to the Agent, each of the Lenders, the Swing Line Lender and the L/C Issuer, and covenants and agrees with the Agent, each of the Lenders, the Swing Line Lender and the L/C Issuer, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and to Debtor's knowledge are not as of the date of this Agreement, the subject of any challenge to their validity or enforceability (except as otherwise specifically disclosed by Debtor in the Loan Agreement);

(b) to the best of Debtor's knowledge, each of the Trademarks and Licenses is valid and enforceable, and each of the Patents is enforceable;

(c) as of the date of this Agreement (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any and all Liens, including, without limitation, any and all pledges, assignments, licenses (other than Permitted Liens), registered user agreements, shop rights and covenants by Debtor not to sue third persons, excluding only the security interest granted to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer;

(e) Debtor has the unqualified right to enter into this Agreement and perform its terms;

(f) Debtor has made commercially reasonable efforts to use, and will continue to use commercially reasonable efforts to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents and Trademarks;

(g) as of the date of this Agreement, Debtor has the exclusive, royalty-free right to use the Patents and Trademarks, and has not granted any sublicenses or other rights under the Licenses (except as granted in the ordinary course of Debtor's business), and agrees not to transfer any rights or interest in any of the Patents, Trademarks or Licenses during the term of this Agreement without the prior written consent of the Required Lenders; and

(h) as of the date of this Agreement, Debtor has not received notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks or Licenses.

3. Inspection Rights; Product Quality. Debtor will permit inspection of Debtor's facilities that manufacture, inspect or store products sold under any of the Patents, Trademarks or Licenses and inspection of the products and records relating thereto by the Agent, each of the Lenders, the Swing Line Lender and the L/C Issuer, during normal business hours. The Agent shall limit such inspections to once each fiscal year so long as no Event of Default has occurred and is continuing. Debtor will reimburse the Agent upon demand for all reasonable costs and expenses incurred by Agent, any of the Lenders, the Swing Line Lender or the L/C Issuer in connection with any such inspection conducted by Agent, any such Lender, the Swing Line Lender and/or the L/C Issuer while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not

inhibit or delay such inspection. Debtor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices, and (ii) to provide the Agent, upon the Agent's request from time to time, with a certificate of any officer of Debtor certifying Debtor's compliance with the foregoing.

4. Further Assurances. Debtor agrees that, until (i) all of the Secured Obligations shall have been paid in full, (ii) Agent, the Lenders, the Swing Line Lender and the L/C Issuer have no further commitments or obligations to advance funds, make loans, issue letters of credit and/or extend credit to or for the account of the Debtor under the Loan Agreement, any other Transaction Document or otherwise and (iii) no Letters of Credit shall be outstanding, it will not enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement or the Loan Agreement, without the prior written consent of the Required Lenders, and Debtor agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would adversely affect the validity or enforcement of the rights transferred to the Agent under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to the Agent any and all further instruments and documents and take any and all further action that may be necessary, or that the Agent may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable the Agent to exercise its rights and remedies hereunder with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Debtor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Debtor has not previously informed the Agent, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Debtor shall give the Agent written notice thereof in accordance with Section 4.16 of the Loan Agreement.

6. Modification by Agent. Debtor authorizes the Agent to modify this Agreement by amending Schedules A, B, C, D and/or E to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Debtor if permitted by applicable law, and Agent shall deliver to Debtor prompt written notice of any such amendments.

7. Use of Patents, Trademarks and Licenses. Debtor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products or services sold by Debtor, for Debtor's and others' benefit and account in the ordinary course of business.

8. Default. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Licenses may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor's business symbolized thereby) or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all

expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations ratably among the Lenders, the Swing Line Lender and the L/C Issuer in the order set forth in the Loan Agreement. Notice of any sale or other disposition of any of the Patents, Trademarks or Licenses shall be given to Debtor at least ten (10) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by the Agent, any of the Lenders, the Swing Line Lender and/or the L/C Issuer of the Patents and Trademarks shall be without any liability for royalties or other related charges from the Agent, any of the Lenders, the Swing Line Lender or the L/C Issuer to Debtor. If an Event of Default shall occur and be continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself, the Lenders, the Swing Line Lender and the L/C Issuer, as applicable) to enforce Debtor's rights under any and all of the Patents, Trademarks and Licenses, and, if the Agent shall commence any such suit, Debtor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (i) Debtor shall pay all of the Secured Obligations in full, (ii) Agent, the Lenders, the Swing Line Lender and the L/C Issuer shall have no further commitments or obligations to advance funds, make loans, issue letters of credit and/or extend credit to or for the account of the Debtor under the Loan Agreement, any other Transaction Document or otherwise, (iii) no Letters of Credit are outstanding, and (iv) [Reserved], this Agreement shall terminate and the Agent shall execute and deliver to Debtor all instruments as may be necessary or proper to extinguish the Agent's security interest therein, subject to any disposition thereof, which may have been made by the Agent pursuant hereto.

10. Expenses. Any and all out-of-pocket fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Debtor on demand by the Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Two Percent (2.00%) over and above the Adjusted Base Rate (which interest rate shall fluctuate as and when the Adjusted Base Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Debtor.

11. Preservation of Patents, Trademarks and Licenses. Debtor shall have the duty, as commercially reasonable, to (i) file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (ii) make application on unpatented but patentable inventions and on trademarks and service marks and (iii) preserve and maintain all rights in the Patents,

Trademarks and Licenses. Any expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor.

12. Agent Appointed Attorney-In-Fact. If any Event of Default shall have occurred and be continuing, Debtor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Licenses, or to grant or issue any license under the Patents, Trademarks and Licenses to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Debtor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and the Agent and consented to by the Required Lenders, except as provided otherwise in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign or delegate any of its rights of obligations under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the substantive laws of the State of Missouri (without reference to conflict of law principles).

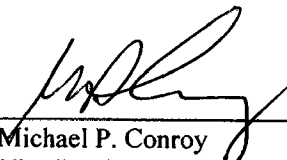
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**[SIGNATURES ON NEXT PAGE]**



IN WITNESS WHEREOF, Debtor and the Agent have executed this Patent, Trademark and License Security Agreement this 22<sup>nd</sup> day of December, 2009.

MTS MEDICATION TECHNOLOGIES, INC.  
("Debtor")

By   
Name: Michael P. Conroy  
Title: Vice President and Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION,  
as Agent (the "Agent")

By \_\_\_\_\_  
Juli Van Hook, Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Florida )  
 )  
COUNTY OF Pinellas ) SS

On this 21 day of December, 2009, before me personally appeared Michael Conroy me personally known, who, being by me duly sworn, did say that he/she is the Vice President of MTS Medication Technologies, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Michael Conroy acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Della L. Divine  
Notary Public

My Commission Expires:  
August 9, 2012

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

On this \_\_\_ day of December, 2009, before me appeared Juli Van Hook, to me personally known, who, being by me duly sworn, did say that he/she is a Senior Vice President of U.S. BANK NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said Senior Vice President acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)  
  
\_\_\_\_\_  
Notary Public

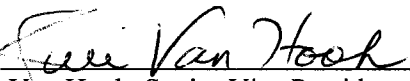
My Commission Expires:  
  
\_\_\_\_\_

IN WITNESS WHEREOF, Debtor and the Agent have executed this Patent, Trademark and License Security Agreement this 22nd day of December, 2009.

MTS MEDICATION TECHNOLOGIES, INC.  
("Debtor")

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION,  
as Agent (the "Agent")

By  \_\_\_\_\_  
Juli Van Hook, Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of December, 2009, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of MTS Medication Technologies, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)

\_\_\_\_\_  
Notary Public

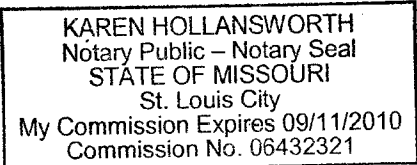
My Commission Expires:

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

On this 22 day of December, 2009, before me appeared Juli Van Hook, to me personally known, who, being by me duly sworn, did say that he/she is a Senior Vice President of U.S. BANK NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said Senior Vice President acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)



Karen Hollansworth  
Notary Public

My Commission Expires: 9-11-2010

**SCHEDULE A**  
**United States Patents**

18 Nov 2 38 PM

MTS Patents

Family No.	Family Name	Doctel Number	Patent Name	Owned/Licensed	Inventor(s)	Application Number	Application Date	Patent Issue Number	Patent Issue Date	Patent Expiration Date
1	MTS-350	84016.00002	Automated Pharmaceutical Product Packaging Machine with Parallel Filling and Sealing Capabilities (MTS-350)	Owned by MTS	Todd Siegel Stuart Bagley	091401758	04/23/01	6,508,279 (B2)	01/26/03	04/23/21
2	7-Day Multi Pack	84016.00006	Product Packaging Material For Individual Temporary Storage of Pharmaceutical Products (7-Day Multi-Pack)	Owned by MTS	Todd Siegel	107691462	10/11/02	6,941,592	01/03/06	06/29/23
3	7-Day Multi Pack	84016.00019	Product Packaging Material For Individual Temporary Storage of Pharmaceutical Products (7-Day Multi-Pack) (187266/462) - Great Britain	Owned by MTS	Todd Siegel	03231929.0	10/13/03	08239444	8/4/05/06	04/03/26
3	Robot Carel	84016.00008	Robotic Compatible Blister Package (Robot Carel)	Owned by MTS	Todd Siegel Stuart Bagley Michael Stevenson	091337994	03/28/00	6,543,309	04/08/03	03/29/20
4	OnDemand 1	84016.00011	PCT Filing for Automated Solid Pharmaceutical Product - Australian Filing (OnDemand 1) Australia	Owned by MTS	Todd Siegel Stuart Bagley Michael Stevenson	PCT/US01/0641 2001251235	03/29/01	2001251235	08/10/06	03/29/21
4	OnDemand 1	84016.00009	Automated Solid Pharmaceutical Product (OnDemand 1)	Owned by MTS	Todd Siegel Stuart Bagley Michael Stevenson	091191834	03/11/00	7,185,416 (B1)	03/06/07	03/11/20
4	OnDemand 1	84016.00015	Automated Solid Pharmaceutical Product Packaging Machine - Germany - (Nationalized from EPC - 84816.00007) (OnDemand 1 - 091539.834)	Owned by MTS	Todd Siegel Stuart Bagley Michael Stevenson	60128348.1	03/29/01	EP1280701	05/09/07	03/29/21
4	OnDemand 1	84016.00016	Automated Solid Pharmaceutical Product Packaging Machine - France - (Nationalized from EPC - 84816.00007) (OnDemand 1 - 091539.834)	Owned by MTS	Todd Siegel Stuart Bagley Michael Stevenson	1024590	03/29/01	1340781	05/09/07	03/29/21
4	OnDemand 1	84016.00012	Automated Solid Pharmaceutical Product Packaging Machine - Spain - (Nationalized from EPC - 84816.00007) (OnDemand 1 - 091539.834)	Owned by MTS	Todd Siegel Stuart Bagley Michael Stevenson	1924590.1	03/29/01	1380781	05/09/07	03/29/21
4	OnDemand 1	84016.00007	PCT Filing for Automated Solid Pharmaceutical Product Packaging Machine - (OnDemand 1 - 091539.834) European	Owned by MTS	Todd Siegel Stuart Bagley Michael Stevenson	EPC 01924590.1 PCT/US01/0641	03/29/01	1,280,781	5/9/07	03/29/21
6	OnDemand 2	84016.00012	Automated Solid Pharmaceutical Product Packaging Machine (OnDemand 2)	Owned by MTS	Todd Siegel Stuart Bagley	09704134	11/01/00	7,334,379	03/26/08	11/01/20

Family No.	Family Name	Product Name	Patent Name	Owner/Inventor	Application Number	Application Date	Patent Issue Number	Patent Issue Date	Patent Expiration Date
8	MedTrak MedLocker	Systems and Methods for Storing and Dispensing Medications (MedLocker / MedTrak)		Owned by MTS Todd Siegel Ronald Rosenbaum	16946,243	05/14/94	7,502,666 B2	03/10/99	01/27/03
9	MedLoad Vertical Transfer System	Compact Structure for Automatically Filling Solid Pharmaceutical Product Packages (MedLoad Vertical Transfer System)		Owned by MTS Raymond Peterson	10439,051	05/14/93	4,925,774 B3	08/09/05	05/14/03
11	OutDemand AutoPlex	Automated Solid Pharmaceutical Packaging Machine Utilizing Robotix Drive (OutDemand AutoPlex)		Owned by MTS Jeff Fechtel Robert Blumet	11269,781	11/08/95	7,182,105 B1	02/27/07	11/08/03
19	MedTrak	Portable Electronic Medication Dispenser (MedTrak Design)		Owned by MTS Todd Siegel Scott Kaminski	26,030,073	11/01/94	DIG 332,648	09/14/97	09/16/11
20	MTS-300	Medication Blister Pack Packaging Machine (Original USA Patent)		Owned by MTS Todd Siegel Stuart Bagby	29,871,317	05/27/97	DIG 403,955	01/13/99	01/13/03
14		Drug Storage and Dispensing Apparatus (See License Agreement in Patent Folder)		Licensed by MTS Shlomo Greenwald	09887/637	6/23/01	6,313,679 B2	02/04/03	
14		Hospital Drug Distribution System (See License Agreement in Patent Folder)		Licensed by MTS Shlomo Greenwald	09066,595	06/22/01	6,987,969	06/22/03	

\*Note: Foreign patent assignments correspond directly to U.S. patent assignments.

- |                 |                                     |                                  |
|-----------------|-------------------------------------|----------------------------------|
| Patent Families | 1. MTS-358                          | 11. OutDemand AutoPlex           |
|                 | 2. 7-Dry Multi Pack                 | 12. In Home Medication Dispenser |
|                 | 3. Robot Card                       | 13. Adjustable Med Tray          |
|                 | 4. OutDemand 1                      | 14. Shlomo Greenwald             |
|                 | 5. Bar Code and Labeling Sys        | 15. Dobbler Machine              |
|                 | 6. OutDemand 2                      | 16. Centrifill                   |
|                 | 7. PlatTrak                         | 17. Cassette Tester              |
|                 | 8. MedLock/MTS-300                  | 18. Express II                   |
|                 | 9. MedLoad Vertical Transfer System | 19. MedTrak                      |
|                 | 10. Popgit                          | 20. MTS-500                      |
|                 |                                     | 21. Consumables                  |

**SCHEDULE B**  
**United States Patent Applications**

8 3 2009 2:31 PM

MTS Patents - Pending

Family No.	Family Name	Deckle Number	Patent Name	Owned/Licensed	Inventor(s)	Application Number	Application Date	Patent Issue Number	Patent Issue Date	Patent Expires Date
1	MTS-350	84016.00015	Automated Pharmaceutical Product Packaging Machine with Penikil Filling and Sealing Capabilities (MTS-350) (9/18/04, 7/28) - Canada	Owned by MTS	Todd Siegel Stuart Bagley	3,415,993	01/03/03			
2	7-Day Multi Pack	84016.00018	Product Packaging Material For Individual Temporary Storage of Pharmaceutical Products (7-Day Multi-Pack) (10/25/04) - Canada	Owned by MTS	Todd Siegel	2,445,234	10/10/03			
4	OnDemand 1	84016.00003	PCT Filing for Automated Solid Pharmaceutical Product - (OnDemand 1 - 09/03/04) - Brazil	Owned by MTS	Todd Siegel Stuart Bagley Michael Stevenson	PCT/US01/0664 PI 01091199	9/30/02 3/29/01*			
4	OnDemand 1	84016.00004	PCT Filing for Automated Solid Pharmaceutical Product - (OnDemand 1 - 09/03/04) - Japan	Owned by MTS	Todd Siegel Stuart Bagley Michael Stevenson	2081-57270 PCT/US01/0641	3/29/01			
4	OnDemand 1	84016.00005	PCT Filing for Automated Solid Pharmaceutical Product - (OnDemand 1 - 09/03/04) - Canada	Owned by MTS	Todd Siegel Stuart Bagley Michael Stevenson	PCT/US01/0641 2,404,389	03/29/01			
4	OnDemand 1	84016.00033	Automated Solid Pharmaceutical Product Packaging Machine - (Continuation of OnDemand 1 - 09/03/04)	Owned by MTS	Todd Siegel Stuart Bagley Michael Stevenson	11616,327	12/26/06			
4	OnDemand 1	84016.00044	Automated Solid Pharmaceutical Product Packaging Machine (Divisional patent application of the EP application 01924590.1 - PCT/US01/0641). Designates all the states in the European Community (OnDemand 1)	Owned by MTS	Todd Siegel Stuart Bagley Michael Stevenson	0602295.7-2.308	10/25/06			
4	OnDemand 1	84016.00047	Automated Solid Pharmaceutical Product Packaging Machine - United Kingdom - (Nationalized from EPC- 064016.00007) (OnDemand 1 - 09/03/04)	Owned by MTS	Todd Siegel Stuart Bagley Michael Stevenson					
4	OnDemand 1	84016.00065	Automated Solid Pharmaceutical Product Packaging Machine - (Continuation of OnDemand 1 - 09/03/04) (84016.00033)	Unfiled*	Todd Siegel Stuart Bagley Michael Stevenson					
6	OnDemand 2	84016.00028	Automated Solid Pharmaceutical Product Packaging Machine (OnDemand 2 Continuation) in Part (CIP)	Owned by MTS	Todd Siegel Stuart Bagley	117999,566	04/03/06			

Family No.	Family Name	Decklet Number	Patent Name	Owned/Licensed	Inventor(s)	Application Number	Applicable Date	Patent Issue Number	Patent Issue Date	Patent Expiration Date
7	FlatPack	84016.00013	Systems & Methods for Forming Blister Packages and Support Members for Pharmaceutical Product Packaging (Flat Pack)	Owned by MTS	Todd Siegel Ron Rosenbaum	10-294,669	11/18/02			
7	FlatPack	84016.00020	PCT Filing for Systems & Methods for Forming Blister Packages and Support Members for Pharmaceutical Product Packaging (Flat Pack) (10/29/02)	Owned by MTS	Todd Siegel Stuart Bagley Ron Rosenbaum	PCT/US03/35183	11/05/03			
7	FlatPack	84016.00023	PCT Filing for Systems & Methods for Forming Blister Packages and Support Members for Pharmaceutical Product Packaging (Flat Pack) (10/29/02)	Owned by MTS	Todd Siegel Stuart Bagley Ron Rosenbaum	PCT/US03/35183 (Am. App. #200338146)	11/05/03			
7	FlatPack	84016.00023	PCT Filing for Systems & Methods for Forming Blister Packages and Support Members for Pharmaceutical Product Packaging (Flat Pack) (10/29/02)	Owned by MTS	Todd Siegel Stuart Bagley Ron Rosenbaum	2,494,691	11/06/03			
8	MedTimes MedLocker	84016.00016	Systems and Methods for Storing and Dispensing Medication (MedLocker / MedTimes)	Owned by MTS	Todd Siegel Ron Rosenbaum	10846,243	05/14/04			
8	MedTimes / MedLocker	84016.00025	Systems and Methods for Storing and Dispensing Medication (MedLocker / MedTimes)	Owned by MTS	Todd Siegel Ron Rosenbaum	PCT/US03/05016972	05/13/05			
8	MedTimes / MedLocker	84016.00040	Systems and Methods for Storing and Dispensing Medication (MedLocker / MedTimes) Great Britain, Germany, France, Spain (Int. No. PCT/US03/05016971) European	Owned by MTS	Todd Siegel Ron Rosenbaum	EPO 05730468.0	10/13/06			
8	MedTimes MedLocker	84016.00064	Systems and Methods for Storing and Dispensing Medication (Continuation of MedLocker / MedTimes - 84016.00016)	Owned by MTS	Todd Siegel Ron Rosenbaum	12/195519	03/06/09			
9	MedLead Vertical Transfer System	84016.00021	Compact Structure for Automatically Filling Solid Pharmaceutical Product Packages (MedLead Vertical Transfer System) (10/43/01)	Owned by MTS	Raymond Peterson	PCT/US04/04812	05/12/04			
9	MedLead Vertical Transfer System	84016.00029	Compact Structure for Automatically Filling Solid Pharmaceutical Product Packages (MedLead Vertical Transfer System - 10/43/01 - 84016.00021) Canada	Owned by MTS	Raymond Peterson	PCT/US2004/01812 2,525,729	05/12/04			
10	Peppit	84016.00027	System and Method for Removing Medication From Packaging (Peppit - Great Britain)	Owned by MTS	Todd Siegel Jeff	32923.7	11/08/05			



Family No.	Family Name	Docket Number	Patent Name	Owned/Licensed	Investor(s)	Application Number	Application Date	Patent Issue Number	Patent Issue Date	Patent Expiration Date
10	Poppo	84016.00032	System and Method for Removing Medication from Packaging (Poppo) Germany	Owned by MTS	Todd Siegel Felix	10 2006 016 943.3	04/11/06			
11	OrDemand AccuFlex	84016.00032	Automated Solid Pharmaceutical Packaging Machine Utilizing Robotic Drive (Cartridges of On-Demand AccuFlex 11/26/781)	Owned by MTS	Jeff Fechen Robert Barrett	11/613,890	12/20/06			
11	OrDemand AccuFlex	84016.00033	Automated Solid Pharmaceutical Packaging Machine Utilizing Robotic Drive (On-Demand AccuFlex 11/26/781)	Owned by MTS	Jeff Fechen Robert Barrett	PCT/US06/0378	11/06/06			
11	OrDemand AccuFlex	84016.00036	Automated Solid Pharmaceutical Packaging Machine Utilizing Robotic Drive (On-Demand AccuFlex 11/26/781)	Owned by MTS	Jeff Fechen Robert Barrett	0659438.0 EPC	11/06/06			
12	In Home Medication Dispenser	84016.00034	In-Home Medication Dispenser (Home Dispenser)	Unfiled**						
13	Adjustable Med Trey	84016.00035	Adjustable Transmission Channel for a Medication Dispensing Apparatus (Adjustable Med Trey)	Owned by MTS	Edward Karnes	11/611,794	12/15/06			
13	Adjustable Med Trey	84017.00037	Adjustable Transmission Channel for a Medication Dispensing Apparatus (Adjustable Med Trey) 11/611,794 (WO/2006/076583 A3)	Owned by MTS	Edward Karnes	PCT/US07/6837	11/15/07			
14	Shiono Greenwald	84016.00036	Systems and Methods for Packaging Solid Pharmaceutical and Nutritional Products and Automatically Arranging the Solid Pharmaceutical and Nutritional Products in a Linear Transmission System (2 Dimensional Format) CentraFEM	Licensed by MTS	Shiono Greenwald Zipora Greenwald	11/595,244	08/23/06			
14	Shiono Greenwald	84016.00038	Systems and Methods for Packaging Solid Pharmaceutical and Nutritional Products and Automatically Arranging the Solid Pharmaceutical and Nutritional Products in a Linear Transmission System (Tube Dispensing Array) CentraFEM	Licensed by MTS	Shiono Greenwald Zipora Greenwald	11/461,127	08/24/06			
14	Shiono Greenwald	84016.00033	CentraFEM in Part - Systems and Methods for Packaging Solid Pharmaceutical and Nutritional Products and Automatically Arranging the Solid Pharmaceutical and Nutritional Products in a Linear Transmission System (3D or 3D Solid Pharmaceutical Oriented	Owned by MTS	Todd Siegel Shiono Greenwald Zipora Greenwald	11/ 844,979	08/24/07			

Family No.	Family Name	Director Number	Patent Name	Class/Licensed	Inventor(s)	Application Number	Appellate Date	Patent Issue Number	Patent Issue Date	Patent Expiration Date
15	Deblister Machine	84016.00055	Systems and Methods for Removing Medication from Packaging (Deblistering Machine)	Owned by MTS	David Schiff	11771,644	04/19/07			
15	Deblister Machine	84016.00059	Systems and Methods for Removing Medication from Packaging (Deblistering Machine - 11771,644)	Owned by MTS	David Schiff	PCT/US08/60628	04/17/08			
16	Central Fill	84017.00056	High Speed Automated Filling of Solid Pharmaceutical Product Packaging Via a Conveyor System (Central Fill)	Owned by MTS	Todd Siegel	11933,106	08/13/07			
16	Central Fill	84016.00081	High Speed Automated Filling of Solid Pharmaceutical Product Packaging Via a Conveyor System (Central Fill - 11933,106)	Owned by MTS	Todd Siegel	PCT/US08/73794	08/11/08			
18	Express II	84016.00082	High Speed Automated Express Filling of Solid Pharmaceutical Product (Express II)	Unfiled**						
19	MedTrak	84016.00066	Dosage Form Package and a Fragible Electrical Circuit Sheet Identifier (MedTrak Circuit)	Owned by MTS	Ronald Rosenbaum, Vincent D'Agostino	13788,003	10/14/08			
19	MedTrak	84016.00087	Dosage Form Package and a Fragible Electrical Circuit Sheet Identifier - Continuation in Part - MedTrak Circuit (13788,003 - 64816,00066)	Unfiled**						
21	Consumables	84016.00083	Blister Package Card Having Integrated Enclosure	Unfiled**						

\*\*The declaration and assignment documents cannot be filed until the application has been filed with the PTO.

- Patent Families
1. MTS-350
  2. 7-Day Malt Pack
  3. Robot Child
  4. OnDemand 1
  5. Bar Code and Labeling Sys
  6. OnDemand 2
  7. FirstPack
  8. MedLocker/MedTimes
  9. MedLocker/MedTrak
  10. Proppit

11. OnDemand AccuFlex
12. In Home Medication Dispenser
13. Adjustable Med Tray
14. Shilono Greenwald
15. Unblister Machine
16. CentralFill
17. Casette Tracker
18. Express II
19. MedTrak
20. MTS-500
21. Consumables

**SCHEDULE C**  
**United States Federal and State Trademarks**

7/16/2009 2:55 PM

**MTS Registered Trademarks**

Trademark Name	Serial Number	Application Date	Registration Number	Registration Date
OnDemand	76/159,363	11/03/00	2,789,198	12/02/03
MTS Medication Technologies (Logo)	76/587,981	04/20/04	3,145,962	09/19/06
MedLocker	78/813,657	02/13/06	3,187,124	12/19/06
MedTimes	78/813,666	02/16/06	3,399,834	3/18/2008
AccuFlex	78/813,706	02/14/06	3,410,673	4/8/2008
Innovations for Health w/design	78/912,360	06/20/06	3,438,238	05/27/08
easyblis (German)*	302008004223.0	1/23/2008	302008004223	04/08/08
easyblis (International Registration)*			982 850	07/17/08
isiblis (German)*	302008004224.9	1/23/2008	302008004224	04/08/08

\*Trademark assignment from Consilio to MTS Medication Technologies, Ltd. In process.

**MTS Common Law Marks**

MTS-75™	MedCycle-7™
MTS-300™	Plus-Pak™
MTS-350™	E-Kit™
MTS-400™	Sureseal™
MTS-500™	Innovation for Pharmacies™
Autobond™	Opti-Pak™
Gemini™	Surebond™
Econobond™	Autogen™
Suprsealer™	Express™
SelectSeal™	ExpressII™
7-Day Multi-Pack™	Excell™
Flex-Pack™	

SCHEDULE D  
United States Trademark Applications

7/16/2009 2:55 PM

MTS Registered Trademarks - Pending

Trademark Name	Serial Number	Application Date	Registration Number	Registration Date
CentraFill	78/813,680	02/15/06		
MedTrak	78/965,356	08/31/06		
RxMap	77/598,007	10/22/06		

SCHEDULE E

Licenses

- (a) MTS OnDemand Sales and License Agreement between MTS Medication Technologies, Inc. and Ohio Department of Mental Health, dated January 5, 2009.
- (b) Letter Agreement between MTS Medication Technologies, Inc. and Omnicare, Inc., dated March 12, 2009, re May 7, 2007 MTS OnDemand Sales and License Agreement.
- (c) MTS OnDemand Sales and License Agreement between MTS Medication Technologies, Inc. and Omnicare, Inc., dated May 7, 2007.
- (d) First Amendment to MTS OnDemand Sales and License Agreement between MTS Medication Technologies, Inc. and Omnicare, Inc., dated October 10, 2008 (Select Seal amendment).
- (e) MTS OnDemand Sales and License Agreement between MTS Medication Technologies, Inc. and Pharmerica, dated February 16, 2008.
- (f) License, Development and Option Agreement between MTS Medication Technologies, Inc. and Microfil LLC, dated June 4, 2009.
- (g) Form of MTS MedLocker Sales and License Agreement.
- (h) Form of MTS OnDemand Sales and License Agreement.