

**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
INVIVODATA, INC.		12/31/2009	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	SILICON VALLEY BANK
Street Address:	2400 HANOVER STREET
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	CHARTERED BANK: CALIFORNIA

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3664133	PROPARTNER
Registration Number:	3564984	DESIGNPRO
Registration Number:	3518426	SIMPLY BETTER DATA
Registration Number:	3424621	SIMPLY BETTER DATA
Registration Number:	3263513	PRO CONSULTING
Registration Number:	3129270	INVIVODATA
Registration Number:	3074636	SITEPRO
Registration Number:	3074635	DIARYPRO
Registration Number:	2564767	INVIVODATA
Registration Number:	2465614	THE SCIENCE OF PATIENT EXPERIENCE
Serial Number:	75872964	EDVANTAGE

**CORRESPONDENCE DATA**

Fax Number: (404)962-6736

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900151240**

**TRADEMARK  
 REEL: 004124 FRAME: 0490**

**OP \$290.00 3664133**

Phone: (404) 885-3038  
Email: michael.brignati@troutmansanders.com  
Correspondent Name: MICHAEL J. BRIGNATI, PH.D.  
Address Line 1: TROUTMAN SANDERS LLP  
Address Line 2: 600 PEACHTREE STREET, N.E.  
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.001091
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	01/05/2010

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 31, 2009 by and between SILICON VALLEY BANK ("**Bank**") and INVIVODATA, INC. ("**Grantor**").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Accounts Receivable Purchase Agreement by and between Bank and Grantor dated as of November 22, 2004 (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


Address of Grantor:

2100 Wharton Street, Suite 505  
Pittsburgh, Pennsylvania 15203

Attn: Gary Mitcheltree

GRANTOR:

INVIVODATA, INC.

By:   
Name: DOUGLAS RENGREN  
Title: CEO

Address of Bank:

2400 Hanover Street  
Palo Alto, California 94304

Attn: Aman Johal, Relationship Manager

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_  
Aman Johal  
Relationship Manager

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2100 Wharton Street, Suite 505  
Pittsburgh, Pennsylvania 15203

Attn: Gary Mitcheltree

GRANTOR:

INVIVODATA, INC.

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

Name:

Title:

Address of Bank:

2400 Hanover Street  
Palo Alto, California 94304

Attn: Aman Johal, Relationship Manager

BANK:

SILICON VALLEY BANK

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

Aman Johal

Relationship Manager

EXHIBIT A  
Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration / Application Date</u>
Generic Endpoint Model.	VAu000972265	11/13/2007

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
APPARATUS AND METHOD FOR PREDICTION AND MANAGEMENT OF PARTICIPANT COMPLIANCE IN CLINICAL RESEARCH	7,415,447	08/19/2008
APPARATUS AND METHOD FOR PREDICTION AND MANAGEMENT OF SUBJECT COMPLIANCE IN CLINICAL RESEARCH	6,879,970	04/12/2005
APPARATUS AND METHOD FOR PREDICTION AND MANAGEMENT OF PARTICIPANT COMPLIANCE IN CLINICAL RESEARCH	PCT/US2007/000 115	01/03/2007



SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PROPARTNER (Registered)	3,664,133	08/04/2009
DESIGNPRO (Registered)	3,564,984	01/20/2009
SIMPLY BETTER DATA (Registered)	3,518,426	10/14/2008
SIMPLY BETTER DATA (Registered)	3,424,621	05/06/2008
PRO CONSULTING (Registered)	3,263,513	07/10/2007
INVIVODATA (Registered)	3,129,270	04/15/2006
SITEPRO (Registered)	3,074,636	03/28/2006
DIARYPRO (Registered)	3,074,635	03/28/2006
THE SCIENCE OF PATIENT EXPERIENCE (Cancelled)	2,583,384	06/18/2002
INVIVODATA (Registered)	2,564,767	04/23/2002
THE SCIENCE OF PATIENT EXPERIENCE (Registered)	2,465,614	07/03/2001
SYNCPRO (Abandoned)	78/647,846	06/10/2005
I (Abandoned)	76/059,740	05/31/2000
INVIVOSYSTEM (Abandoned)	76/057,689	05/26/2000
EDVANTAGE	75/872,964	12/15/1999

SCHEDULE D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration / Application Date</u>
NONE	N/A	N/A