

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
Canopy Acquisition, LLC		02/26/2010	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	First National Bank of Omaha		
Street Address:	1620 Dodge Street, STOP 1050		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68197		
Entity Type:	national banking association:		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3451313	HEALTHDIRECT	
Registration Number:	3180318	CANOPY FINANCIAL	
Registration Number:	3232286	HEALTHSCORE	
Registration Number:	2859097	HEALTHCAREIRA	
Registration Number:	2739729	HEALTHCARE YOU CAN BANK ON	
Registration Number:	2708802		
Registration Number:	2862106	MYCAREPORTAL	
Registration Number:	2863437	IN¢ENT\$	
Registration Number:	2863253	401(HEALTH)	
Registration Number:	2818807	TRUSTED HEALTHCARE ASSET MANAGEMENT	
Registration Number:	2857227	BENEFITRX	
Registration Number:	2826656	HEALTHTRUSTFUND	
Registration Number:	2642002	CAREGAIN	

OP \$340.00 3451313

CORRESPONDENCE DATA

Fax Number: (402)898-7401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: sgude@woodsaitken.com
Correspondent Name: Sara L. Gude
Address Line 1: 10250 Regency Circle, Suite 525
Address Line 4: Omaha, NEBRASKA 68114

ATTORNEY DOCKET NUMBER:	222438
NAME OF SUBMITTER:	Sara L. Gude
Signature:	/Sara L. Gude/
Date:	05/14/2010

Total Attachments: 16
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of the 26th day of February, 2010, by CANOPY ACQUISITION, LLC, a Delaware limited liability company (the "Guarantor") whose mailing address is 10802 Farnam Drive, Suite 100, Omaha, Nebraska 68154, in favor of FIRST NATIONAL BANK OF OMAHA, a national banking association ("Bank"), whose mailing address is 1620 Dodge Street, STOP 1050, Omaha, Nebraska 68197, its successors and assigns.

RECITALS

WHEREAS, the Bank, PayFlex Systems USA, Inc., a Nebraska corporation ("Borrower"), PayFlex Holdings, Inc., a Delaware corporation ("PHI"), Blackstone Insurance Group, Inc., a Nebraska corporation ("BIGI"), Cobra Outsourcing Company, a Nebraska corporation ("COC"), Denver Reserve Company LLC, a Colorado limited liability company ("DRCL") and FlexAmerica, Inc. a Maryland corporation ("FA") entered into that certain Credit Facilities Agreement dated as of January 31, 2007 (the "Initial Credit Agreement"), as amended by that certain Letter Agreement dated as of November 17, 2008, by and among Borrower, Bank, PHI, BIGI, COC, DRCL and FA (the "2008 Letter Agreement"), as further amended by that certain First Amendment to Credit Facilities Agreement dated as of September 24, 2009, by and among Borrower, Bank, PHI, BIGI, COC, DRCL and FA (the "First Amendment"), as further amended by that certain Letter Agreement dated as of November 20, 2009, by and among Borrower, Bank, PHI, BIGI, COC, DRCL and FA (the "2009 Letter Agreement"), as further amended by that certain Reaffirmation of Credit Facilities Agreement and Guaranties dated December 7, 2009, by and among Borrower, Bank, PHI and BIGI (the "Reaffirmation Agreement"), as further amended by that certain Letter Agreement dated January 25, 2010, by and among Borrower, Bank, PHI and BIGI (the "2010 Letter Agreement"), and as further amended by that certain Second Amendment to Credit Facilities Agreement dated as of the date hereof, by and among Borrower, Bank, PHI, BIGI and Guarantor (the "Second Amendment") (the Initial Credit Agreement, as amended by the 2008 Letter Agreement, the First Amendment, the 2009 Letter Agreement, the Reaffirmation Agreement, the 2010 Letter Agreement and the Second Amendment, each as further amended and modified from time to time, are referred to herein, collectively, as the "Credit Agreement") pursuant to which Borrower has undertaken certain covenants and has executed and delivered to Bank a note dated as of January 31, 2007 payable to the order of Bank in the total principal amount of Fifteen Million Dollars (\$15,000,000) and a note dated as of January 31, 2007 payable to the order of Bank in the total principal amount of Twenty Million Dollars (\$20,000,000), the proceeds of which may be drawn upon by Borrower, for the purposes provided for in the Credit Agreement, in accordance with and subject to the terms and restrictions contained in the Credit Agreement;

WHEREAS, Borrower desired to form Guarantor for the sole purpose of acquiring certain assets of Canopy Financial, Inc., a Delaware corporation, as described in the 2010 Letter Agreement (the "Acquisition");

WHEREAS, Bank's consent to the Acquisition proposed by Borrower and Guarantor was conditioned upon the Guarantor's execution and delivery of this Agreement;

WHEREAS, Section 2.10 of the Credit Agreement provides that the purposes of the Credit Agreement include, among other things, providing Borrower and the Subsidiaries with access to funds for the Acquisition and general corporate needs;

WHEREAS, the Guarantor will derive direct and material benefits from the extensions of credit and other financial accommodations provided to the Borrower by the Bank;

WHEREAS, under the Credit Agreement, it is a condition precedent to the Bank's making of disbursements under the Loans to Borrower, that Guarantor execute and deliver to the Bank this Agreement to secure the obligations of Guarantor under its respective Guaranty in addition to that certain Guarantor Security Agreement by and between the Bank and Guarantor, dated as of the date hereof, and in the form attached to the Second Amendment as Exhibit "A" and incorporated herein by this reference (the "Security Agreement"); and

WHEREAS, Guarantor has agreed to grant a Security Interest (as hereinafter defined) in the IP Collateral (as hereinafter defined) to Bank to secure the Obligations (as hereinafter defined) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Guarantor represents, warrants, covenants, and agrees with Bank as follows:

1. Definitions. All capitalized terms used in this Agreement, including its preamble and recitals, and not otherwise defined herein, shall have the meaning ascribed to them in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, or the context otherwise requires, and whether or not capitalized, terms for which meanings are provided in the Uniform Commercial Code, as in effect from time to time in the State of Nebraska (the "UCC"), are used in this Agreement with such meaning.

2. Security Interest. Guarantor hereby BARGAINS, SELLS, GRANTS, CONVEYS, TRANSFERS, PLEDGES, HYPOTHECATES, and ASSIGNS to Bank a first priority security interest (the "Security Interest") in any and all right, title and interest in, to and under all general intangibles and registered and unregistered intellectual property (all of which shall collectively be called the "IP Collateral"), including, without limitation, all of the following:

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

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information now or hereafter existing, and owned, created, acquired or held by Guarantor;

(c) Any and all intellectual property rights in software and software products, including but not limited to source code, now or hereafter existing, and owned, created, acquired or held by Guarantor;

(d) Any and all design rights now or hereafter existing, and owned, created, acquired, or held by Guarantor;

(e) All patents, patent applications and like protections now or hereafter existing, and owned, created, acquired or held by Guarantor including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, and the patents and patent applications set forth on Exhibit "B" attached hereto and incorporated herein by this reference, and continuations in part of any of the aforementioned (collectively, the "Patents");

(f) Any trademark and service mark rights, slogans, symbols, logos, trade dress, trade names, corporate names, Internet domain names, rights in telephone numbers, and trade styles (whether any of the foregoing are registered or not), together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations, renewals and like protections in connection therewith, whether any of the foregoing are now or hereafter existing, and are owned, created, acquired or held by Guarantor, including without limitation (i) those trademarks set forth on Exhibit "C" attached hereto and incorporated herein by this reference (collectively, the "Trademarks") and (ii) those Internet domain names set forth in Exhibit "D" attached hereto and incorporated herein by this reference (collectively, the "Domain Names");

(g) Any and all claims of Guarantor, now or hereafter existing, 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 Domain Names and all license fees and royalties arising from such use to the extent permitted by such license or rights now or hereafter existing, and owned, created, acquired or held by Guarantor, including, without limitation those licenses set forth on Exhibit "E" attached hereto and incorporated herein by this reference (the "Licenses");

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, Licenses or Domain Names;

(j) All mask works and all applications, registrations and renewals in connection therewith; and

(k) All increases, replacements, refurbishment, improvements, additions and substitutions therefor, all ancillary accessories, parts and equipment with respect thereto or used in connection therewith, all after-acquired property with respect thereto, and all products, present and future accessions and cash and noncash proceeds, including contract rights, of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

3. Secured Obligations. The Security Interest hereby granted shall secure the complete and timely payment, performance or discharge of (i) each of the obligations and covenants of Guarantor under this Agreement and any of the other Loan Documents to which it is a party, and all modifications, substitutions, extensions and renewals of each, whether absolute or contingent, liquidated or unliquidated, existing now or arising in the future, and (ii) with respect to Guarantor, the obligations of Guarantor under its respective Guaranty (items (i) through (ii) are referred to individually herein as an "Obligation" and collectively as the "Obligations"). The Security Interest shall be effective with respect to each item of IP Collateral for so long as any Obligation remains outstanding, regardless of whether Guarantor becomes the owner of such IP Collateral prior to or contemporaneously with or subsequent to the incurring of such Obligation.

4. Grants. The Security Interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Bank pursuant to the Credit Agreement and other Loan Documents. Guarantor does hereby acknowledge and confirm the grant of the Security Interest hereunder.

5. Authorization and Request. Guarantor hereby authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement or any excerpt, summary, or electronic filing relating thereto as applicable, and any amendments thereto, or copies thereof.

6. Authorization to File Financing Statements. Guarantor hereby irrevocably authorizes Bank at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements, amendments and continuations thereto that (a) indicate the IP Collateral (i) as all intellectual property of Guarantor or words of similar effect, regardless of whether any particular asset comprised in the IP Collateral falls within the scope of Article 9 of the Uniform Commercial Code of such jurisdiction, or (ii) as being of an equal or greater scope or with greater detail, or (b) contain any information required by Part 5 of Article 9 of the Uniform Commercial Code of such jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment. Guarantor agrees to furnish to Bank any information relating to the IP Collateral that Bank may request.

7. Representations, Warranties, and Covenants. Guarantor expressly represents and warrants to, and covenants with Bank that, for so long as the Security Interest shall remain in effect:

(a) Exhibits A, B, C, and E attached hereto set forth any and all intellectual property rights in connection to which Guarantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable;

(b) Exhibit D attached hereto sets forth all of the domain names that Guarantor has purchased or registered or which Guarantor otherwise has rights to or an interest in;

(c) Guarantor has good and marketable title to the IP Collateral which Guarantor currently uses in the operation of its business, free and clear of any lien, pledge, security interest, license, or other encumbrance, except the Security Interest and those Licenses listed on Exhibit "E" hereof;

(d) Performance of this Agreement does not conflict with or result in a breach of any material agreement to which Guarantor is bound;

(e) Until the Obligations are satisfied in full, Guarantor will not transfer or otherwise encumber any interest in the IP Collateral;

(f) To its knowledge, each of the issued Patents is valid and enforceable, and no part of the IP Collateral which has been registered has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the IP Collateral violates the rights of any third party;

(g) Guarantor shall promptly advise Bank of any material adverse change in the composition of the IP Collateral, including but not limited to any subsequent ownership right of Guarantor in or to any Trademark, Patent, Copyright, Domain Name or License specified in this Agreement;

(h) Guarantor shall use its reasonable efforts to (unless in the judgment of Guarantor it is no longer necessary for the business of Guarantor) (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, Domain Names and Licenses, (ii) detect infringements of the Trademarks, Patents, Copyrights, Domain Names and Licenses and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, Domain Names or Licenses to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Guarantor determines in its reasonable business judgment that abandonment is appropriate;

(i) Guarantor shall take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the IP Collateral;

(j) This Agreement creates, and in the case of after-acquired IP Collateral, this Agreement will create at the time Guarantor first has rights in such after-acquired IP Collateral, in favor of Bank a valid and perfected first priority security interest and collateral assignment in the IP Collateral securing the payment and performance of the obligations evidenced by the Credit Agreement;

(k) To its knowledge, except for, and upon, the filing of UCC financing statements, filings with the United States Patent and Trademark Office or the United States Copyright Office, or other notice filings or notations in appropriate filing offices, if necessary to perfect the Security Interest created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required for the grant by Guarantor of the Security Interest granted hereby, or for the execution, delivery or performance of this Agreement by Guarantor;

(l) All information heretofore or herein supplied to Bank by or on behalf of Guarantor with respect to the IP Collateral is accurate and complete in all material respects;

(m) Guarantor shall not enter into any agreement that would materially impair or conflict with Guarantor's obligations hereunder without Bank's prior written consent;

(n) Upon any executive officer of Guarantor obtaining actual knowledge thereof, Guarantor will promptly notify Bank in writing of any event that materially adversely affects the value of any material IP Collateral, the ability of Guarantor to dispose of any material IP Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the IP Collateral; and

(o) Guarantor shall not register any of the IP Collateral or file any application with respect to the IP Collateral, with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or with any corresponding or similar state or international filing system, unless Guarantor (i) has provided to Bank fifteen (15) days prior written notice of such proposed application or registration along with a copy of all applicable and relevant application or registration documents, (ii) executes a security agreement or such other documents as Bank may reasonably request in order to maintain the perfection and priority of its Security Interest in the IP Collateral proposed to be registered, and (iii) records such security documents with the United States Patent and Trademark Office or the United States Copyright Office or takes such other actions as are necessary to maintain Bank's first priority Security Interest in such IP Collateral. Guarantor agrees to execute and file such other instruments and take such other actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's Security Interest in such IP Collateral.

8. Miscellaneous Undertakings. Guarantor, at its sole cost and expense, agrees to:

(a) pay all reasonable expenses, including without limitation, reasonable attorneys' fees and court costs to the fullest extent permitted by Governing Law (as

hereinafter defined), actually incurred by Bank in connection with the creation, perfection, preservation, or enforcement of the Security Interest, the defense of the IP Collateral, or the exercise by Bank of any of the rights, powers or remedies granted to Bank under this Agreement, by law or otherwise; or

(b) reimburse Bank within ten (10) days of Bank's demand for any reasonable expense incurred by Bank pursuant to the foregoing authorization, together with interest thereon at a rate equal to the lesser of (i) the Termination Rate of Interest, or (ii) the highest non-usurious rate of interest permitted by Governing Law, from the date that any such expense is incurred, until reimbursed.

9. Event of Default. The failure to cure a breach of or the failure to comply with any material covenant, agreement, warranty, representation, or undertaking of Guarantor contained in this Agreement following any applicable period of notice or cure provided under the Credit Agreement shall, at the option of Bank and without further notice or demand, constitute an "Event of Default" under this Agreement. Additionally, the occurrence of an "Event of Default" as defined in the Credit Agreement or as defined in any of the other Loan Documents, shall constitute an "Event of Default" under this Agreement. Further, if for any reason the Security Interest granted hereby is not a first perfected lien on the IP Collateral, or any portion thereof, it shall be deemed an "Event of Default" under this Agreement. If at any time Guarantor shall attempt to transfer the IP Collateral, or any portion thereof, to any Person or entity, an "Event of Default" shall be deemed to have occurred under this Agreement.

10. Bank's Rights Upon Event of Default. If an Event of Default shall occur and be continuing, Bank may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised). Upon the occurrence of an Event of Default, Bank shall have, Guarantor hereby grants, a royalty-free license to use the IP Collateral to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Without limiting the generality of the foregoing, Bank, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice provided herein or as may be required by Governing Law referred to below) to or upon Guarantor (all and each of such demands, presentments, protests, defenses, advertisements and notices are hereby waived to the fullest extent permitted by Governing Law), may in such circumstances:

(a) Enter upon any property upon which the IP Collateral is located and take possession of, assemble, collect, and move any or all of the IP Collateral, or render such IP Collateral unusable, and store any of the IP Collateral at locations acceptable to Bank;

(b) Require Guarantor to assemble any or all of the IP Collateral and make it available at a mutually convenient place designated by Bank so as to permit Bank to take possession of, move, or store, such IP Collateral;

(c) Sell, assign, or otherwise dispose of and deliver all or any part of the IP Collateral at public or private sale, for cash or on credit, to a wholesaler, retailer or user of each type of IP Collateral or at public auction;

(d) Bid and become purchaser at any public sale or auction of the IP Collateral;

(e) Perform any of the Obligations, and apply any IP Collateral or the proceeds therefrom to the payment of the Obligations in such order, priority and manner as Bank in its sole discretion may determine;

(f) Operate, consume, sell or dispose of any of the IP Collateral as Bank deems appropriate for the purpose of partially satisfying or fully satisfying any or all of the Obligations;

(g) Transfer to itself or any nominee any securities constituting IP Collateral, receive any income thereon and hold such income as additional IP Collateral or apply it to the Obligations;

(h) Make any compromise or settlement which Bank may deem desirable or proper with respect to any of the IP Collateral or any controversies or disputes relating to the IP Collateral, and release any of the IP Collateral and any Persons liable on any of the IP Collateral;

(i) Endorse and deliver evidences of title, and receive, enforce and collect by legal action or otherwise all or any portion of the IP Collateral;

(j) Enforce, adjust and receive payment or performance in connection with any insurance claims, claims for breach of warranty, claims under any letters of credit, instruments, documents of title, chattel paper or contracts and similar matters concerning any of the IP Collateral; and

(k) Bank may exercise and enforce any or all other rights and remedies available by law or agreement against the IP Collateral, against Guarantor, or against any other Person or property, in such manner as Bank may determine in its sole discretion.

11. No Responsibility. Guarantor acknowledges that Bank has no responsibility for, and does not assume any of, Guarantor's respective obligations or duties under any agreement, document of title, instrument, general intangible or other contract or obligation relating to the IP Collateral. Bank shall have no duty or obligation whatsoever to make or give any presentments, demands for performance, notices of nonperformance, notices of protest or notices of dishonor in connection with any of the IP Collateral or to take any other action to preserve, protect or defend any of the IP Collateral or to preserve any value or utility of any of the IP Collateral, except to the extent required by Governing Law (Guarantor hereby waiving any such required notices or actions to the fullest extent permitted by Governing Law).

12. No Waiver by Bank, Etc. Bank shall not be deemed to have waived any of its rights upon or under the Obligations or the IP Collateral unless such waiver shall be in writing and signed by Bank. No delay or omission on the part of Bank in exercising any right 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 on any future occasion. All rights and remedies of Bank with respect to the Obligations or the IP Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively, or concurrently at such time or at such times as Bank deems expedient.

13. Waivers by Guarantor. To the fullest extent permitted under Governing Law, Guarantor waives demand, notice, protest, notice of acceptance of this Agreement, notice of disbursements made to Borrower with respect to the Loans or otherwise, credit extended, IP Collateral received or delivered, or other action taken in reliance hereon, and all other demands and notices of any description. With respect to both the Obligations and the IP Collateral, Guarantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange, or release of or failure to perfect any security interest in any IP Collateral, to the addition or release of any party or Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising, or adjusting of any thereof, all in such manner and at such time or times as Bank may deem advisable. Bank shall have no duty as to the collection or protection of the IP Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto. Guarantor further waives any and all other suretyship defenses available under Governing Law.

14. Notices. All notices and other communications provided for under this Agreement and under the other Loan Documents shall be in writing (including facsimile transmissions) and mailed or transmitted or delivered, if to Guarantor, at their address at 10802 Farnam Drive, Suite 100, Nebraska 68154, Attention: Robert L. Natt, and if to Bank, at its address at 1620 Dodge Street, STOP 1050, Omaha, Nebraska 68197, Attention: David S. Erker; or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 14. Except as otherwise provided in this Agreement, all such notices and communications shall be effective when deposited in the U.S. mail and addressed as aforesaid, except that notices to Bank pursuant to the provisions of this Section 14 shall not be effective until received by Bank.

15. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the successors-in-interest and assigns of Guarantor and Bank; provided that Guarantor may not assign its rights or obligations under this Agreement by contract, operation of law, or otherwise without the prior written consent of Bank, which may be withheld in Bank's sole discretion.

16. Time is of the Essence. Time is an essential element to the performance of each term of this Agreement.

17. Headings. All headings appearing in this Agreement are for convenience of reference only and shall be disregarded in construing this Agreement.

18. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nebraska (the "Governing Law").

19. Miscellaneous. The rights and remedies of Bank under this Agreement are cumulative, and no exercise of any right or remedy shall preclude the exercise of any other right or remedy or the later exercise of the same right or remedy. Waivers and approvals under this Agreement shall be in writing and unless otherwise expressly stated, waivers and approvals shall apply only to the specific circumstance addressed. Notwithstanding any other provision of this Agreement, Bank shall not be deemed to have accepted any property other than cash in satisfaction of any Obligation unless Bank shall make an express written election of said remedy under Governing Law.

20. Amendment. This Agreement shall not be amended or modified in any way except by a written instrument executed by Bank and Guarantor.

21. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect under Governing Law, such invalidity, illegality or unenforceability, at the option of Bank, shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If the Security Interest is invalid or unenforceable as to any portion of the Obligations or the IP Collateral, all payments made on the Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be applied first to the full payment of that portion of the Obligations not secured or not fully secured by the IP Collateral.

22. Preservation of Rights. Bank shall not be obligated to preserve any rights Guarantor may have against other parties, to realize on the IP Collateral at all or in any particular manner or order, or to apply any cash proceeds of IP Collateral in any particular order of application, except as otherwise expressly provided herein.

23. JURY TRIAL WAIVER. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. NO EMPLOYEE OF BANK HAS AUTHORITY TO WAIVE, CONDITION, OR MODIFY THE TERMS AND PROVISIONS OF THIS SECTION OF THIS AGREEMENT.

24. Submission to Jurisdiction; Venue. Guarantor submits to the jurisdiction of any state or federal court sitting in Omaha, Nebraska, in any action or proceeding arising out of or relating to this Agreement and agree that all claims in respect of the action or proceeding may be heard and determined in any such court. Guarantor also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Guarantor waives any

defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of Bank. Guarantor agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity. Guarantor hereby waives any rights it may have to transfer or change the venue of any suit, action or other proceeding brought against Guarantor by Bank in accordance with this Section or in connection with this Agreement.

25. Exhibits and Recitals. Each writing referred to in this Agreement as being attached hereto as an exhibit or otherwise referred to herein or designated in this Agreement, whether or not as an exhibit hereto, is hereby incorporated herein and made a part of this Agreement. The recitals contained above are incorporated herein and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Guarantor has caused this Agreement to be executed and delivered to Bank as of the date set forth above.

“Guarantor”

CANOPY ACQUISITION, LLC,
a Delaware limited liability company

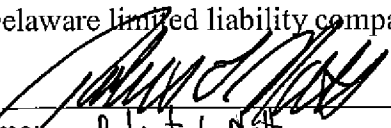
By: 
Name: Robert L. Naff
Its: CEO

Exhibit "A"

<u>Software</u>	<u>Version</u>	<u>Creation Date</u>
HealthDirect	4.1.x and Below	Oct. 2005 – Feb. 2006 timeframe
HealthDirect	4.2.x and Above (Integrated with CAMP)	Oct. 2008 – Apr. 2009
CAMP (Caregain Asset Management Platform)	2006 and earlier	2000-2002
CAMP (Caregain Asset Management Platform)	2009	2008

Exhibit "B"

<u>Patent Description</u>	<u>Docket No.</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
Predictive score for lending	61778 / 387336	U.S.	11/827,111	7/10/2007	Pending
Sub-accounting for an omnibus account	61778 / 387337	U.S.	11/891,719	08/13/07	Pending
Health Expense Account, Health Insurance And Financial Product, And System And Method For Providing Employee Health Insurance Benefits	61778 / 387335	U.S.	11/842,917	08/21/07	Pending
System and Method for Management of Healthcare Services	61778 / 387511	U.S.	12/350,044	01/07/09	Pending
System and method for management of health care services (U.S. Patent No. 7,493,266)	61778 / 387512	U.S.	10/103,267	03/20/02	Issued
PCT/US02/08663	61778 / 387516	PCT	PCT/US02/08663	03/21/02	Pending

Exhibit "C"

Trademarks




	Mark	Country	Serial No.	Reg. No.	Status	Next Deadline
1	HEALTHDIRECT	U.S.	78912858	3451313	Registered	June 17, 2014: Section 8 due
2	Canopy Financial 	U.S.	78754762	3180318	Registered	December 5, 2012: Section 8 due
3	HealthScore	U.S.	77002868	3232286	Registered	April 24, 2013: Section 8 due
4	HEALTHCAREIRA	U.S.	78065925	2859097	Registered	June 29, 2010: Section 8 due
5	 HealthcareIRA	U.S.	76359556	2770866	Lapsed as of April 7, 2010	
6	DEFINED-CARE	U.S.	78065920	2744937	Lapsed as of January 29, 2010	
7	HEALTHCARE YOU CAN BANK ON	U.S.	76373569	2739729	Registered	July 22, 2013: Renewal due
8		U.S.	76359555	2708802	Registered	April 22, 2013: Renewal due
9	MYCAREPORTAL	U.S.	76475985	2862106	Registered	July 13, 2010: Section 8 due
10	INCENT\$	U.S.	76474806	2863437	Registered	July 13, 2010: Section 8 due
11	401(HEALTH)	U.S.	76373571	2863253	Registered	July 13, 2010: Section 8 due
12	TRUSTED HEALTHCARE ASSET MANAGEMENT	U.S.	76367481	2818807	Registered	September 1, 2010: six-month grace period to file Section 8 ends
13	AMERICA'S FIRST HEALTHCARE ASSET MANAGEMENT COMPANY	U.S.	76367430	2728353	Lapsed as of December 17, 2009	
14	BENEFITRX	U.S.	76359554	2857227	Registered	June 29, 2010: Section 8 due
15	HEALTHTRUSTFUND	U.S.	76359553	2826656	Decided not to file Section 8 & 15; will lapse when grace period ends Sept. 23, 2010	
16	CAREGAIN	U.S.	76233997	2642002	Registered	October 29, 2012: Renewal due

Exhibit "D"

Domain Names

Domain Name	Registrant		Registrar	Status (Expiration Date)
canopyfinancial.com	Nicholas Rodriquez	Canopy Financial	Dynamic Network Services, Inc.	Feb. 16, 2011
mycanopy.com	Nicholas Rodriquez	Canopy Financial	Dynamic Network Services, Inc.	July 25, 2010
canopyfin.com	Nicholas Rodriquez	Canopy Financial	Dynamic Network Services, Inc.	Oct. 14, 2010
canopyfi.com	Nicholas Rodriquez	Canopy Financial	Dynamic Network Services, Inc.	Oct. 14, 2010
caregain.com	Nicholas Rodriquez	Canopy Financial	Dynamic Network Services, Inc.	Dec. 11, 2010
hsainsider.com	Nicholas Rodriquez	Canopy Financial	Dynamic Network Services, Inc.	Jan. 5, 2011
wellfund.com			Abacus America, Inc. d/b/a Names4ever	Mar. 1, 2010 Redemption period
welfund.com			Abacus America, Inc. d/b/a Names4ever	Mar. 2, 2010 Redemption period
wellfunds.com			Abacus America, Inc. d/b/a Names4ever	Mar. 2, 2010 Redemption period

Exhibit "E"

Settlement and License Agreement by and between Canopy Acquisition LLC, Coventry Health Care, Inc., Coventry Management Services, Inc., Mr. Andras Andras, Mr. Nikheel Deshmukh and Mr. Bhavesh Parikh dated April 9, 2010.