

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BANK OF NOVA SCOTIA		08/03/2010	COMPANY:
RECEIVING PARTY DATA			
Name:	MDI ACHIEVE, INC.		
Street Address:	700 rue Wellington		
Internal Address:	Suite 1500		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3C 3S4		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3505216	ESCRIBING	
Registration Number:	3607226	MDI ACHIEVE MATRIX	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
Correspondent Name:	Vindra Richter c/o Weil et al		
Address Line 1:	767 Fifth Ave.		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	66301.31/KAYEWATSON/VR		
DOMESTIC REPRESENTATIVE			
Name:	Weil, Gotshal & Manges LLP		

CH \$65.00 3505216

900168633

**TRADEMARK
 REEL: 004254 FRAME: 0501**

Address Line 1: 767 Fifth Ave
Address Line 4: New York, NEW YORK 10153

NAME OF SUBMITTER: Vindra Richter

Signature: /vindra richter/

Date: 08/04/2010

Total Attachments: 17
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of August ____, 2010 ("Effective Date") in favor of MDI Achieve, Inc. (as successor in interest to MDI Technologies, Inc. and Bluewater Merger Co.) ("Grantor") by The Bank of Nova Scotia ("Lender").

WHEREAS, Grantor and Lender entered into that certain Guarantee and Collateral Agreement, dated November 26, 2007 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor granted to the Lender a lien on and security interest in all of its right, title and interest in, to and under certain trademarks, including those set forth on Schedule A hereto (collectively, the "Trademark Collateral");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on December 21, 2007, at Reel 3683, Frame 0715; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to the Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby: (i) terminates, cancels and releases any and all security interests and liens it has against the Trademark Collateral, and (ii) re-assigns any right, title and interest it may have in, to and under the Trademark Collateral to Grantor.

The Lender shall, at Grantor's sole cost and expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date.

THE BANK OF NOVA SCOTIA
As Lender under the Security Agreement

By:



Name: Marcel Syvrais

Title: Senior Manager Credit

SCHEDULE A

Trademark	Registration No.	Registration Date	
ACHIEVE MATRIX	2859470	2004-07-06	
MDI TECHNOLOGIES	2815300	2004-02-17	
MORE!	3114743	2006-07-11	
MONETTE INFORMATION SYSTEMS	1449352	1987-07-28	
PATHLINKS	2073196	1997-06-24	
TOUCH TIME	2433149	2001-03-06	
ULTRACARE	1404701	1986-08-12	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of August ____, 2010 ("Effective Date") in favor of MDI Achieve, Inc. ("Grantor") by The Bank of Nova Scotia ("Lender").

WHEREAS, Grantor and Lender entered into that certain Guarantee and Collateral Agreement, dated as of November 26, 2007 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor granted to the Lender a lien on and security interest in all of its right, title and interest in, to and under certain trademarks, including those set forth on Schedule A hereto (collectively, the "Trademark Collateral");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on March 18, 2010, at Reel 4170, Frame 0065; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to the Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby: (i) terminates, cancels and releases any and all security interests and liens it has against the Trademark Collateral, and (ii) re-assigns any right, title and interest it may have in, to and under the Trademark Collateral to Grantor.

The Lender shall, at Grantor's sole cost and expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date.

THE BANK OF NOVA SCOTIA
As Lender under the Security Agreement

By:



Name: Maral Syvais

Title: Senior Manager Credit

SCHEDULE A

Trademark	Registration No.	Registration Date
ESCRIBING	3505216	2008-09-23
MDI ACHIEVE MATRIX	3607226	2009-04-14

RELEASE OF SECURITY INTEREST IN COPYRIGHTS

THIS RELEASE OF SECURITY INTERESTS IN COPYRIGHTS (this "Release") is made as of August ____, 2010 ("Effective Date") in favor of MDI Achieve, Inc. (as successor in interest to MDI Technologies, Inc. and Bluewater Merger Co.) ("Grantor") by The Bank of Nova Scotia ("Lender").

WHEREAS, Grantor and Lender entered into that certain Guarantee and Collateral Agreement, dated November 26, 2007 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor granted to the Lender a lien on and security interest in all of its right, title and interest in, to and under certain copyrights, including those set forth on Schedule A hereto (collectively, the "Copyright Collateral");

WHEREAS, the Security Agreement was recorded with the United States Copyright Office on December 28, 2007, at Volume 3560, Document 27, Pages 1-7; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to the Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby: (i) terminates, cancels and releases any and all liens and security interests it has against the Copyright Collateral, and (ii) re-assigns any right, title and interest it may have in, to and under the Copyright Collateral to Grantor.

The Lender shall, at Grantor's sole cost and expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date.

THE BANK OF NOVA SCOTIA
as Lender under the Security Agreement

By: 

Name: Marcel Syvrais

Title: Senior Manager Credit

SCHEDULE A

TITLE	REGISTRATION NUMBER	DATE OF REGISTRATION
MDI on-line advantage program code.	TX 5-704-900	05/30/2003
On-line advantage	TX 6-029-811	10/13/2004

RELEASE OF SECURITY INTEREST IN COPYRIGHTS

THIS RELEASE OF SECURITY INTERESTS IN COPYRIGHTS (this "Release") is made as of August ____, 2010 ("Effective Date") in favor of MDI Achieve, Inc. (as successor in interest to MDI Achieve (Texas), Inc.) ("Grantor") by The Bank of Nova Scotia ("Lender").

WHEREAS, Grantor and Lender entered into that certain Guarantee and Collateral Agreement, dated November 26, 2007 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor granted to the Lender a lien on and security interest in all of its right, title and interest in, to and under certain copyrights, including those set forth on Schedule A hereto (collectively, the "Copyright Collateral");

WHEREAS, the Security Agreement was recorded with the United States Copyright Office on February 20, 2008, at Volume 3561, Document 564, Pages 1-6; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to the Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby: (i) terminates, cancels and releases any and all liens and security interests it has against the Copyright Collateral, and (ii) re-assigns any right, title and interest it may have in, to and under the Copyright Collateral to Grantor.

The Lender shall, at Grantor's sole cost and expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date.

THE BANK OF NOVA SCOTIA
as Lender under the Security Agreement

By:



Name: Marcel Syvrais

Title: Senior Manager Credit

SCHEDULE A

TITLE	REGISTRATION NUMBER	DATE OF REGISTRATION
Qcare Program	TX 4-961-524	04/14/1999

RELEASE OF SECURITY INTEREST IN TRADEMARKS

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WHEREAS, Grantor and Lender entered into that certain Guarantee and Collateral Agreement, dated November 26, 2007 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor granted to the Lender a lien on and security interest in all of its right, title and interest in, to and under certain trademarks, including those set forth on Schedule A hereto (collectively, the "Trademark Collateral");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on February 13, 2008, at Reel 3718, Frame 0803; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to the Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby: (i) terminates, cancels and releases any and all security interests and liens it has against the Trademark Collateral, and (ii) re-assigns any right, title and interest it may have in, to and under the Trademark Collateral to Grantor.

The Lender shall, at Grantor's sole cost and expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date.

THE BANK OF NOVA SCOTIA
as Lender under the Security Agreement

By: 

Name: Marcel Syvrais

Title: Senior Manager Credit

SCHEDULE A

Trademark	Registration No.	Registration Date		
OBRA EZ	3122417	2006-08-01		
QC QUICKCARE	2332427	2000-03-21		
QC3NET	3130399	2006-08-15		
QUICKCARE	2332426	2000-03-21		

1- TITULAIRE

Désigner la personne qui consent à la radiation.

- S'il y a lieu, expliquer le changement de titulaire et produire la pièce justificative requise.

- S'il y a représentation, indiquer le nom et la qualité du représentant de même que la nature de la pièce justificative en vertu de laquelle il agit.

THE BANK OF NOVA SCOTIA, having a place of business at 1800 McGill College Avenue, 12th Floor, Montreal, Quebec, H3A 3K9, herein acting and represented by _____, its _____, and by _____, its _____, duly authorized pursuant to _____ dated _____.

Au besoin, utiliser l'annexe AG

2- CONSTITUANT

Indiquer le nom du constituant

GUICHET SANTÉ INC.

Au besoin, utiliser l'annexe AG

Remplir les rubriques 3 et 4 ou 5 et 6

QUITTANCE TOTALE - Le titulaire avise l'officier de la publicité qu'il a été entièrement payé de toute la somme due en vertu de la créance garantie par le droit auquel il est fait référence ci-dessous et qu'en conséquence, il requiert la radiation des inscriptions suivantes :

3- Numéro

05-0340114-0004
07-0678877-0002

4- Nature

Hypothèque conventionnelle sans dépossession
Hypothèque conventionnelle sans dépossession

Au besoin, utiliser l'annexe AG

CONSENTEMENT À RADIATION - Le titulaire avise l'officier de la publicité qu'il consent, par la présente, à la radiation de l'inscription suivante :

5- Numéro

6- Nature

Au besoin, utiliser l'annexe AG

7- AUTRES MENTIONS

Au besoin, utiliser l'annexe AG

Le signataire requiert l'inscription du présent avis.

8- Nom et signature du signataire

THE BANK OF NOVA SCOTIA

Per _____
Name: Marcel Syroos
Title: Senior Manager Credit

Per _____
Name: _____
Title: _____

Numéro du formulaire



* R V 4 1 2 4 3 0 3 7 *

No appl. :6830



1- TITULAIRE

Désigner la personne qui consent à la radiation.

- S'il y a lieu, expliquer le changement de titulaire et produire la pièce justificative requise.
- S'il y a représentation, indiquer le nom et la qualité du représentant de même que la nature de la pièce justificative en vertu de laquelle il agit.

THE BANK OF NOVA SCOTIA, having a place of business at 1800 McGill College Avenue, 12th Floor, Montreal, Quebec, H3A 3K9, herein acting and represented by _____, its _____, and by _____, its _____, duly authorized pursuant to _____ dated _____.

Au besoin, utiliser l'annexe AG

2- CONSTITUANT

Indiquer le nom du constituant

LOGIBEC GROUPE INFORMATIQUE LTÉE

Au besoin, utiliser l'annexe AG

Remplir les rubriques 3 et 4 ou 5 et 6

QUITTANCE TOTALE - Le titulaire avise l'officier de la publicité qu'il a été entièrement payé de toute la somme due en vertu de la créance garantie par le droit auquel il est fait référence ci-dessous et qu'en conséquence, il requiert la radiation des inscriptions suivantes :

3- Numéro

05-0340114-0002
07-0678877-0004

4- Nature

Hypothèque conventionnelle sans dépossession
Hypothèque conventionnelle sans dépossession

Au besoin, utiliser l'annexe AG

CONSETEMENT À RADIATION - Le titulaire avise l'officier de la publicité qu'il consent, par la présente, à la radiation de l'inscription suivante :

5- Numéro

6- Nature

Au besoin, utiliser l'annexe AG

7- AUTRES MENTIONS

Au besoin, utiliser l'annexe AG

Le signataire requiert l'inscription du présent avis.

8- Nom et signature du signataire

THE BANK OF NOVA SCOTIA

Per _____
Name: _____
Title: Merci Syvris
Senior Manager Credit

Per _____
Name: _____
Title: _____

Numéro du formulaire



* R V 4 1 2 4 3 0 5 2 *

No appl. : 6830