

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
NATIONAL BANK OF CANADA		08/03/2010	COMPANY:

RECEIVING PARTY DATA

Name:	MDI ACHIEVE, INC. (as successor in interest to MDI Technologies Inc. and Bluewater Merger Co.)
Street Address:	940 West Port Plaza Drive
Internal Address:	Suite 100
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63146
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2859470	ACHIEVE MATRIX
Registration Number:	2815300	MDI TECHNOLOGIES
Registration Number:	3114743	MORE!
Registration Number:	1449352	MONETTE INFORMATION SYSTEMS
Registration Number:	2073196	PATHLINKS
Registration Number:	2433149	TOUCH TIME
Registration Number:	1404701	ULTRACARE

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-4559
 Email: vindra.richter@weil.com
 Correspondent Name: Vindra Richter c/o Weil et al

CH \$190.00 2859470

900168746

**TRADEMARK
 REEL: 004255 FRAME: 0472**

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

ATTORNEY DOCKET NUMBER:	66301.31/KAYEWATSON/VR
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	08/05/2010

Total Attachments: 19
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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. ("Grantor") by National Bank of Canada ("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 0050; 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.

NATIONAL BANK OF CANADA
As Lender under the Security Agreement

By:



Name: ALEXANDRE GYGER

Title: MANAGER

SCHEDULE A

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

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 Achieve (Texas), Inc.) ("Grantor") by the National Bank of Canada ("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 February 13, 2008, at Reel 3718, Frame 0852; 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.

NATIONAL BANK OF CANADA
as Lender under the Security Agreement

By:



Name: ALEXANDRE GYGER

Title: MANAGER

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	

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 National Bank of Canada ("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 563, 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.

NATIONAL BANK OF CANADA
As Lender under the Security Agreement

By: 

Name: ALEXANDRE CYGER

Title: MANAGER

SCHEDULE A

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

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 National Bank of Canada ("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 0738; 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.

NATIONAL BANK OF CANADA
as Lender under the Security Agreement

By:



Name: ALEXANDRE GYGER

Title: MANAGER

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 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 National Bank of Canada ("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 29, 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.

NATIONAL BANK OF CANADA
as Lender under the Security Agreement

By:



Name: ALEXANDRE GYGER

Title: MANAGER

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

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.

NATIONAL BANK OF CANADA, having a place of business at 600 de la Gauchetière West, Montreal, Quebec, H3B 4L2, 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

05-0340114-0009
07-0678877-0006

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

[Empty box for Numéro]

6- Nature

[Empty box for Nature]

Au besoin, utiliser l'annexe AG

7- AUTRES MENTIONS

[Empty box for Mentions]

Au besoin, utiliser l'annexe AG

Le signataire requiert l'inscription du présent avis.

8- Nom et signature du signataire

NATIONAL BANK OF CANADA

Per _____
Name: _____
Title: _____

Per _____
Name: _____
Title: _____

Numéro du formulaire



* R V 4 1 2 4 3 0 2 9 *

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.

NATIONAL BANK OF CANADA, having a place of business at 600 de la
Gauchetière West, Montreal, Quebec, H3B 4L2, 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

05-0340114-0006
07-0678877-0001

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

NATIONAL BANK OF CANADA

Per _____
Name: _____
Title: _____

Per _____
Name: Jean-Guy Paris
Title: Senior Manager

Numero du formulaire



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

No appl. :6830

CREDIT, SECURITY, MORTGAGE, DISCHARGE AND RELATED TOPICS

RESOLUTION NO. 4 of NATIONAL BANK OF CANADA, constituted under the *Bank Act* and having its Head Office at 600 De La Gauchetière West, Montreal, H3B 4L2.

Excerpt from the Minutes of a Meeting of the Board of Directors of National Bank of Canada, held on December 10, 2009.

IT WAS UNANIMOUSLY RESOLVED THAT:

1. The officers specified in Section 3 may act alone to exercise the powers conferred hereunder, provided that the value of the initial transaction be less than five hundred thousand dollars (\$500,000). Where such value is equal to or greater than five hundred thousand dollars (\$500,000), or if no value can be determined, two of the officers specified in Section 3 must act jointly for the Bank's commitment to be valid.

Consequently, and according to the rules established above, the officers may and are hereby authorized, for and on behalf of National Bank of Canada, to:

- a) **BE A PARTY TO**, on behalf of the Bank, any and all credit agreements, agreements with regard to domestic or international loans and all related documents, whether in association or not with other banks or financial institutions, as well as any agreement under which the Bank buys or sells in whole or in part participations in such loans;
 - b) **BE A PARTY TO** any letters of guarantee in favour of other banks and financial institutions;
 - c) **GRANT**, with or without consideration, any priority, claim, subrogation, transfer, limitation, discharge, mainlevée or release of hypothec or mortgage or all other rights, real or personal, movable or immovable;
 - d) **EFFECT** all settlements and release the debtors or guarantors;
 - e) **CONSENT**, provided the Bank is the mortgage holder, to all deeds or instruments evidencing servitudes, easements or other rights, declarations of co-ownership as well as to all and any subdivision, cancellation, redivision, correction of lots or any other transaction affecting lots;
 - f) **ACQUIRE** by purchase, giving in payment, or any other means, for such charges and under such terms and conditions deemed fit, any movable or immovable property in payment of a debt owing to the Bank;
 - g) **SELL or OTHERWISE DISPOSE OF** any movable or immovable, real or personal property acquired by the Bank in payment of a debt or upon the realization of its security, receive payment, in accordance with the terms and conditions deemed appropriate, and, if applicable, give discharge therefor;
 - h) **BE A PARTY TO** any operation on sovereign-risk loans and securities related thereto (the "Securities") and in particular, without however limiting the generality of the foregoing, borrowing and lending agreements, swaps, assignment agreements, purchase agreements, sale agreements, options and participation agreements on any Securities;
 - i) **DO** all things necessary in accordance with the powers set out herein, with specific reference to a ship, the rigging, tackle, outfit, equipment, accessories, boats and all pieces or parts thereof, in accordance with the provisions of the Canada Shipping Act.
2. Any one of the officers specified in Section 3 be and are hereby authorized, for and on behalf of National Bank of Canada, to:
 - a) **ENTER INTO** a mortgage guaranteeing to the Bank the repayment and performance of any commitment;
 - b) **DO** all things necessary to register or publish the rights resulting from such document, agreement or deed, as applicable.
 3. The officers are :

The President and Chief Executive Officer;
The Chief Financial Officer and Executive Vice-President, Finance, Risk and Treasury;
The Executive Vice-President, Personal and Commercial Banking;
The Executive Vice-President, Wealth Management and Co-President and Co-Chief Executive Officer, National Bank Financial;
The Executive Vice-President, Financial Markets and Co-President and Co-Chief Executive Officer, National Bank Financial;
The Senior Vice-Presidents;
The Vice-Presidents;
The Vice-President and Corporate Secretary;
The Assistant Secretary;
The Senior Managers;
The Regional Managers;
The Senior Managers Supervisory;
The Managers, Assistance Center;
The Managers, Commercial Processing Center;
The Managers, Commercial Credit;
The Managers, Commercial Banking;
The Managers, National Accounts;
The Managers, Global Cash Management;
The Department Managers;
The Managers, Administration;
The Managers, Business Development;
The Sales Managers;
The Branch Managers;

The Manager, Retail Credit Center;
The Managers, Retail Credit;
The Section Managers, Credit;
The Senior Managers, Credit;
The Managers, Credit;
The Managers, Investment and Financial Planners;
The Managers, Customer Service and Financial Services Advisors;
The Advisor, Personal Banking;
The Managers, Customer Service;
The Managers, Corporate Banking;
The Section Managers;
The Team Managers;
The Manager, Mortgage Processing Center;
The Managers, Oilfield Services;
The Managers, Energy;
The Private Bankers, Private Clients Counsels and Services;
The Senior Advisor, Investment;
The Senior Legal Advisor, Toronto;
The Leasing Advisor;
The Officers, Loan Recovery Management;
The Account Officers;
The Senior Advisor, Solutions Banking;
The Advisors, Solutions Banking;
The Technical Advisors;
The Financial Planners;
The Personal Bankers;
The Senior Clerks, Mortgage Processing Center;
The Senior Clerks, Toronto Assistance Center; and

The officers and employees of NATIONAL BANK FINANCIAL INC. designated in the attached list, as authorized by its resolution on the subject matter which list includes their name and specimen signature, drawn up by the Executive Vice-President and Chief Financial Officer, the Vice-President – Finance and Control, the Corporate Secretary or the Assistant Secretary of National Bank Financial Inc., as applicable, which list can be updated or amended from time to time.

4. The officers specified in Section 3 be and are hereby authorized, for and on behalf of National Bank of Canada, within the powers conferred upon them hereinabove, to :
 - a) **TAKE** any action necessary to give full force and effect to this resolution;
 - b) **EXECUTE** any document, agreement or deed to give full force and effect to the powers conferred hereby and without being required to affix the Bank seal to guarantee the validity thereof or make such documents, agreements or deeds enforceable;
 - c) **DESIGNATE** by way of a power of attorney in due form the person of their choice to exercise the powers conferred hereby.
5. The signature of the Corporate Secretary or of the Assistant Secretary of the Bank for the certification of Resolution No. 4 may be printed, engraved or reproduced by any mechanical process and such resolution shall not require the Bank seal to be valid.

I, the undersigned, hereby certify that the foregoing is a faithful translation of a resolution duly passed by the Board of Directors of National Bank of Canada at a meeting duly called and held on December 10, 2009 and that this resolution which took effect on February 1st, 2010 has not been revoked or amended and is still in full force and effect as of the date hereof.

Montreal,



Martin-Pierre Boulianne
Assistant Secretary