

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
Meta Pharmaceutical Services, LLC		08/23/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Susquehanna Bank
Street Address:	1570 Manheim Pike
City:	Lancaster
State/Country:	PENNSYLVANIA
Postal Code:	17604
Entity Type:	Financial Institution: PENNSYLVANIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3384217	MEDICAL JOURNAL EXPRESS
Serial Number:	77946099	RX ACCELERATOR
Serial Number:	77946142	REPMAIL
Serial Number:	77946154	BRANDVIEW
Serial Number:	77946182	FIELD GUIDE
Serial Number:	77946197	PAYERGUIDE
Serial Number:	77947193	PROMOREVIEW
Serial Number:	77947206	SAMPLEWIZARD
Serial Number:	77947178	REPSTART

CORRESPONDENCE DATA

Fax Number: (717)299-3160
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7172997254
 Email: brettj@hublaw.com

900170167

**TRADEMARK
 REEL: 004266 FRAME: 0646**

OP \$240.00 3384217

Correspondent Name: Brett D. Jackson, Esq.
Address Line 1: 221 East Chestnut St.
Address Line 4: Lancaster, PENNSYLVANIA 17602

NAME OF SUBMITTER:	Brett D. Jackson
Signature:	/s/ Brett D. Jackson
Date:	08/25/2010

Total Attachments: 8
source=00593788#page1.tif
source=00593788#page2.tif
source=00593788#page3.tif
source=00593788#page4.tif
source=00593788#page5.tif
source=00593788#page6.tif
source=00593788#page7.tif
source=00593788#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") made as of this 23 of August, 2010 by META PHARMACEUTICAL SERVICES, LLC, a Pennsylvania limited liability company ("Grantor"), in favor of SUSQUEHANNA BANK ("Lender");

WITNESSETH

WHEREAS, Grantor, as successor by merger to the Borrower, MetaPharm Holdings, LLC, a Delaware limited liability company ("Parent"), MetaPharm, Inc., a Delaware corporation and wholly owned subsidiary of the Parent and Lender are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extension of credit to be made to Grantor by Lender in the form of the Term Loan and the Revolving Credit (each as defined in the Loan Agreement);

WHEREAS, Grantor has granted to Lender, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, patents and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Agreement and the Other Documents, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks (as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks) in accordance with the terms of the Loan Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto (such trademarks referred to as the "Trademarks"), together with any additions thereto,

reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants.

(a) Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Lender, except as otherwise permitted under the Loan Agreement.

(b) Grantor agrees to disclose to Lender in the Compliance Certificate required quarterly under the Loan Agreement, any and all (i) previously filed trademark applications for which Grantor received notice of approval, together with the registration numbers for any and all such approved trademarks, and (ii) new applications for trademarks filed by Grantor, in each case since the last Compliance Certificate provided by Grantor.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement which has not been waived in writing by the Lender, Grantor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania and/or the State of Delaware, as applicable, may take such action permitted under the Loan Agreement and the Other Documents, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. Upon the occurrence of an Event of Default that has not been waived in writing by Lender, Grantor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any judicial proceeding brought by either party hereto with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the County of Lancaster, Commonwealth of Pennsylvania, United States of America, and, by execution and delivery of this Agreement, each party hereto accepts for itself and in connection with its properties, generally and

{00592620.4}

unconditionally, the exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made in the manner set forth in the Loan Agreement. Each party hereto waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each party hereto waives the right to remove any judicial proceeding brought against either party in any state court to any federal court. Any judicial proceeding by either party hereto involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in the federal court for the Eastern District of Pennsylvania or state court located in the County of Lancaster, Commonwealth of Pennsylvania.

6. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Lender.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

META PHARMACEUTICAL SERVICES, LLC,

By: _____

Name: Keith Pennell

Title: Chairman and Assistant Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004266 FRAME: 0651

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

META PHARMACEUTICAL SERVICES, LLC,

By: _____

Name: Keith Pennell

Title: Chairman and Assistant Secretary

Agreed and Accepted,

SUSQUEHANNA BANK

By: George R. Huff III


Name: George R. Huff III

Title: Senior Vice President

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *New Jersey* : SS
COUNTY OF *Bergen* :

On this 23 of August, 2010, before me personally appeared Keith Pennell, to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of Meta Pharmaceutical Services, LLC, that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she/he desires the same to be recorded as such.



Notary Public
My Commission Expires:

ANGELA V. NOBRE
ID # 2299277
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/10/2013

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration/Serial No./ Application No.</u>	<u>Date Registered/Filed¹</u>
MEDICAL JOURNAL EXPRESS (& design)®	3,384,217	February 19, 2008
RX ACCELERATOR®	77/946,099	February 26, 2010
REPMAIL®	77/946,142	February 26, 2010
BRANDVIEW®	77/946,154	February 26, 2010
FIELDGUIDE®	77/946,182	February 26, 2010
PAYERGUIDE®	77/946,197	February 26, 2010
PROMOREVIEW®	77/947,193	March 1, 2010
SAMPLEWIZARD®	77/947,206	March 1, 2010
REPSTART®	77/947,178	March 1, 2010

¹ Schedule to be confirmed.

EXHIBIT 1

TRADEMARK ASSIGNMENT

WHEREAS, META PHARMACEUTICAL SERVICES, LLC, a Pennsylvania limited liability company ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof ("Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, SUSQUEHANNA BANK ("Grantee"), having a place of business at 1570 Manheim Pike, Lancaster, Pennsylvania 17604, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated August __, 2010 between Grantor and Grantee, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the __ day of _____.

[_____]

By: _____
Attorney-in-fact

Witness: