

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
PORTICO SYSTEMS OF DELAWARE, INC.		12/01/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	m/c 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3205337	PORTICO
Registration Number:	2915293	PORTICO
Registration Number:	2422778	FMG
Registration Number:	2937430	ETHIDIUM HEALTH SYSTEMS
Registration Number:	2993777	EVOLUTION EMR
Registration Number:	3032393	CHOREO
Registration Number:	2918105	FMG TECHNOLOGIES
Registration Number:	2867915	BECAUSE COMMITMENT DELIVERS MORE THAN JUST TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-550-6403

900181720

**TRADEMARK
 REEL: 004456 FRAME: 0908**

CH \$215.00 3205337

Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1299 PORTICO
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	01/19/2011

Total Attachments: 6

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is entered into as of December 1, 2010 by and between COMERICA BANK ("Bank") and PORTICO SYSTEMS OF DELAWARE, INC., a Delaware corporation ("Grantor").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of May 30, 2007, as amended by that certain First Amendment to Loan and Security Agreement dated as of September 11, 2007, that certain First (sic) Amendment and Waiver to Loan and Security Agreement dated as of December 19, 2007, that certain Third Amendment and Waiver to Loan and Security Agreement dated as of May 7, 2008, that certain Consent to Purchase and Fourth Amendment to Loan and Security Agreement dated as of October 3, 2008, that certain Consent to Purchase and Fifth Amendment to Loan and Security Agreement dated as of April 17, 2009, that certain bilateral extension letter dated as of May 13, 2009, that certain Sixth Amendment to Loan and Security Agreement dated as of June 30, 2009, that certain waiver letter dated as of January 28, 2010, that certain Forbearance to Loan and Security Agreement dated as of February 26, 2010, and that certain Seventh Amendment and Waiver dated as of May 6, 2010 (collectively, the "Original Agreement"). Borrower and Bank are also parties to that certain Intellectual Property Security Agreement dated as of April 17, 2009 (the "Original IPSA").

The parties desire to amend and restate 1) the Original Agreement in accordance with the terms of the Amended and Restated Loan and Security Agreement dated as of the date hereof (the "Loan Agreement"), and 2) the Original IPSA in accordance with the terms of this Agreement. This Agreement sets forth the terms on which Bank will advance credit to Borrower, and Borrower will repay the amounts owing to Bank.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

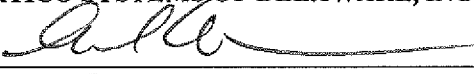
GRANTOR:

Address of Grantor:

518 East Township Line Road, Suite 100
Blue Bell, PA 19422

Attn: Chief Executive Officer

PORTICO SYSTEMS OF DELAWARE, INC.

By: 
Title: CEO

BANK:

Address of Bank:

m/c 7578
39200 W. Six Mile Road
Livonia, MI 48152

Attn: National Documentation Services


COMERICA BANK
By: 
Title: VP

EXHIBIT A

Copyrights

1. E-Health Platform – Evolution EMR/PHR version 1.8 copyright number TX0006598511 filed May 22, 2006 as text type of work.
2. E-Health Platform – Evolution EMR/PHR version 1.8 copyright number TX0006348768 filed May 31, 2006 as computer file type of work.

EXHIBIT B

Patents

Pending Patents

1. Enterprise Management System, United States Patent Application No. 11/430,753 filed May 9, 2006. Provisional No. 60/679,686 filed May 10, 2005. United States Publication No. US 2007/0067753 published on March 22, 2007 (pending); PCT Application No. PCT/US2007/017912 filed May 10, 2006.
2. Gateways Having Localized In-Memory Databases and Business Logic Execution, United States Patent Application No. 11/566,073 filed December 1, 2006. United States Publication US 2008/0133537 published on June 5, 2008 (pending).
3. System and Method for Advertising and Delivering Media in Conjunction with an Electronic Medical Records Management, Imaging and Sharing System, United States Patent Application No. 12/211,476 filed September 16, 2008. Provisional No. 60/972,982 filed September 17, 2007. United States Publication No. US 2009/0099921 published on April 16, 2009 (pending).

Kryptiq Acquisition Trademark and Patent License Agreement

1. Portico Systems has obtained limited use of certain trademarks and Patents as part of the Kryptiq Acquisition through a Trademark License Agreement & a Patent License Agreement that was effective as of the close date of the transaction which provides use for the following:

Kryptiq Patent License Agreement Patents

1. Electronic Contracting, United States Patent Application No. 11/365,748 filed February 26, 2006. United States Publication No. 2007/0203854 published on August 30, 2007; PCT Application No. PCT/US2007/62131 filed September 7, 2007 as International Publication No. WO/2007/100980 (pending).
2. Electronic Contracting, United States Patent Application No. 11/739,521 filed April 24, 2007. United States Publication No. 2007/0250337 published on October 25, 2007, which is a continuation-in-part of the '748 application.
3. Health Care Economics Modeling System, United States Application No. 12/026,261. United States Publication No. 2008/0249800 published on October 9, 2008; PCT Application No. PCT/US2008/563060 published August 14, 2008 as International Publication No. WO/2008/097980 (pending).
4. Health Care Plan Administration System Including Procedures, Activities and/or Form Management, United States Application No. 12/028,626. United States Publication No. 2008/0250418 published on October 9, 2008; PCT Application No. PCT/US2008/53480 published August 14, 2008 as International Publication No. WO/2008/098204 (pending).

5. Data Export/Import from Multiple Data Source to a Destination Data Repository Using Corresponding Data Exporters and an Importer, United States Patent Application No. 11/739,512. United States Publication No. 2008/0270340 published on October 9, 2008. Patent No. 7792793 granted September 7, 2010.
6. Cascaded Digital Signatures, United States Patent Application No. 11/365,796 filed February 28, 2006. United States Publication No. 2007/0204340 published on August 30, 2007; PCT Application No. PCT/US2007/62133 published September 7, 2007 as International Publication No. WO/2007/100981 (pending).
7. Smart Identifiers, United States Patent Application No. 11/625,057 filed January 19, 2007. United States Publication No. 2008/0177787 published on July 24, 2008; PCT Application No. PCT/US2008/51169 published July 24, 2008 as International Publication No. WO/2008/089237 (pending).

EXHIBIT C

Trademarks

1. Portico (standard character mark), Registration No. 3205337 registered February 6, 2007
2. Portico (typed drawing), Registration No. 2915293 registered December 28, 2004
3. FMG (typed drawing), Registration No. 2422778 registered January 23, 2001
4. Ethidium Health Systems, Registration No. 2937430 registered April 5, 2005
5. Evolution EMR, Registration No. 2993777 registered September 13, 2005
6. Choreo, Registration No. 3032393 registered December 20, 2005
7. FMG Technologies (5) Words, Letters, And/Or Numbers In Stylized Form, Registration No 2918105 registered January 11, 2005
8. Because Commitment Delivers More Than Just Technology Registration No. 2867915 registered July 27, 2004

Kryptiq Trademark License Agreement Trademarks

1. KRYPTIQ, Registration No. 2952322 registered May 17, 2005
2. The stylized display of "by KRYPTIQ" as part of the following:



3. The stylized display of "KRYPTIQ" as shown below:

