

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
SOLOHEALTH, INC.		02/18/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COINSTAR, INC.		
Street Address:	1800 114th Avenue S.E.		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77052812	EYESITE	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9160		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-359-8160		
Email:	crachina@perkinscoie.com		
Correspondent Name:	Corina Rachina/Perkins Coie LLP		
Address Line 1:	1201 3rd Avenue		
Address Line 2:	Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	21382-2040		
NAME OF SUBMITTER:	Corina Rachina/Perkins Coie LLP		
Signature:	/s/ Corina Rachina		
Date:	03/28/2011		

OP \$40.00 77052812

Total Attachments: 36

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SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement") is made and entered into as of February 18, 2011, by and among SOLOHEALTH, INC., a Delaware corporation (the "Debtor"), COINSTAR, INC., a Delaware corporation, as collateral agent (in such capacity, "Collateral Agent") for the benefit of certain purchasers of Notes issued by the Company set forth on Exhibit 1 hereto (the "Purchasers") and collectively with Collateral Agent, the "Secured Parties"), and the Secured Parties.

RECITALS:

Debtor has issued to the Initial Purchasers secured convertible promissory notes in an aggregate principal amount of up to \$4,000,000 (the "Notes") pursuant to the Note Purchase Agreement of even date herewith, by and among Debtor and the Purchasers (the "Purchase Agreement"). The Purchase Agreement provides (as a material inducement to the Purchaser to acquire the Notes thereunder) that the obligations of the Debtor under the Notes shall be secured by the security interest provided for in this Agreement.

The Purchase Agreement provides that a Subsequent Purchaser may become a party thereto by the execution and delivery of an applicable counterpart signature page, upon which execution and delivery such Subsequent Purchaser shall be treated as a Purchaser thereunder and Secured Party hereunder and Exhibit 1 hereto shall be automatically modified accordingly.

NOW, THEREFORE, for good and valuable consideration had and received, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

AGREEMENT:

1. Security Interest.

(a) Grant of Security Interest. As security for the payment, performance and discharge in full of all of the Obligations, Debtor hereby unconditionally and irrevocably pledges, grants, and hypothecates to Collateral Agent, for the benefit of Secured Parties, a continuing security interest, a lien upon, and a right of set-off against all of Debtor's right, title and interest of whatsoever kind and nature in, to and under the property described in Exhibits 2-A and 2-B (collectively, the "Collateral").

(b) Obligations Secured. The security interest granted hereunder secures payment and performance of all present and future debts, liabilities and obligations of Debtor to Collateral Agent and Secured Parties under or in connection with the Loan Documents, including, all amounts owing under the Notes and this Agreement, including, without limitation, all unpaid principal, all interest accrued, and all other amounts payable by Debtor under the Notes whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including payments due upon the occurrence of a Liquidity Event (as defined in the Notes) and any interest that accrues after the commencement of an Insolvency Proceeding (collectively, the "Obligations").

(c) Effect on Other Agreements. Anything herein to the contrary notwithstanding, (i) Debtor shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) neither the execution of this Agreement nor the exercise by Collateral Agent of any of the rights hereunder shall release Debtor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral, and (iii) neither Collateral Agent nor any Secured Party shall have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall Collateral Agent or any Secured Party be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

(d) After Acquired Property. Without limiting the generality of the foregoing, this Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Debtor first has rights in such after acquired Collateral, in favor of Collateral Agent for the benefit of Secured Parties, a valid and perfected security interest in the Collateral securing the payment and performance of the Obligations.

2. Debtor's Representations and Warranties. Debtor represents and warrants as follows:

(a) Purchase Agreement Representations and Warranties. The representations and warranties of Debtor set forth in the Purchase Agreement are true and correct in all material respects as of the date hereof.

(b) Title. The Collateral is solely owned by Debtor and is free of all Liens other than Permitted Liens.

(c) Solvency. Debtor is solvent and able to pay its debts (including trade debts) as they mature.

(d) Taxes. Debtor has filed or caused to be filed all tax returns required to be filed, and has paid, or has made adequate provision for the payment of, all taxes reflected therein, except in any case where the failure to do so would not have a Material Adverse Effect.

(e) Control Agreements. No agreements providing for "control," as defined in Article 9 of the UCC, over the Collateral are currently in effect.

(f) Securities and Instruments. Debtor does not have, hold or own any promissory note, stocks, bonds, chattel paper, letter-of-credit rights or commercial tort claims.

(g) Intellectual Property. To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged by competent legal authority to be invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party.

(h) Perfection Matters. (i) Debtor's exact legal name is that indicated on the signature page hereof; (ii) Debtor is an organization of the type and is organized in the jurisdiction set forth in the introductory paragraph of this Agreement; and (iii) the mailing address of Debtor set forth on the signature page hereof is accurate and is the same as Debtor's place of business and chief executive office.

3. Covenants. Debtor covenants to Collateral Agent and Secured Parties that Debtor will:

(a) Protection of Collateral. Keep the Collateral in good condition and repair, maintain, preserve, defend and protect the Collateral from loss, damage or deterioration (ordinary wear and tear excepted) or other adverse claims that may affect its title to, or rights or interest in the Collateral.

(b) Clear Title. Keep the Collateral free of all liens, security interests, unpaid taxes or other encumbrances, except for liens granted to Collateral Agent for the benefit of Secured Parties under this Agreement and Permitted Liens

(c) Dispositions. Not convey, sell, lease, transfer, assign, or otherwise dispose of (collectively, "Transfer") any of the Collateral, except for Transfers (a) of inventory in the ordinary course of business; (b) of worn-out or obsolete equipment; and (c) in connection with Permitted Liens.

(d) Compliance With Applicable Law. Comply in all material respects with all laws applicable to it and to the operation of its business (including any statute, rule or regulation relating to employment practices and pension benefits or to environmental, occupational and health standards and controls).

(e) Taxes. Pay and discharge when due all indebtedness and all taxes, assessments, charges, levies and other liabilities imposed upon it, its income, profits, property or business, except those which currently are being contested in good faith by appropriate proceedings and for which it will have set aside adequate reserves in accordance with GAAP or made other adequate provision with respect thereto acceptable to Collateral Agent in its reasonable discretion.

(f) Notice of Certain Actions; Location of Collateral. Give prompt written notice to Collateral Agent of any change in the location of Debtor's chief executive office or principal place of business; and give thirty days prior written notice to Collateral Agent of any change in its legal name, jurisdiction of organization, or organizational structure or type.

(g) Inspection. Upon reasonable prior notice, provide Collateral Agent with access to the Collateral and all books and records relating thereto for the purpose of conducting inspections and audits of the Collateral at reasonable times during regular business hours at the cost of Debtor.

(h) Insurance. Obtain and maintain, with financially sound and reputable insurers, insurance with respect to its property and business against such casualties and contingencies, of such types and in such amounts as is customary for established companies engaged in the same or similar business and similarly situated.

(i) Limitations on Security Interest. Not permit the inclusion in any contract to which it becomes a party of, or amend any contract to include, any provisions that would prevent the creation of a security interest in Debtor's rights and interests in any property included in the Collateral.

(j) Securities, Instruments, Chattel Paper. Maintain for the benefit of Collateral Agent, and promptly deliver to Collateral Agent upon request, all Collateral consisting of negotiable documents, letters of credit, certificated securities (accompanied by stock powers executed in blank), chattel paper, electronic chattel paper and instruments promptly after Debtor receives the same.

(k) Protection of Intellectual Property. Debtor shall (i) use its commercially reasonable efforts to protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Collateral Agent in writing of material infringements detected and (iii) use its commercially reasonable efforts to not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Collateral Agent, which shall not be unreasonably withheld;

(l) Registration of Intellectual Property. If Debtor (i) obtains any Patent, registered Trademark, registered Copyright, registered mask work, or any pending application for any of the foregoing, whether as owner, licensee or otherwise, or (ii) applies for any Patent or the registration of any Trademark, then Debtor shall immediately provide written notice thereof to Collateral Agent and shall execute such intellectual property security agreements and other documents and take such other actions as Collateral Agent shall request in its good faith business judgment to perfect and maintain a first priority perfected security interest in favor of Collateral Agent in such property. If Debtor decides to register any Copyrights or mask works in the United States Copyright Office, Debtor shall: (x) provide Collateral Agent with at least fifteen (15) days prior written notice of Debtor's intent to register such Copyrights or mask works together with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (y) execute an intellectual property security agreement and such other documents and take such other actions as Collateral Agent may request in its good faith business judgment to perfect and maintain a first priority perfected security interest in favor of Collateral Agent in the Copyrights or mask works intended to be registered with the United States Copyright Office; and (z) record such intellectual property security agreement with the United States Copyright Office contemporaneously with filing the Copyright or mask work application(s) with the United States Copyright Office. Debtor shall promptly provide to Collateral Agent copies of all applications that it files

for Patents or for the registration of Trademarks, Copyrights or mask works, together with evidence of the recording of the intellectual property security agreement necessary for Collateral Agent to perfect and maintain a first priority perfected security interest in such property.

4. Event of Default. An “Event of Default” shall have the meaning ascribed thereto in the Purchase Agreement.

5. Rights Upon Event of Default.

(a) Upon the occurrence and during the continuance of an Event of Default, Collateral Agent may at any time, without demand, do one or more of the following, all of which are authorized by Debtor: (i) declare any or all of the Obligations to be immediately due and payable provided that upon the occurrence of an Event of Default described in Section 7(c) of the Purchase Agreement, all Obligations shall become immediately due and payable without any action by Collateral Agent; (ii) enforce the Note by exercise of the rights and remedies under this Agreement or granted to Collateral Agent or any Secured Parties by applicable law; and (iii) exercise, in addition to all other rights and remedies granted in this Agreement, all rights and remedies of a secured party under the UCC and other applicable laws.

(b) Collateral Agent may notify any Person owing funds to Debtor of Collateral Agent’s security interest in such funds and verify the amount of such Account. Debtor shall collect all amounts owing to Debtor for Collateral Agent, receive in trust all payments as Collateral Agent’s trustee, and immediately deliver such payments to Collateral Agent in their original form as received from the account debtor, with proper endorsements for deposit.

(c) The cash proceeds actually received from the sale or other disposition or collection of Collateral, and any other amounts received in respect of the Collateral the application of which is not otherwise provided for herein, shall be applied first, to the payment of the costs and expenses of Collateral Agent in exercising or enforcing its rights hereunder and in collecting or attempting to collect any of the Collateral, and to the payment of all other amounts payable to Collateral Agent pursuant to hereto; and second, to the payment of the Obligations, and in case such proceeds shall be insufficient to pay in full the Obligations, then to each Secured Party in an amount equal to its Pro Rata Share of the amount remaining to be distributed (to be applied first to accrued interest and second to outstanding principal). Any surplus thereof which exists after the indefeasible payment and performance in full of the Obligations shall be paid over to Debtor or otherwise disposed of in accordance with the UCC or other applicable law. Debtor shall remain liable to Collateral Agent and Secured Parties for any deficiency which exists after any sale or other disposition or collection of Collateral. In the event that a Secured Party receives payments or distributions in excess of its Pro Rata Share, then such Secured Party shall hold in trust all such excess payments or distributions for the benefit of the other Secured Parties and shall pay such amounts held in trust to such other Secured Parties upon demand by such Secured Parties.

6. Power of Attorney. Collateral Agent shall have the right, in the name of Debtor, or in the name of Collateral Agent or otherwise, and Debtor hereby constitutes and appoints Collateral Agent (and any of the officers, employees or Collateral Agents designated by Collateral Agent) as Debtor’s true and lawful attorney-in-fact, with full power and authority, to sign any of the financing statements and other documents and instruments which must be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of Collateral Agent’s security interests in the Collateral. Effective during the continuance of an Event of Default, Debtor constitutes and appoints Collateral Agent (and any of the officers, employees or Collateral Agents designated by Collateral Agent) as Debtor’s true and lawful attorney-in-fact, with full power and authority to (i) assert, adjust, sue for, compromise or release any claims under any policies of insurance; (ii) endorse Debtor’s name on any checks or other forms of payment or security; (iii) sign Debtor’s name on any invoice or bill of lading for any Account or drafts against Account debtors; (iv) settle and adjust disputes and claims about the Accounts directly with

Account debtors, for amounts and on terms Collateral Agent determines reasonable; (v) pay, contest or settle any Lien, charge, encumbrance, security interest, and adverse claim in or to the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; (vi) transfer the Collateral into the name of Collateral Agent or a third party as the UCC permits; and (vii) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of Debtor, which Collateral Agent may deem necessary or advisable to maintain, protect, realize upon and preserve the Collateral and Collateral Agent's security interests therein and to accomplish the purposes of this Agreement. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Obligations have not been indefeasibly paid and performed in full.

7. Certain Waivers. Debtor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the Obligations; (ii) any right to require Collateral Agent (A) to proceed against any person, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any remedy in Collateral Agent's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against Collateral Agent arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral. Debtor further waives any claim that a sale or other disposition by Collateral Agent of the Collateral is not commercially reasonable because Collateral Agent disclaims any warranties with respect to such sale or other disposition, including, without limitation, disclaimers of warranties relating to title, possession, quiet enjoyment, or the like. Debtor recognizes that Collateral Agent may be unable to effect a public sale of any or all the Collateral, by reason of certain prohibitions contained in federal securities laws and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Debtor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. Collateral Agent shall be under no obligation to delay a sale of any of the Collateral for the period of time necessary to permit the issuer thereof to register such securities for public sale under federal securities laws or under applicable state securities laws, even if such issuer would agree to do so.

8. Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement, and to the extent not defined therein, shall have the meanings set forth in the Note. Where applicable and except as otherwise defined in this Agreement, the Purchase Agreement or the Note, terms used in this Agreement shall have the meanings assigned to them in the UCC. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Accounts" means all presently existing and hereafter arising accounts, contract rights, and all other forms of obligations owing to Debtor arising out of the sale or lease of goods (including, without limitation, the licensing of software and other technology) or the rendering of services by Debtor, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Debtor and Debtor's books relating to any of the foregoing.

(b) "Affiliate" means, with respect to any Person, any Person that owns or controls directly or indirectly such Person, any Person that controls or is controlled by or is under common control with such Person, and each of such Person's senior executive officers, directors, and partners.

(c) “Indebtedness” means (a) all indebtedness for borrowed money or the deferred purchase price of property or services, including without limitation reimbursement and other obligations with respect to surety bonds and letters of credit, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, and (c) all capital lease obligations.

(d) “Insolvency Proceeding” means any proceeding commenced by or against any person or entity under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

(e) “Lien” means any mortgage, lien, deed of trust, charge, pledge, security interest, lease, license, adverse claim or other encumbrance of any kind.

(f) “Loan Documents” means, collectively, this Agreement, the Purchase Agreement, the Note, the other Transaction Documents (as defined in the Purchase Agreement) and any other document, agreement or instrument entered into in connection with this Agreement, all as amended or extended from time to time.

(g) “Permitted Liens” shall mean and include: (i) Liens for taxes or other governmental charges not at the time delinquent or that are being contested in good faith appropriately reserved for in accordance with GAAP; (ii) statutory Liens of carriers, warehousemen, mechanics, materialmen, and vendors arising by operation of law for sums not overdue; (iii) purchase money Liens upon any equipment acquired or held by Debtor to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such Liens extend only to the equipment financed; (iv) non-exclusive licenses and sublicenses granted in the ordinary course of Debtor’s business and any interest or title of a licensor or under any license or sublicense; and (v) any Liens in respect of Permitted Senior Debt.

(h) “Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or governmental agency.

(i) “Pro Rata Share” means, when calculating a Secured Party’s portion of any distribution or amount under this Agreement, that distribution or amount (expressed as a percentage) equal to a fraction (i) the numerator of which is the principal amount of such Secured Party’s Note then outstanding and (ii) the denominator of which is the aggregate principal amount of all Notes issued under the Purchase Agreement then outstanding.

(j) “UCC” means the Uniform Commercial Code as in effect in the State of Delaware from time to time.

9. Term of Agreement.

(a) Term. This term of this Agreement shall begin on the date stated above and shall continue and be binding upon Debtor until all the Obligations have been fully and indefeasibly paid and satisfied or converted into equity securities in accordance with the terms of the Notes and the Purchase Agreement.

(b) Termination Statement. Upon the indefeasible payment in full and performance of the Obligations or conversion thereof into equity securities, Collateral Agent shall promptly deliver to Debtor at the cost and request of Debtor, a termination statement releasing the Collateral from the liens created by this Agreement.

10. Subordination. The rights set forth in this Agreement are subject to subordination to, and are junior in all respects to, the holders of Permitted Senior Debt, as set forth in Section 8 of the Purchase Agreement and Section 9 of each Note. Collateral Agent hereby agrees and covenants to enter into

appropriate amendments hereto, and other subordination and indemnification agreements, to give effect to such terms.

11. Miscellaneous.

(a) Further Assurances. Debtor shall execute and deliver to Collateral Agent, and Debtor hereby authorizes Collateral Agent to file (with or without Debtor's signature), at any time and from time to time, all financing statements, assignments, continuation financing statements, termination statements, account control agreements, and other documents and instruments, including with the United States Patent and Trademark Office and the Registrar of Copyrights, in form reasonably satisfactory to Collateral Agent, and take all other action, as Collateral Agent may, from time to time, reasonably request: to perfect and continue perfected, maintain the priority of, or provide notice of, the security interest of Collateral Agent in the Collateral or otherwise accomplish the purposes of this Agreement. Debtor ratifies and authorizes the filing by Collateral Agent of the financing statements filed prior to the date hereof. Such financing statements may indicate the Collateral as "all assets of the Debtor" or words of similar effect, or as being of an equal or lesser scope, or with greater detail, all in Collateral Agent's discretion.

(b) Payment of Expenses. At its option, Collateral Agent may, after providing written notice to Debtor: (a) discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral; (b) obtain insurance on the Collateral; and (c) pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Collateral Agent on demand for any reasonable payment made or reasonable expenses incurred by Collateral Agent under this Agreement. All amounts so paid by Collateral Agent constitute Obligations secured by the Collateral.

(c) Governing Law.

(i) This Agreement is governed by and shall be construed in accordance with the laws of the State of Delaware, without reference to the conflicts of law provisions thereof except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Delaware.

(ii) **Waiver Of Jury Trial. TO THE EXTENT ALLOWED BY LAW, EACH OF THE DEBTOR AND COLLATERAL AGENT IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE DEBTOR AND COLLATERAL AGENT ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

(d) Severability of Provisions. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

(e) Time of the Essence. Time is of the very essence of this Agreement.

(f) Notices. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit with an overnight

courier, postage prepaid, to each party as follows: (i) if to the Debtor at SoloHealth, Inc., 11555 Medlock Bridge, Suite 190, Duluth, GA 30097, Attn: President, with a copy, which shall not constitute notice, to DLA Piper LLP (US), 1201 West Peachtree Street, Suite 2800, Atlanta, GA 30309, Attn: Brian Gordon; (ii) if to Collateral Agent, to Coinstar, Inc. 1800 114th Avenue SE, Bellevue, WA 98004, Attn: General Counsel, with a copy, which shall not constitute notice, to Perkins Coie, LLP, 1201 Third Avenue, Suite 4800, Seattle, WA 98101, Attn: Kha Dang, or at such other address as such party may designate by ten (10) days advance written notice to the other parties.

(g) Waiver. No failure or delay on Collateral Agent's part in the exercise of any right or remedy, power or privilege shall operate as a waiver thereof. No single or partial exercise of a right or remedy, power or privilege shall preclude other or further exercise thereof. No waiver of any right hereunder shall be effective unless in a written waiver executed by Debtor and Collateral Agent. Any such waiver shall be effective only for the specific purpose for which it is given and shall be binding on all parties hereto. The rights and remedies under this Agreement and the other Loan Documents are cumulative and not exclusive of any other rights, remedies, powers or privileges that may otherwise be available to Collateral Agent and any Secured Party.

(h) Amendment. No provision of this Agreement may be amended, waived or modified or rights modified or released, other than by a document signed by Debtor and Collateral Agent (which shall be binding on all Secured Parties).

(i) Survival. This Agreement is binding upon and inures to the benefit of, and is enforceable against, all lawful successors and assigns of Debtor, Collateral Agent, and Secured Parties.

12. Collateral Agent.

(a) As between Secured Parties and Collateral Agent, (i) Collateral Agent will hold all items of the Collateral at any time received under this Agreement in accordance with the terms of this Agreement and (ii) by accepting the benefits of this Agreement, each Secured Party acknowledges and agrees that (A) the obligations of Collateral Agent as holder of the Collateral and any interests therein and with respect to any disposition of any of the Collateral or any interests therein are only those obligations expressly set forth in this Agreement and (B) this Agreement may be enforced only by the action of Collateral Agent and that no other Secured Party shall have any right individually to seek to enforce or to enforce this Agreement, it being understood and agreed that such rights and remedies may be exercised by Collateral Agent, for the benefit of the Secured Parties, upon the terms of this Agreement.

(b) The person or entity serving as Collateral Agent may be removed or replaced from time to time by a Purchaser Majority, with such removal or replacement being effective immediately upon written notice to the Debtor, with a copy to each Secured Party. Upon receipt of a notice of replacement, the Debtor shall treat any successor person or entity so designated by the Purchaser Majority as the Collateral Agent for all purposes of this Agreement. If any Collateral Agent shall be unable or unwilling to serve in such capacity, his or her successor shall be named by a Purchaser Majority.

(c) The Collateral Agent is authorized to take such action and to exercise such powers granted hereunder, together with such powers as are incidental thereto. Collateral Agent may execute any of its duties hereunder by or through Collateral Agents or employees and shall be entitled to request and act in reliance upon the advice of counsel concerning all matters pertaining to its duties hereunder and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance therewith.

(d) Neither Collateral Agent nor any of its directors, officers, partners, managers, consultants, agents, representatives or employees shall be liable or responsible to any Secured Party or to the Debtor for any action taken or omitted to be taken by Collateral Agent hereunder or under any related agreement, instrument or document, except in the case of gross negligence or willful misconduct on the part of Collateral Agent, nor shall Collateral Agent or any of its directors, officers, partners, managers,

consultants, Collateral Agents, representatives or employees be liable or responsible for: (i) the validity, effectiveness, sufficiency, enforceability or enforcement of the Notes, this Agreement, the Purchase Agreement or any instrument or document delivered hereunder or relating hereto; (ii) the title of the Debtor to any of the Collateral or the freedom of any of the Collateral from any prior or other liens or security interests; (iii) the determination, verification or enforcement of the Debtor's compliance with any of the terms and conditions of this Agreement or the Purchase Agreement; (iv) the failure by the Debtor to deliver any instrument or document required to be delivered pursuant to the terms hereof or pursuant to the terms of the Purchase Agreement; or (v) the receipt, disbursement, waiver, extension or other handling of payments or proceeds made or received with respect to the Collateral, the servicing of the Collateral or the enforcement or the collection of any amounts owing with respect to the Collateral.

(e) Collateral Agent will have the right, in its sole discretion, to release any items of Collateral at any time without affecting or diminishing the liability of the Debtor to the Secured Parties for any remaining or future indebtedness.

(f) In the case of this Agreement and the transactions contemplated hereby and any related document relating to any of the Collateral, by accepting the benefit of this Agreement each of the Secured Parties agrees to pay to Collateral Agent, on demand, its Pro Rata Share of all fees and all expenses incurred in connection with the operation and enforcement of this Agreement, the Purchase Agreement, the Notes or any related agreement to the extent that such fees or expenses have not been paid by the Debtor. In the case of this Agreement and each instrument and document relating to any of the Collateral, each of the Secured Parties and the Debtor hereby agrees to hold harmless and indemnify Collateral Agent from and against any and all loss, damage, expense or liability which may be incurred by Collateral Agent under this Agreement and the transactions contemplated hereby and any related agreement or other instrument or document, as the case may be, unless such liability shall be caused by the willful misconduct or gross negligence of Collateral Agent.

13. Counterparts. This Agreement may be executed in any number of counterparts, including facsimile counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

DEBTOR:

SOLOHEALTH, INC.

By: _____

Printed Name: **Bart Foster**

Title: **President and Secretary**

Address: 1155 Medlock Bridge Road
Duluth, GA 30097

IN WITNESS WHEREOF, Debtor, Collateral Agent and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

DEBTOR:

SOLOHEALTH, INC.

By: _____
Printed Name: Bart Foster
Title: President and Secretary

Address: 11555 Medlock Bridge Road
Duluth, GA 30097

COLLATERAL AGENT:

COINSTAR, INC.
By: *Paul Davis*
Printed Name: Paul Davis
Title: CEO

INDIVIDUAL SECURED PARTY:

Print Name:

ENTITY SECURED PARTY:

Name of Entity: COINSTAR, INC.

By: *Paul Davis*
Print Name: Paul Davis
Print Title: CEO

EAST44076937.5

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

ENTITY SECURED PARTY:

**Michael P. McTigue Defined Pension and Profit Sharing
Plan UAD 3/2/82**

Signature: Michael McTigue
Name: Michael McTigue
Title: Trustee + Pres.

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

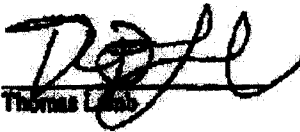
ENTITY SECURED PARTY:

**ROBERT W. BAIRD & CO., INC., TTEE FBO CASSIDY
MCTIGUE IRA**

By: *Mark R. MacPhee*
Print Name: _____
Print Title: _____

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:


Thomas Lane

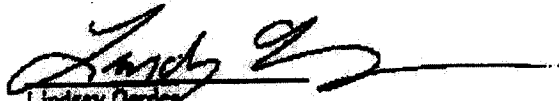
IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:


Leslie Gerden

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:


Lindsey Gerdes

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:

A handwritten signature in black ink, appearing to read "Scott Southwood", written over a horizontal line.

Scott Southwood

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

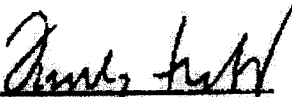
INDIVIDUAL SECURED PARTY:



Michael J. Roper

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:


Landy Fields

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:

Name:

ENTITY SECURED PARTY:

BFG Investments, LLC

By: _____


Name: Bob Braden

Title: _____

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

ENTITY SECURED PARTY:

**ROBERT W. FAIRD & CO., INC., TTEE FBO CASSIDY
MCTIGUE IRA**

By: 
Print Name: CASSIDY, MCTIGUE
Print Title: _____

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

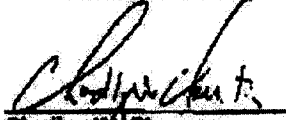
INDIVIDUAL SECURED PARTY:



Kevin Lavery

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:


Chadley W. Clements

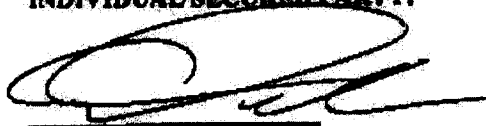
IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:


David Goff

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

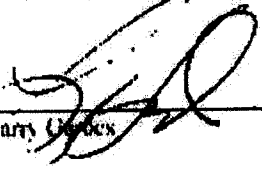
INDIVIDUAL SECURED PARTY:

A handwritten signature in black ink, appearing to read 'Andrew Feldman', written over a horizontal line.

Andrew Feldman

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:


Larry Gibbs

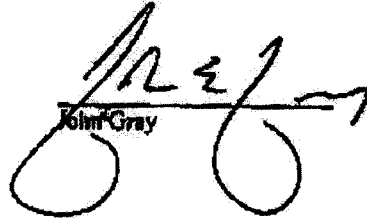
IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:


James Stewart
James Stewart

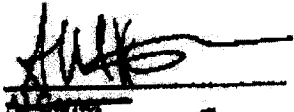
IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:


John Gray

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:



Albert H. Garner

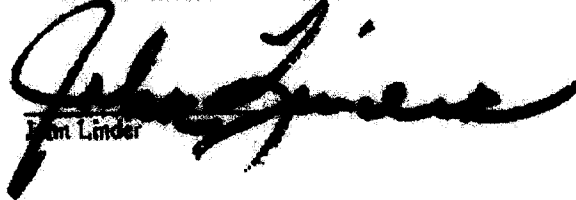
IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:


Walter Hull

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:


John Linder

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:


Lynne Linder

IN WITNESS WHEREOF, Debtor and the Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

INDIVIDUAL SECURED PARTY:



Robert G. Sexton

EXHIBIT 1

SECURED PARTIES

EXHIBIT 2-A

COLLATERAL DESCRIPTION

All personal property of SoloHealth, Inc. (herein referred to as "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the Delaware Uniform Commercial Code, as amended or supplemented from time to time;

(c) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, (collectively, the "Copyrights"), including without limitation those listed on Exhibit 2-B;

(d) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(e) Any and all design rights which may be available to Debtor now or hereafter existing, created, acquired or held;

(f) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including without limitation those listed on Exhibit 2-B;

(g) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including without limitation those listed on Exhibit 2-B;

(h) Any and all claims for damages by way of past, present and future infringement 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;

(i) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(j) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(k) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

EXHIBIT 2-B

SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

Patents:

<u>Title</u>	<u>Filed</u>	<u>Application / Serial No.</u>	<u>Granted</u>	<u>Patent No.</u>
Apparatus and Method for Periphery Vision Screening	September 3, 2010	Application Serial No. 61/379,823	Provisional Patent	
Automated Vision Screening Apparatus and Method ¹	November 10, 2004	10/985,524	November 10, 2009	7,614,747 B2
Automated Vision Screening Apparatus and Method	July 25, 2005	PCT/EP2005/008158	Publication Date: February 2, 2006	WO 2006/010611 A1
Medical Screening Apparatus and Method ²	February 14, 2001	09/783,449	July 15, 2003	6,594,607

Copyrights

None.

Trademarks

EyeSite Trademark – Serial # 77/052,812.

¹ Assignment Agreement, between Bart Foster (the "Inventor") and SoloHealth, Inc., for the assignment of entire rights and title under and to the Automated Vision Screening Apparatus and Method

² The assignment by Kevin T. Lavery (the "Inventor"), to SoloHealth, Inc. was recorded by the PTO at reel 019965, frame 0240, on October 16, 2007.