

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
1-800-Doctors, Inc.		04/02/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	William M. Laufer Esq.		
Street Address:	23 Cattano Avenue		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	INDIVIDUAL:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2490017	1-800-DOCTORS.COM	
Registration Number:	1821815	1-800-DOCTORS	
CORRESPONDENCE DATA			
Fax Number:	(215)988-2757		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	Gregory.Lavorgna@dbr.com, anthony.palumbo@dbr.com		
Correspondent Name:	Gregory J. Lavorgna		
Address Line 1:	Drinker Biddle & Reath		
Address Line 2:	One Logan Square, Ste. 2000		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6996		
ATTORNEY DOCKET NUMBER:	37956-412375		
NAME OF SUBMITTER:	Anthony J. Palumbo		
Signature:	/anthony j. palumbo/		
Date:	05/12/2011		

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Total Attachments: 12

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made as of the 27 day of April, 2011 by and between **1-800-DOCTORS, INC.**, a Delaware corporation ("Grantor"), and **WILLIAM M. LAUFER, ESQ.**, not in its individual capacity but as Collateral Agent for and on behalf of the Lenders (as hereinafter defined) (the "Secured Party").

RECITALS

A. The Lenders (as defined below) have agreed to make certain advances of money to Grantor in the amounts and manner set forth in each of their respective Loan Documents with the express understanding and condition, among others, that Grantor shall grant to the Secured Party, for the benefit of the Lenders, a security interest in the Collateral (as hereinafter defined) and that such advances and loans made pursuant to the Lender's respective Loan Documents shall constitute Secured Obligations (as defined below) hereunder.

B. Grantor has agreed to grant the Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

C. The Secured Party is acting as the Collateral Agent for the Lenders pursuant to the terms and conditions of Section 7 of that certain Amended and Restated Inter-Creditor Agreement dated as of the date hereof (the "Inter-Creditor Agreement") among William T. Grant II IRA, an individual ("Grant"), Meridian Health Management, Inc., a New Jersey corporation ("Meridian"), and together with Grant, the "Existing Lenders", the New Lenders that are from time to time parties hereto pursuant to the execution of a Supplement in the form of Exhibit A thereto (collectively, the "New Lenders", and together with the Existing Lenders, the "Lenders") and Grantor.

D. All capitalized terms used herein without definition shall have the same meanings as given to such terms in the Inter-Creditor Agreement.

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 Documents to each Existing Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for Grantor's prompt and complete payment and performance of all of its obligations and liabilities to the Lenders, including without limitation, any amounts due from time to time in respect of the loans and interest thereon under the Loan Documents and other amounts payable thereunder (collectively, the "Secured Obligations"), Grantor hereby grants to the Secured Party for the benefit of the Lenders a security interest in and lien on all of Grantor's right, title and interest in all of its assets, whether now owned or hereafter acquired, including, but not limited to the following collateral described below (all of which shall collectively be called the "Collateral"):

(a) all of Grantor's "Accounts", as such term is defined in the Uniform Commercial Code, as adopted in any applicable jurisdiction (the "UCC"), including, but not limited to, all rights of Grantor to payment for Inventory (as hereinafter defined) and other goods sold or leased or services rendered, all accounts receivable, all royalties, rents, revenues, fees, and other sums whatsoever owed to, and all goods or inventory in transit or returned to, or repossessed by, Grantor, and all claims against common carriers for goods and inventory lost in transit, in each case regardless of whether now existing or hereafter accruing or arising;

- (b) all of Grantor's "Contract Rights", "General Intangibles", "Documents", "Instruments", and "Chattel Paper", as such terms are defined in the UCC, including, but not limited to, all existing and future customer lists, choses in action, claims, books and records;
- (c) all of Grantor's "Equipment" and "Fixtures", as such terms are defined in the UCC, including, but not limited to, all of Grantor's machinery, parts, accessories, attachments, trade fixtures, tools, furniture, and other goods that are used or useful in connection with the operation of Grantor's business, in each case regardless of whether now owned or hereafter acquired;
- (d) all of Grantor's "Inventory", as such term is defined in the UCC, and all goods, merchandise, and other personal property held for sale or rental and all raw materials and supplies used or useful in the conduct of Grantor's business, in each case regardless of whether now owned or hereafter acquired;
- (e) all insurance policies of Grantor and the proceeds thereunder or therefrom, in each case regardless of whether now owned or hereafter acquired or coming into existence, and the refund of all premiums therefor;
- (f) all of Grantor's bank accounts, including, but not limited to, all demand, time, savings, passbook, and similar accounts maintained with any bank, savings and loan association, or similar institution, in each case whether now in existence or hereafter created or arising;
- (g) any and all of Grantor's 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (h) any and all of Grantor's trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (i) any and all of Grantor's design rights which may be available to Grantor now or hereafter existing, created, acquired or held;
- (j) any and all of Grantor's patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (k) any and all of Grantor's 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (l) any and all of Grantor's mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- (m) any and all claims for damages by way of past, present and future infringements 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;

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

(o) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(p) 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.

2. Authorization and Request. Grantor hereby authorizes the filing of UCC Financing Statements (“Financing Statements”) containing sufficient legal descriptions of the Collateral and otherwise in form and substance sufficient for filing in every governmental, municipal, or other office in every jurisdiction necessary to perfect the Secured Party’s lien against and security interest in the Collateral and Grantor hereby irrevocably authorizes the Secured Party to file the same. With respect to all registrations and applications for registration of Copyrights, Mask Works, Patents and Trademarks included as part of the Collateral, Grantor will execute and deliver to the Secured Party such recordation forms and other documents, each containing sufficient information and in form and substance otherwise sufficient, as may be required for filing with the U.S. Patent and Trademark Office or the U.S. Copyright Office, as the case may be, or other governmental office as necessary to perfect the Secured Party’s lien against and security interest in such Copyrights, Mask Works, Patents and Trademarks, and Grantor hereby irrevocably authorizes the Secured Party to file the same.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is incorporated in the State of Delaware under the actual corporate name as stated in the preamble above and Grantor has not used any other corporate or trade name in the last five years;

(b) Grantor is now the sole owner of the Collateral, except for licenses granted by Grantor to its customers in the ordinary course of business;

(c) performance of this Agreement does not conflict with or result in a breach of any other material agreement to which Grantor is bound, except to the extent that such agreements prohibit the assignment of the rights thereunder to a third party without the licensor’s or other party’s consent and this Agreement constitutes a security interest;

(d) during the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(e) to its knowledge, each of the issued Patents is valid and enforceable, and no part of the Collateral has been judged 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;

(f) Grantor shall promptly advise the Secured Party of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this Agreement;

(g) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) promptly advise the Secured Party in writing of material infringements detected of the Trademarks, Patents, Copyrights, and Mask Works and (iii) not

allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of the Secured Party, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(h) Grantor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Party may reasonably request from time to time to perfect or continue the perfection of the Secured Party's interest in the Collateral;

(i) this Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of the Secured Party for the benefit of the Lenders a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the Secured Obligations evidenced by the Loan Documents upon making the filings referred to in clause (j) below;

(j) to its knowledge, except for, and upon, the filing of the Financing Statements and the filing with the United States Patent and Trademark Office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (ii) for the perfection in the United States or the exercise by the Secured Party of its rights and remedies thereunder;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without the Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

(l) upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify the Secured Party in writing of any event that materially adversely affects the value of any material Collateral, the ability of Grantor to dispose of any material Collateral of the rights and remedies of the Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Party's Rights. The Secured Party shall have the right, but not the obligation, to take on behalf of the Lenders, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' written notice to Grantor. Grantor shall reimburse and indemnify the Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Grantor hereby grants to the Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle the Secured Party access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate Financing Statements and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by the Secured Party, to perfect the Secured Party's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints the Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, the Secured Party or otherwise, from time to time in the Secured Party's discretion and in accordance with the provisions of Section 4 hereof, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(i) To modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law.

7. Events of Default. An Event of Default under this Agreement shall occur if (a) Grantor fails to make any payment of principal or interest on any amount due under the Loan Documents in accordance with their respective terms; (b) the Grantor's default in the performance of any covenants contained in the Loan Documents, and such default shall remain uncured following written notice thereof by the Collateral Agent for a period of ten (10) Business Days; (c) an event shall have occurred or conditions exist which have, or reasonably would be expected to have, a Material Adverse Effect (as defined in the Inter-Creditor Agreement); (d) a final judgment or Order (as defined in the Inter-Creditor Agreement) which is rendered by a court of competent jurisdiction, either alone or together with other final judgments or Orders against the Grantor, exceeding an aggregate of \$25,000 against the Grantor and such judgment or Order shall have continued undischarged or unstayed for ten (10) days after entry thereof; (e) the Grantor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts; or a receiver or trustee is appointed for the Grantor or for substantially all of its assets and, if appointed without its consent, such appointment is not discharged or stayed within thirty (30) days; or proceedings under any law relating to bankruptcy, insolvency or the reorganization or relief of debtors are instituted by or against the Grantor, and, if contested by it, are not dismissed or stayed within thirty (30) days; or any writ of attachment or execution or any similar process is issued or levied against the Grantor or any significant part of its property and is not released, stayed, bonded or vacated within thirty (30) days after its issue levy; or the Grantor takes corporate action in furtherance of any of the foregoing; (f) a Change of Control Event (as defined in the Inter-Creditor Agreement) occurs; (g) the occurrence of an event of default or an event, which, with the giving of notice or passage of time would constitute and event of fault, under any of the other Loan Documents; or (h) any Loan Document shall cease to

be in full force and effect or shall cease to grant to the Lender the Liens, rights, powers and privileges purported to be created thereby, or the Grantor shall so assert in any pleading or other document or statement filed or made in any court.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the New Jersey Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral in which the Secured Party has a security interest and to make it available to the Secured Party at a place designated by the Secured Party. The Secured Party on behalf of the Lenders shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit the Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by the Secured Party in connection with the exercise of any of the Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of the Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless the Secured Party, each Lender and each of their respective officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by the Secured Party and each of the Lenders as a result of or in any way arising out of, following or consequential to transactions between the Secured Party, each Lender and Grantor, whether under this Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of the Secured Party's or such Lender's gross negligence or willful misconduct.

10. Termination. At such time as the Secured Obligations have been indefeasibly paid and performed in full, then the security provided for herein shall terminate, provided, however, that (i) all indemnities of Grantor contained in this Agreement or any other Loan Document shall survive and remain operative and in full force and effect regardless of the termination of this Agreement, and (ii) the security provided for herein shall be reinstated if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any of the Lenders or the Secured Party upon the insolvency, bankruptcy or reorganization of Grantor or otherwise, all as though such payment had not been made.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. 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.

15. Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard for choice of law provisions. Grantor and the Secured Party consent to the exclusive jurisdiction of any state or federal courts located in the State of New Jersey.

16. Confidentiality. In handling any confidential information, the Secured Party shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to

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maintain the confidentiality of any non-public information thereby received or received pursuant to this Agreement except that the disclosure of this information may be made (i) to the affiliates of the Secured Party, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have delivered a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of the Secured Party.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

Address of Grantor:

100 Woodbridge Center Drive
Woodbridge, NJ 07095

GRANTOR:

1-800-DOCTORS INC.

By: 

Print Name: TERRY BRAGER

Title: Chairman & CEO

SECURED PARTY, in its capacity as Collateral Agent for the Lenders

WILLIAM M. LAUFER, ESQ.

By: 

Print Name: William M. Laufer, Esq.

Title: Collateral Agent



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EXHIBIT "D"

MASK WORKS

Description	Registration/ Application Number	Registration/ Application Date
None		