

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
PROVENTYS, INC.		06/29/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	MCKESSON CORPORATION		
Street Address:	One Post Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
Property Type	Number	Word Mark	
Registration Number:	3854655	PROVENTYS	
Registration Number:	3854670	PROVENTYS PDX SYSTEM	
Registration Number:	3854671	PROVENTYS	
Serial Number:	77762291	PROVENTYS PDX	
Serial Number:	77873041	PROVENTYS PDX CARDIOLOGY	
Serial Number:	77766333	PROVENTYS PDX ONCOLOGY	
Serial Number:	85166257	ALIGNQI	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(703)770-7901		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	650.233.4522		
Email:	judy.keeley@pillsburylaw.com		
Correspondent Name:	MARK J. DANIELSON		
Address Line 1:	P.O. Box 10500-IP Group		
Address Line 4:	McLean, VIRGINIA 22102		

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 REEL: 004572 FRAME: 0196

ATTORNEY DOCKET NUMBER:	056070-0000086
NAME OF SUBMITTER:	MARK J. DANIELSON
Signature:	/Mark J. Danielson/
Date:	06/29/2011
<p>Total Attachments: 7 source=056070-0000086-06-29-2011#page1.tif source=056070-0000086-06-29-2011#page2.tif source=056070-0000086-06-29-2011#page3.tif source=056070-0000086-06-29-2011#page4.tif source=056070-0000086-06-29-2011#page5.tif source=056070-0000086-06-29-2011#page6.tif source=056070-0000086-06-29-2011#page7.tif</p>	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 29, 2011 by and between MCKESSON CORPORATION, a Delaware corporation ("*Creditor*"), and PROVENTYS, INC., a Delaware corporation ("*Proventys*").

### RECITALS

A. Creditor has agreed to make certain advances of money and to extend certain financial accommodation to Proventys in the amounts and manner set forth in that certain Note and Warrant Purchase Agreement ("*Note Purchase Agreement*") dated of even date herewith by and between Creditor and Proventys (capitalized terms used herein are used as defined in the Note Purchase Agreement).

B. Creditor is willing to make the Loan to Proventys, but only upon the condition, among others, that Proventys shall grant to Creditor a security interest in certain copyrights, copyright applications, trademarks, trademark applications, patents and patent applications to secure the obligations of Proventys under the Loan Documents.

C. Pursuant to the terms of the Note Purchase Agreement, Proventys has granted to Creditor a security interest in all of Proventys' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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, Proventys hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Documents, Proventys grants and pledges to Creditor a security interest in all of Proventys' right, title and interest in, to and under its intellectual property rights, including, without limitation, (a) copyrights and copyright applications listed on Schedules A-1, A-2; (b) trademarks and trademark applications listed on Schedules B-1, B-2 together with the goodwill of the business connected with use thereof, provided however that the parties expressly agree that the pending intent-to-use trademark and service mark applications for PROVENTYS PDX, PROVENTYS PDX CARDIOLOGY, PROVENTYS PDX ONCOLOGY and ALIGNQI and any future intent-to-use trademark or service mark applications filed by Proventys ("*Pending Applications*") are expressly excluded from the pledged intellectual property (but not from the grant of the security interest) until such time as an amendment to allege use or a verified statement of use for such trademark or service mark application is filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or 1(d), as the case may be, of the Lanham Act; (c) patents and patent applications listed on Schedules C-1 and C-2; and (d) all proceeds in all such intellectual property (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 reissues, divisions continuations, renewals, extensions and continuations-in-part thereof. Proventys agrees to take any and all action and make such filings with the United States Patent and Trademark Office reasonably necessary or as reasonably requested by Creditor to perfect Creditor's security in, and to effect the pledge of, any Pending Applications upon an amendment to allege use or a verified statement of use for such Pending Application is filed with and accepted by the United States Patent and Trademark Office.

This security interest is granted in conjunction with the security interest granted to Creditor under the Note Purchase Agreement. The rights and remedies of Creditor with respect to the security interest granted hereby are in addition to those set forth in the Note Purchase Agreement and the other Loan Documents, and those which are now or hereafter available to Creditor as a matter of law or equity. Each right, power and remedy of Creditor provided for herein or in the Note Purchase 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 Creditor of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Note Purchase 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 Creditor, of any or all other rights, powers or remedies.

Proventys represents and warrants that Exhibits A-1, A-2, B-1, B-2, C-1 and C-2 attached hereto set forth any and all intellectual property rights in connection to which Proventys has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

Address of Proventys:

Riverside Center  
275 Grove Street, Suite 2-310  
Newton, MA 02466  
Attn: President  
Facsimile: (617) 527-0138  
Telephone: (866) 963-2335

With a copy to:  
Susan E. Pravda, Esq.  
Foley & Lardner LLP  
111 Huntington Avenue, 26<sup>th</sup> Floor  
Boston, MA 02199  
Facsimile: (617) 342-4001  
Telephone: (617) 342-4000

PROVENTYS, INC.

By: 

Title: President & CEO

CREDITOR:

MCKESSON CORPORATION

Address of Creditor:

McKesson Corporation  
One Post Street  
San Francisco, CA 94104  
Attention: Department of Credit, 19th Floor  
Facsimile: (415) 415-732-2967  
Telephone: (415) 415-983-8690

With a copy to:  
McKesson Corporation  
One Post Street  
San Francisco, CA 94104  
Attention: General Counsel  
Facsimile: (415) 983-8826  
Telephone: (415) 983-8300

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Signature Page to the Intellectual Property Security Agreement*

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Riverside Center  
275 Grove Street, Suite 2-310  
Newton, MA 02466  
Attn: President  
Facsimile: (617) 527-0138  
Telephone: (866) 963-2335

PROVENTYS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

With a copy to:  
Susan E. Pravda, Esq.  
Foley & Lardner LLP  
111 Huntington Avenue, 26<sup>th</sup> Floor  
Boston, MA 02199  
Facsimile: (617) 342-4001  
Telephone: (617) 342-4000

CREDITOR:

MCKESSON CORPORATION

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One Post Street  
San Francisco, CA 94104  
Attention: Department of Credit, 19th Floor  
Facsimile: (415) 415-732-2967  
Telephone: (415) 415-983-8690

By: M E [Signature]  
Title: Executive Vice President

With a copy to:  
McKesson Corporation  
One Post Street  
San Francisco, CA 94104  
Attention: General Counsel  
Facsimile: (415) 983-8826  
Telephone: (415) 983-8300

*Signature Page to the Intellectual Property Security Agreement*

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**SCHEDULE A-1**

**Copyrights**


<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

**SCHEDULE A-2**

**Copyright Applications**

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
None		

**EXHIBIT B-1****Trademarks**

<b><u>Description</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
PROVENTYS	3854655	9/28/2010
PROVENTYS PDX SYSTEM	3854670	9/28/2010
PROVENTYS & Design 	3854671	9/28/2010

**SCHEDULE B-2****Trademark Applications**

<b><u>Description</u></b>	<b><u>Serial Number</u></b>	<b><u>Filing Date</u></b>
PROVENTYS PDX	77/762291	6/17/2009
PROVENTYS PDX CARDIOLOGY	77/873041	11/16/2009
PROVENTYS PDX ONCOLOGY	77/766333	6/23/2009
ALIGNQI	85/166257	11/1/2010



**EXHIBIT B-1**

**Patents**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

**SCHEDULE C-2**

**Patent Applications**

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
None		