

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
Remedi Technology Holdings, LLC		08/29/2011	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	25 S. Charles Street		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21201		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3701927	PAXIT	
Serial Number:	77635601	A-PAS	
Serial Number:	77635596	ARTROMICK PAXIT AUTOMATION SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	(443)263-4108		
Phone:	410-347-7388		
Email:	trademarks@ober.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	E. Scott Johnson, Esq. of Ober Kaler		
Address Line 1:	100 Light Street		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	027391.080152 DKP		
NAME OF SUBMITTER:	E. Scott Johnson		

CH \$90.00 3701927

900202269

**TRADEMARK
 REEL: 004624 FRAME: 0398**

Signature:	/E. Scott Johnson/
Date:	09/16/2011
Total Attachments: 13 source=M&T - Remedi Security Agmt#page1.tif source=M&T - Remedi Security Agmt#page2.tif source=M&T - Remedi Security Agmt#page3.tif source=M&T - Remedi Security Agmt#page4.tif source=M&T - Remedi Security Agmt#page5.tif source=M&T - Remedi Security Agmt#page6.tif source=M&T - Remedi Security Agmt#page7.tif source=M&T - Remedi Security Agmt#page8.tif source=M&T - Remedi Security Agmt#page9.tif source=M&T - Remedi Security Agmt#page10.tif source=M&T - Remedi Security Agmt#page11.tif source=M&T - Remedi Security Agmt#page12.tif source=M&T - Remedi Security Agmt#page13.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT dated as of August 29, 2011, is entered into by and between (a) **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation ("Secured Party"), and (b) **REMEDI TECHNOLOGY HOLDINGS, LLC**, a Maryland limited liability company ("Debtor").

RECITALS

A. Pursuant to a Fourth Amended and Restated Loan and Security Agreement of even date herewith by and among (a) REMEDI SENIORCARE HOLDING CORPORATION, a Maryland corporation ("Holding"), REMEDI SENIORCARE OF MARYLAND, LLC, a Maryland limited liability company ("RSM"), WOODHAVEN INFUSION SERVICES, INC., a Maryland corporation ("WIS"), REMEDI SENIORCARE OF OHIO LLC, a Maryland limited liability company ("RSO"); REMEDI SENIORCARE OF VIRGINIA, LLC, a Maryland limited liability company ("RSV"), REMEDI SENIORCARE OF FLORIDA, LLC, a Maryland limited liability company ("RSF") and the Debtor, (Holding, RSM, WIS, RSO, RSV, RSF and the Debtor being hereinafter called collectively, the "Borrowers" and individually, a "Borrower"), and (b) MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation (the "Lender") (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), the Lender has agreed to make available to the Borrowers a \$25,000,000 revolving credit facility (the "Revolving Credit Facility"). The Borrowers' obligation to repay advances under the Revolving Credit Facility, with interest, is evidenced by a Seventh Amended and Restated Revolving Credit Note of even date herewith in the principal amount of \$25,000,000 from the Borrowers and made payable to the order of the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"). As used herein, the term "Financing Documents" means collectively the Loan Agreement, the Note, this Agreement, and all other documents previously, simultaneously, or hereafter executed and delivered by the Borrowers or any other party or parties to evidence, secure or guarantee, or in connection with, the Revolving Credit Facility.

In order to induce the Secured Party to enter into the Loan Agreement and make the Revolving Credit Facility available to the Borrowers, the Debtor has agreed to grant to the Secured Party a first priority lien on and security interest in its assets as hereinafter set forth.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

AGREEMENTS

NOW THEREFORE, in consideration of the premises, and of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Grant of Security Interest. To secure the complete and timely payment and satisfaction of all Obligations under the Loan Agreement and other Financing Documents, the Debtor, to the extent of its interests therein, hereby grants to the Secured Party a continuing first priority security interest in and lien on (a) all patent applications and patents owned, held or claimed by the Debtor, all of which are listed in Schedule A hereto (collectively called the "Patents"), including, without limitation, all rights owned by it corresponding thereto throughout the world and all reissues, divisions, continuations, renewals,

extensions and continuations-in-part and all proceeds thereof, including, without limitation, any claim by the Debtor against third parties for past, present or future infringements or dilution of any Patents and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof; (b) all trademarks, registered trademarks and trademark applications, trademark registrations, domain names, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule B, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to use for past, present and future infringements and dilutions thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, domain names, registered service marks and service mark applications, together with the items described in clauses (i) – (iv) above, being sometimes hereinafter individually and/or collectively referred to as the “Trademarks”); and (c) all license agreements (to the extent in which security interest can be granted) with any other party in connection with any Patents or Trademarks or such other party’s patents, patent applications, trademarks, registered trademarks, trademark applications, trade names, domain names, service marks, registered service marks, service mark applications and service mark registrations, whether Debtor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedules C, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of the Secured Party’s rights under the Loan Agreement (collectively called the “Licenses”).

Notwithstanding the foregoing, the collateral granted pursuant hereto shall not include, and the Debtor shall not be deemed to have granted a security interest in (collectively referred to as the “Excluded Property”): (i) any rights or interests in any license, contract or agreement to which the Debtor is a party to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, result in a breach of the terms of or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the UCC or other applicable law) provided, that immediately upon the ineffectiveness, lapse or termination of any such restriction, such collateral shall include, and the Debtor shall be deemed to have granted a security interest in, all such rights and interests, as the case may be, as if such provision had never been in effect; and provided, further, that notwithstanding any such restriction, such collateral shall, to the extent such restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests, and (ii) applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Debtor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the collateral covered hereby.

2. Right to Benefits. If, before the Obligations (other than contingent indemnities and expense reimbursement obligations for which no claims has been made) shall have been paid or otherwise satisfied in full, the Debtor shall obtain rights to (a) any patentable inventions, or become entitled to the benefit of any patent application or patent or for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, or (b) any other trademark, trade name, service mark or domain name or the like, or become entitled to the benefit of any trademark application or trademark or for any reissue, division, continuation, renewal, extension, or

continuation-in-part of any Trademark or any improvement on any Trademark (but expressly excluding any Excluded Property), the provisions of Paragraph 1 shall automatically apply thereto and the Debtor shall give to the Secured Party prompt written notice thereof.

3. Future Patents and Trademarks. The Debtor hereby authorizes the Secured Party to modify this Agreement solely by amending Schedule A, Schedule B, and/or Schedule C hereto to include any future patents and patent applications which are Patents, any future trademarks, trade names, service marks, domain names or the like, which are Trademarks, or any future licenses which are Licenses under Paragraph 1 or Paragraph 2 hereof (but expressly excluding any Excluded Property) and to file with the United States Patent and Trademark Office or other agency any document or instrument necessary to evidence the same.

4. Cumulative Rights. All of Secured Party's rights and remedies with respect to the Patents, Trademarks, and Licenses, whether established hereby, by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

5. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6. Amendment. This Agreement is subject to modification only by a writing signed by the parties hereto, except as provided in Paragraph 3 hereof.

7. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

8. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Maryland.

9. JUDICIAL PROCEEDINGS. EACH PARTY TO THIS AGREEMENT AGREES THAT ANY SUIT, ACTION, OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY ANY PARTY HERETO OR ANY SUCCESSOR OR ASSIGN OF ANY PARTY, ON OR WITH RESPECT TO THIS AGREEMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, DEBTOR WAIVE ANY RIGHT THEY MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. DEBTOR ACKNOWLEDGE AND AGREE THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT SECURED PARTY WOULD NOT EXTEND CREDIT TO DEBTOR IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS AGREEMENT.

10. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

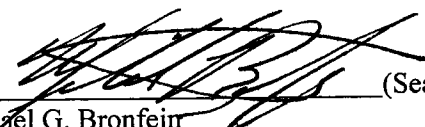
11. Right of Recording of Security Interest. The Secured Party shall have the right, but not the obligation, at the expense of the Debtor, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by the Secured Party, and the Secured Party shall advise the Debtor of such recordings. Upon satisfaction in full of the Obligations, the Debtor shall have the right to effect recordings of such satisfaction or termination at the expense of the Debtor in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by the Debtor. The Secured Party and the Debtor shall cooperate to effect all such recordings hereunder.

[Signature Page Follows]

WITNESS the execution hereof under seal as of the day and year first above written.

ASSIGNOR:

REMEDI TECHNOLOGY HOLDINGS, LLC

By:  (Seal)
Michael G. Bronfein
President and CEO

ASSIGNEE:

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: _____ (Seal)
Name:
Title:

WITNESS the execution hereof under seal as of the day and year first above written.

DEBTOR:

REMEDI TECHNOLOGY HOLDINGS, LLC

By: _____ (Seal)

Name:

Title:

SECURED PARTY:

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: *Chris. C.* (Seal)

Name: *Christopher F. Callaghan*

Title: *Administrative Vice President*

CERTIFICATES OF ACKNOWLEDGMENT

STATE OF Maryland, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 26th day of August, 2011, before me, the undersigned Notary Public of said State, personally appeared Michael Bronfein, who acknowledged himself/herself to be the CEO of REMEDI TECHNOLOGY HOLDINGS, LLC, a Maryland limited liability company referred to herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized CEO of said limited liability company and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal.

Seborah L. Boda
Notary Public

My commission expires: October 5, 2011.

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ___ day of August, 2011, before me, the undersigned Notary Public of said State, personally appeared _____, who acknowledged himself/herself to be the _____ of Manufacturers and Traders Trust Company, the New York banking corporation referred to herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly _____ of said banking corporation.

WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: _____.

CERTIFICATES OF ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of August, 2011, before me, the undersigned Notary Public of said State, personally appeared _____, who acknowledged himself/herself to be the _____ of REMEDI TECHNOLOGY HOLDINGS, LLC, a Maryland limited liability company referred to herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized _____ of said limited liability company and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: _____.

STATE OF Maryland, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY, that on this 9th day of August, 2011, before me, the undersigned Notary Public of said State, personally appeared Christopher Callaghan, who acknowledged himself/herself to be the Administrative Vice President of Manufacturers and Traders Trust Company, the New York banking corporation referred to herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly Administrative Vice President of said banking corporation.

WITNESS my hand and Notarial Seal.

Diane Klasmeyer
Notary Public

My commission expires: 7-14-12.

Diane Klasmeyer
Notary Public, A.A. Co., MD
My Commission Expires 7-14-12

SCHEDULE A
LIST OF PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patents:

<i>Title</i>	<i>Country:</i>	<i>Serial No.</i>	<i>Status</i>	<i>Matter No.</i>	<i>Filed Date</i>	<i>Docket No.</i>
PHARMACEUTICAL DISPENSING SYSTEM AND METHOD	United States	61/120,209	Inactive	IDS 04	12/5/2008	65481
SYSTEM AND METHODOLOGY FOR FILLING PRESCRIPTIONS	United States	12/617,075	Filed	IDS 04A	11/12/2009	65481
PHARMACEUTICAL DISPENSING SYSTEM AND METHOD	Australia	2009322199	Filed	IDS 04AU	12/4/2009	65481
PHARMACEUTICAL DISPENSING SYSTEM AND ASSOCIATED METHOD	United States	12/559,630	Filed	IDS 04B	9/15/2009	65481
PHARMACEUTICAL DISPENSING SYSTEM AND METHOD	Brazil	FILED	Filed	IDS 04BR	12/4/2009	65481
APPARATUS AND METHODS FOR AUTOMATED DISPENSING OF MEDICATIONS AND SUPPLEMENTS	United States	12/559,601	Filed	IDS 04C	9/15/2009	65481
PHARMACEUTICAL DISPENSING SYSTEM AND METHOD	Canada	FILED	Filed	IDS 04CA	12/4/2009	65481
PHARMACEUTICAL DISPENSING SYSTEM AND METHOD	China P.R.	FILED	Filed	IDS 04CN	12/4/2009	65481
PHARMACEUTICAL DISPENSING SYSTEM AND METHOD	European Patent Convention	09831183.0	Filed	IDS 04EP	12/4/2009	65481
PHARMACEUTICAL DISPENSING SYSTEM AND METHOD	South Korea	2011-7015449	Filed	IDS 04KR	12/4/2009	65481
PHARMACEUTICAL DISPENSING SYSTEM AND METHOD	Mexico	2011/005873	Filed	IDS 04MX	12/4/2009	65481
PHARMACEUTICAL DISPENSING SYSTEM AND METHOD	Patent Cooperation Treaty	US2009/066756	Inactive	IDS 04WO	12/4/2009	65481

PHARMACEUTICAL DISPENSING SYSTEM AND METHOD (Includes Retrofit Improvements)	All Jurisdictions per Above -- TBD	Provisional Application Underway	To be filed August 2011			
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Other Patents:

<i>Title</i>	<i>Country:</i>	<i>Serial No.</i>	<i>Status</i>	<i>Matter No.</i>	<i>Filed Date</i>	<i>Docket No.</i>
PHARMACEUTICAL DISPENSER	United States	09/995,907	Inactive	IDS 02	11/28/2001	62524
PHARMACEUTICAL DISPENSING	United States	60/883,419	Inactive	IDS 02A	1/4/2007	
PHARMACEUTICAL PACKAGE DISPENSING SYSTEM	United States	11/962,210	Inactive	IDS 02B	12/21/2007	62524
PHARMACEUTICAL PACKAGE DISPENSING SYSTEM	Patent Cooperation Treaty	US2007/087905	Inactive	IDS 02BWO	12/18/2007	63713
ELECTRONIC MEDICAL ADMINISTRATION RECORD SYSTEM AND METHOD	United States	60/745,314	Inactive	EMAR 02P	4/21/2006	63221
MEDICAL CARE ADMINISTRATION SYSTEM AND METHOD	United States	11/788,603	Filed	EMAR 02US	4/20/2007	63221
ELECTRONIC MEDICAL ADMINISTRATION RECORD SYSTEM AND METHOD	United States	US2007/009600	Inactive	EMAR 02WO	4/20/2007	63221

SCHEDULE B**LIST OF TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS****“Paxit” Trademark:**

	<i>Application Number</i>	<i>Registration Number</i>	<i>Docket #</i>	<i>Code</i>	<i>File Date</i>	<i>Reg.Date</i>	<i>Status</i>
<u>Class Number: 20</u>	77/020,437	3,701,927	70101	IDS 03	10/13/2006	10/27/2009	Registered

Class Type:***Goods:*** Non-metal containers sold empty for pharmaceutical prescriptions**Class Number: 21*****Class Type:******Goods:*** Containers for pharmaceutical prescriptions***Country:*** United States**Class Number: 7*****Class Type: International******Goods:*** Machines for preparing and dispensing pharmaceutical prescriptions, namely, pharmacy or health care facility based machines for selecting, accumulating and packaging individual patient pharmaceutical prescriptions from bulk supplies of pharmaceuticals.***Country:*** United States**Class Number: 9*****Class Type: International******Goods:*** Computer hardware for preparing and dispensing pharmaceutical prescriptions, namely, pharmacy or health care facility based computer hardware for selecting accumulating and packaging individual patient pharmaceutical prescriptions from bulk supplies of pharmaceuticals, and computer software for use in pharmacy or health care facilities for selecting, accumulating and packaging individual patient pharmaceutical prescriptions from bulk supplies of**Other Trademarks:**

		<i>Application Number</i>	<i>Docket #</i>	<i>Code</i>	<i>File Date</i>	<i>Status</i>
A-PAS (United States)	<i>Class Number: 17</i> <i>Class Type:</i> <i>International</i>	77/635,601	72255	IDS 06	12/18/2008	Inactive
ARTROMICK PAXIT AUTOMATION SYSTEM (United States)	<i>Class Type:</i> <i>International</i>	77/635,596	72254	IDS 05	12/18/2008	Inactive
	<i>Goods:</i> Machines for preparing and dispensing pharmaceutical prescriptions, namely, pharmacy or health care facility servicing machines for selecting, accumulating and packaging individual patient pharmaceutical prescriptions from bulk supplies of pharmaceuticals					
	<i>Goods:</i> Machines for preparing and dispensing pharmaceutical prescriptions, namely, pharmacy or health care facility servicing machines for selecting, accumulating and packaging individual patient pharmaceutical prescriptions from bulk supplies of pharmaceuticals					

Domain Names:

Domain Name: paxitpackaging.com

Domain Name: paxitpass.com

Domain Name: paxitautomation.com

SCHEDULE C

LICENSE AGREEMENTS

None.