

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
M.D. On-Line, Inc.		01/24/2012	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

Name:	Investors Bank
Street Address:	101 JFK Parkway
City:	Short Hills
State/Country:	NEW JERSEY
Postal Code:	07078
Entity Type:	NJ State Chartered Savings Bank: NEW JERSEY

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2274698	M.D. ON-LINE
Registration Number:	3345645	TRANSACTIONING THE BUSINESS OF HEALTHCARE
Registration Number:	3753398	ACCE\$\$
Serial Number:	85182102	TOTAL EDGE
Serial Number:	85182097	EHR EDGE
Serial Number:	85371538	CARE ALERT
Serial Number:	85371554	CLINICAL CONNECT
Serial Number:	85372217	INSTINCTIVE DATA
Serial Number:	85372220	SIXTH SENSE

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
 Phone: 800-927-9801 x2348  
 Email: jpaterso@cscinfo.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**TRADEMARK**

*via US Mail.*

Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	070966
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/24/2012

**Total Attachments: 11**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

M.D. Online, Inc.

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: New Jersey  
 Other \_\_\_\_\_

Citizenship (see guidelines) 4 Campus Drive, Parsippany, NJ

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Investors Bank

Internal Address: \_\_\_\_\_

Street Address: 101 JFK Parkway

City: Short Hills

State: NJ

Country: USA Zip: 07078

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 NJ State Chartered  
 Other Savings Bank      Citizenship NJ

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) January 24, 2012

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
See attached.

B. Trademark Registration No.(s)  
See attached.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See attached.

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Mark S. Battner, Esq., c/o Riker Danzig et al LLP

Internal Address: \_\_\_\_\_

Street Address: Headquarters Plaza, 1 Speedwell Avenue

City: Morristown

State: NJ Zip: 07962

Phone Number: 973-451-8493

Fax Number: 973-538-1984

Email Address: mrattner@riker.com

**6. Total number of applications and registrations involved:** 9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

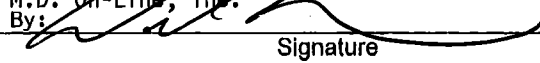
- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** M.D. On-Line, Inc.

By: 

Signature

January 24, 2012  
Date

William Bartzak, President and CEO  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:  

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

## COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

This **COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS** (this "**Agreement**") is made this 24<sup>th</sup> day of January, 2012, by **M.D. On-Line, Inc.**, having an address at 4 Campus Drive, Parsippany, New Jersey 07054 (the "**Assignor**"), to **Investors Bank**, having an address at 101 JFK Parkway, Short Hills, New Jersey 07078 (the "**Assignee**").

### RECITALS:

**WHEREAS**, the Assignor owns the entire right, title, and interest in and to the Patents and Trademarks (as each is defined below); and

**WHEREAS**, the Assignor, Educational Concepts In Medicine, L.L.C. ("**ECM**") and the Assignee are parties to that certain Loan Agreement dated of even date herewith (the "**Loan Agreement**"), pursuant to which the Assignee has agreed to extend a line of credit loan and a term loan to the Assignor and ECM (collectively, the "**Loans**"; capitalized terms used herein and not specifically defined herein shall have the meanings ascribed to them in the Loan Agreement); and

**WHEREAS**, as security for the Loans, the Assignor has, among other things, agreed to grant a security interest to the Assignee in all of its assets, including, without limitation, the Patents and Trademarks; and

**WHEREAS**, in addition to the security interest granted in the Patents and Trademarks hereunder, pursuant to a certain Security Agreement made by the Assignor to the Assignee of even date herewith (the "**Security Agreement**"), the Assignor has also granted to the Assignee a security interest in, among other things, the Patents and Trademarks; and

**WHEREAS**, as a condition to making the Loans, the Assignee has required the execution and delivery of this Agreement by the Assignor.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. **GRANT OF SECURITY INTEREST.** For value received and to secure the payment and performance obligations of Assignor under the Loans, the Loan Agreement and the other Loan Documents (as defined below) and all costs and expenses incurred by the Assignee to obtain, preserve, perfect and enforce the security interest granted herein (collectively, the "**Obligations**"), the Assignor hereby irrevocably pledges and assigns to, and grants the Assignee a continuing first priority Security Interest (the "**Security Interest**"), with power of sale to the extent permitted by law, in the Patents and Trademarks (as such terms are defined below).

As used herein the terms "**Patents**" shall mean the patents, patent applications and patent licenses set forth in Schedule I annexed hereto, which the Assignor hereby represents includes all correct and complete information concerning any patent, patent application and patent license in which it has any beneficial interest, and (i) all other extant letters patent of the United States or any other country or political subdivision, all formulations, inventions, registrations and recordings thereof in the United States or any other country or political subdivision, all applications for letters patent of the United States or any other country or political subdivision (the "**Future Patents**"), including, without limitation, all formulations, inventions, registrations, recordings and applications in the United States Patent and Trademark Office or any other country or political subdivision; (ii) all reissues, continuations, divisions, continuations in part or extensions of any of the foregoing; (iii) all formulations and inventions disclosed and claimed therein, including all improvements thereto and the right to make, use and/or sell the formulations and inventions disclosed and claimed therein; (iv) the right to sue for past, present and future infringement of any of the foregoing; (v) any written agreement executed or to be executed by the Assignor granting to any third

party any right to practice any formulation and/or invention disclosed or claimed in a patent, now or hereafter held by the Assignor, or granting to the Assignor any right to practice any formulations and/or inventions disclosed and claimed in a patent now or hereafter owned by any third party; and (vi) any claim of the Assignor against third parties for past, present or infringement of any patent or patent license, and any and all other amounts from time to time paid or payable in connection with any of the foregoing, and any and all other proceeds of the foregoing.

As used herein, the term "**Trademarks**" shall mean the trademarks, trademark registrations and trademark applications set forth in Schedule II annexed hereto which the Assignor hereby represents includes all correct and complete information concerning any trademark, trademark registration, and trademark application in which it has any beneficial interest, and all common law trademarks, and (i) all other trademarks, trademark registrations and trademark applications (the "**Future Trademarks**"), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including, without limitation each trademark, trademark registration and trademark application referred to in Schedule II annexed hereto; (ii) each trademark license, including, without limitation, each trademark license listed in Schedule II annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and (iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Assignor against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in Schedule II annexed hereto, and any trademark licensed under any trademark license, including, without limitation, any trademark license listed in Schedule II annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing;

The Patents and Trademarks shall be collectively referred to as the "**Collateral**". Any term used in this Agreement and in any financing statement filed in connection herewith which is defined in the Uniform Commercial Code as in effect in the State of New Jersey on the date this Agreement is signed by the Assignor (the "**UCC**") and not otherwise defined in this Agreement, the Loan Agreement, the Note, the Security Agreement, or any other document executed or delivered in connection therewith or any of the transactions contemplated thereby (collectively, the "**Loan Documents**") has the meaning given to such term in the UCC.

2. **ASSIGNMENT.** In order to secure the prompt payment, and observance of the Obligations, the Assignor does hereby collaterally assign to the Assignee any and all of the Assignor's rights in the Collateral.

3. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** The Assignor hereby represents, warrants and covenants to the Assignee as follows:

(a) **Title.** The Assignor has absolute title to each Patent and Trademark listed on Schedule I and Schedule II, respectively, free and clear of all liens and encumbrances and the Assignee will have, at the time the Assignee acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark, free and clear of all liens, claims, security interests and encumbrances.

(b) **No Sale.** The Assignor will not assign, transfer, encumber or otherwise dispose of the Collateral, or any interest therein, without the Assignee's prior written consent, which consent may be withheld in the Assignee's sole and absolute discretion.

(c) **Validity; Actions.** The Assignor has notified the Assignee in writing of (i) all prior licenses, conveyances and transfers of which the Assignor is aware and that are in effect and (ii) all suits pending, or litigation threatened, of which the Assignor has actual knowledge, in each case which relate in any way to any of the Patents and Trademarks. The Assignor will, for each Patent and Trademark and all Future Patents and Future Trademarks, take reasonable steps to ensure that the Assignor does not knowingly

do any act, or knowingly omit to do any act, whereby any Patent or Trademark or Future Patent or Future Trademark may become invalidated or dedicated, and shall continue to mark any products covered by a Patent or Future Patent with the relevant patent number as required by the patent laws.

(d) Notification. Assignor shall notify the Assignee within thirty (30) days of the Assignor's acquisition and registration of any new patents and trademarks.

(e) Filings. The Assignor will file new applications to register and protect under applicable law all patents and trademarks developed or acquired by the Assignor but for which applications have not been previously filed and to take all other actions necessary to cause registrations for such patents and trademarks to be issued as a result of said applications, to the extent the Assignor's management determines it is commercially reasonable to do so. To effectuate the same, the Assignor will file new applications to register and protect under applicable law all patentable inventions acquired by the Assignor but for which applications have not been previously filed and to take all other actions necessary to cause all patents to be issued as a result of such applications, to the extent the Assignor's management determines it is commercially reasonable to do so. The Assignor, shall timely execute, deliver and file for record, at the Assignor's expense, in the United States Patent and Trademark office, notice of this security interest in favor of the Assignee for each and every application for any Future Patent or Future Trademark with the United States Patent and Trademark office.

(f) Maintenance. To the extent the Assignor's management determines it is commercially reasonable to do so, the Assignor will take all steps reasonably necessary in any proceeding before the United States Patent and Trademark Office to maintain and pursue each application relating to the Patents and Trademarks and all Future Patents and Future Trademarks, which are or may become a part of the Collateral and to maintain each registration of all such Patents and Trademarks and Future Patents and Future Trademarks for the full term or terms permitted by law, including, without limitation, appropriate filing of applications for renewal, affidavits of use, affidavits of incontestability and maintenance fees, and where appropriate, to initiate opposition, interference and cancellation proceedings against third parties.

(g) Infringement, Misappropriation or Dilution. The Assignor will use commercially reasonable efforts to protect the Collateral from infringement, unfair competition, misappropriation, dilution and/or damage. In the event that the Assignor believes that any Collateral has been infringed, misappropriated or diluted by a third party, to the extent the Assignor's management determines it is commercially reasonable to do so, the Assignor shall promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral, including the defense of any legal actions making such claims.

4. FURTHER ASSURANCES. The Assignor hereby authorizes the filing of one or more financing statements covering the Collateral in form satisfactory to the Assignee, and without the Assignor's signature where authorized by law and will pay all costs and expenses of filing or applying for the same or of filing this Assignment in all public filing offices, where filing is deemed by the Assignee to be desirable.

5. EVENTS OF DEFAULT. The Assignor shall, at the option of the Assignee, be in default under this Agreement upon the happening of any default of Event of Default (or similarly denominated term) under the Loan Agreement (each, an "Event of Default").

6. REMEDIES. Upon the happening of any Event of Default, the Assignee shall have the right to declare all Obligations immediately due and payable in accordance with its rights hereunder and under the Loan Agreement and the other Loan Documents and shall have all of the remedies of a secured party under the Uniform Commercial Code and at law or in equity. No failure on the part of the Assignee to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Assignee of any right, power or remedy hereunder preclude any other or further exercise of any right, power or remedy. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law, in equity or under the Loan Agreement

or the other Loan Documents. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Assignor shall pay the Assignee the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Assignee in connection with or as a result of the Assignee exercising its rights under this Section 6.

7. **POWER OF ATTORNEY.** From and after an Event of Default, Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of the Assignor with full power of substitution to take any and all appropriate action and to execute any and all documents, instruments or applications that may be necessary or desirable to accomplish the purpose and carry out the terms of this Agreement. The foregoing power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations have been paid in full. Neither the Assignee nor anyone acting on the Assignee's behalf shall be liable for acts, omissions, errors in judgment, or mistakes in fact in such capacity as attorney-in-fact. The Assignor ratifies all acts of the Assignee as attorney-in-fact. The Assignor agrees to take such other actions, at the Assignor's expense, as might be requested for the perfection, continuation and assignment, in whole or in part, of the security interests granted herein and to assure and preserve the Assignee's intended priority position.

8. **PAYMENT OF EXPENSES.** At its option and with notice to the Assignor, the Assignee may discharge taxes, liens, security interests or such other encumbrances as may attach to the Collateral. The Assignor will reimburse the Assignee on demand for any payment so made or any expense incurred by the Assignee pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or expenses so incurred by the Assignee.

9. **NOTICES.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt if delivered personally to such party, or if sent by facsimile transmission with confirmation of delivery, or by nationally recognized overnight courier service, to the address set forth above or to such other address as any party may give to the other in writing for such purpose.

10. **ILLEGALITY.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

11. **CHANGES IN WRITING.** No modification, amendment or waiver of any provision of this Agreement nor consent to any departure by the Assignor therefrom, will in any event be effective unless the same is in writing and signed by both parties, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Assignor in any case will entitle the Assignor to any other or further notice or demand in the same, similar or other circumstance.

12. **ENTIRE AGREEMENT.** This Agreement (including the documents and instruments referred to herein) along with the Security Agreement and the other Loan Documents constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. In the event of any inconsistencies between this, the Security Agreement and any other Loan Document pertaining to the subject matter hereof, the agreement that provides the greatest rights and benefits to the Assignee shall prevail.

13. **COUNTERPARTS.** This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts (including via facsimile or an electronic exchange of 'PDF' copies of signature pages hereto), but all such copies shall constitute one and the same instrument.

14. **SUCCESSORS AND ASSIGNS.** This Agreement will be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns; provided, however, that

Assignor may not assign this Agreement in whole or in part without the prior written consent of the Assignee and the Assignee at any time may assign this Agreement in whole or in part.

**15. INTERPRETATION.** In this Agreement, unless the Assignee and the Assignor otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other gender; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement unless otherwise indicated. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. If this Agreement is executed by more than one grantor, the obligations of such persons or entities will be joint and several.

**16. INDEMNITY.** The Assignor agrees to indemnify each of the Assignee, its successors and assigns (the "**Indemnified Parties**") and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, all reasonable fees of counsel with whom any Indemnified Party may consult and all expenses of litigation or preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party as a result of its breach under this Agreement (collectively, the "**Losses**"); provided, however, that the foregoing indemnity agreement shall not apply to Losses solely attributable to an Indemnified Party's negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Agreement. Assignor may participate at its expense in the defense of any such claim.

**17. GOVERNING LAW AND JURISDICTION.** This Agreement has been delivered to and accepted by the Assignee and will be deemed to be made in the State of New Jersey. **THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY, EXCEPT THAT THE LAWS OF THE STATE WHERE ANY COLLATERAL IS LOCATED (IF OTHER THAN THE STATE OF NEW JERSEY) SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON SUCH PROPERTY OR ANY INTEREST THEREIN.** The Assignor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the State of New Jersey, and consents that all service of process be sent by nationally recognized overnight courier service directed to the Assignor at the Assignor's address set forth herein and service so made will be deemed to be completed on the business day after deposit with such courier; provided that nothing contained in this Agreement will prevent the Assignee from bringing any action, enforcing any award or judgment or exercising any rights against the Assignor individually, against any security or against any property of the Assignor within any other county, state or other foreign or domestic jurisdiction. The Assignor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.


**19. WAIVER OF JURY TRIAL.** THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

*[Signature Page Follows]*

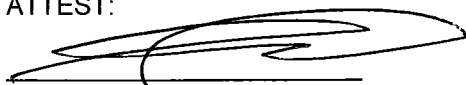


**IN WITNESS WHEREOF**, the Assignor and the Assignee have executed this Collateral Assignment of Patents and Trademarks as of the day and year first written.


INVESTORS BANK

By:   
Name: Erik Larsen  
Title: Vice President

ATTEST:

  
Jonathan D. Clemente  
Secretary and General Counsel

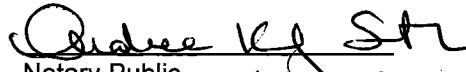
M.D. ON-LINE, INC.

By:   
Name: William Bartzak  
Title: President and Chief Executive Officer

A C K N O W L E D G E M E N T

State of New Jersey            )  
  ) SS.:  
County of Morris                )

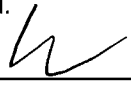
On the 24<sup>th</sup> day of January, in the year 2012 before me, the undersigned, personally appeared William Bartzak personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as President and Chief Executive Officer of M.D. On-Line, Inc. and acknowledged to me that he executed the same in his capacity as President and Chief Executive Officer on behalf of such entity, as its voluntary act and deed.

  
Notary Public *Andrew Kitzis Smith*  
*Attorney at Law*  
*State of NJ*

A C K N O W L E D G E M E N T

State of New Jersey            )  
  ) SS.:  
County of Morris                )

On the 24<sup>th</sup> day of January, in the year 2012, before me, the undersigned, personally appeared Erik Larsen personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as a Vice President of Investors Bank and acknowledged to me that he executed the same in his capacity as a Vice President on behalf of such entity, as its voluntary act and deed.

  
Notary Public  
*Linda W. Prentiss*  
*attorney At Law of the*  
*State of New Jersey*



SCHEDULE I

PATENTS  
AND  
PATENT APPLICATIONS

Title	Application Number	Application Date	Publication Number	Publication Date	Patent Number	Issue Date
Utility Patent Application entitled "System and Method for Medical Messaging"	#13/089,736	April 19, 2011	N/A	N/A	N/A	N/A

SCHEDULE II

TRADEMARKS, SERVICE MARKS  
AND  
REGISTRATIONS

Mark (including all Common law Marks)	Application Number	Filing Date (mm/dd/yy)	Registration Number	Registration Date (mm/dd/yy)	Owner of Record
M.D. On-Line	74713687	08/10/95	2274698	08/31/99	MDOL
Transacting the Business of Healthcare	78767611	12/6/05	3345645	11/27/07	MDOL
ACCE\$\$ (and design)	78968677	9/7/06	3753398	2/23/10	MDOL

APPLICATIONS

Mark	Application Number	Filing Date (mm/dd/yy)	Owner of Record
Total Edge	85182102	11/22/10	MDOL
HER Edge	85182097	11/21/10	MDOL
Care Alert	85371538	7/14/11	MDOL
Clinical Connect	85371554	7/14/11	MDOL
Instinctive Data	85372217	7/15/11	MDOL
Sixth Sense	85372220	7/15/11	MDOL