

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AssureRX Health, Inc.		01/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78904520	ASSURERX	
Serial Number:	85460254	GENESIGHT	
Serial Number:	77654552	GENESIGHTRX	
Serial Number:	85372188	HELPING PATIENTS RECLAIM THEIR LIVES	
Serial Number:	77845174	RIGHT DRUG. RIGHT DOSE. RIGHT NOW.	
Serial Number:	85526863	MYASSURERX	
CORRESPONDENCE DATA			
Fax Number:	(866)621-3527		
Phone:	866-621-3516		
Email:	pkellner@nationalcorp.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:	Patrick Kellner		
Address Line 1:	523 W Sixth St Suite 544		
Address Line 2:	National Corporate Research		
Address Line 4:	Los Angeles, CALIFORNIA 90014		

OP \$165.00 78904520

ATTORNEY DOCKET NUMBER:	L063403
NAME OF SUBMITTER:	Catherine C. Fisk
Signature:	/Catherine C. Fisk/
Date:	02/03/2012
Total Attachments: 8 source=Signed IP Agreement#page1.tif source=Signed IP Agreement#page2.tif source=Signed IP Agreement#page3.tif source=Signed IP Agreement#page4.tif source=Signed IP Agreement#page5.tif source=Signed IP Agreement#page6.tif source=Signed IP Agreement#page7.tif source=Signed IP Agreement#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ASSURERX HEALTH, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) 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;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All 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");

(e) 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 Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All 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");

(g) 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;

(h) 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;

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

(j) 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.

Grantor represents and warrants as follows: Exhibit A sets forth a list of all of Grantor's registered copyrights and applications for registration of copyrights; Exhibit B sets forth a list of all of Grantor's patents and patent applications; Exhibit C sets forth a list of all of Grantor's federally registered trademarks and applications for federal registration of trademarks; and Exhibit D sets forth a list of all of Grantor's registered mask works and applications for registration of mask works.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, of any or all other rights, powers or remedies. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together constitute one Intellectual Property Security Agreement.

[Signature page follows.]

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.

GRANTOR:

Address of Grantor:

ASSURERX HEALTH, INC.

6030 S. Mason-Montgomery Road  
Mason, OH 45040  
Attn: Chief Operating Officer

By:   
Title: President & CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

1550 Utica Avenue South  
St. Louis Park, MN 55416  
Attn: Adam Glick

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

[Signature page to Intellectual Property Security Agreement]

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GRANTOR:

Address of Grantor:

ASSURERX HEALTH, INC.

6030 S. Mason-Montgomery Road  
Mason, OH 45040  
Attn: Chief Operating Officer

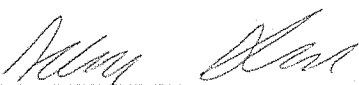
By: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

1550 Utica Avenue South  
St. Louis Park, MN 55416  
Attn: Adam Glick

By:  \_\_\_\_\_  
Title: *Relationship Manager*

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AssureRx Patient Report	VA0001799250	2/4/11

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
AssureRx	3652725 (serial # 78/904,520)	7/7/09
Genesight	Pending (serial # 85/460,254)	10/31/11
GeneSightRx	3736090 (serial # 77/654,552)	1/12/10
Helping Patients Reclaim Their Lives	Pending (serial # 85/372,188)	7/15/11
Right Drug. Right Dose. Right Now.	3813463 (serial # 77/845,174)	7/6/10
MYASSURERX	Pending (serial # 85/526,863)	1/27/12

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None