

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|-----------------------|
| MEDVANTX, INC. | | 07/31/2012 | CORPORATION: DELAWARE |
| AMERIPHARM, INC. | | 07/31/2012 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|--|
| Name: | DOW EMPLOYEES' PENSION PLAN TRUST, as Collateral Agent |
| Street Address: | 1320 Waldo Avenue, Suite 100 |
| Internal Address: | Dorinco Building |
| City: | Midland |
| State/Country: | MICHIGAN |
| Postal Code: | 48642 |
| Entity Type: | TRUST: UNITED STATES |
| Composed Of: | <ul style="list-style-type: none"> • Gary McGuire, UNITED STATES, INDIVIDUAL • The Northern Trust Company, ILLINOIS, CORPORATION |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2733034 | X |
| Registration Number: | 2733033 | MEDVANTX |
| Registration Number: | 2733032 | MEDVANTX |
| Registration Number: | 2733031 | MEDVANTX |
| Registration Number: | 2733030 | X |
| Registration Number: | 2733029 | X |

CORRESPONDENCE DATA

Fax Number: 2136270705
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (213) 683-5627
 Email: nancychow@paulhastings.com

CH \$165.00 2733034

Correspondent Name: Nancy Chow
Address Line 1: Paul Hastings LLP
Address Line 2: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

| | |
|-------------------------|--------------------------|
| ATTORNEY DOCKET NUMBER: | DOW/MEDVANTX 58715.00061 |
| NAME OF SUBMITTER: | Nancy Chow |
| Signature: | /Nancy Chow/ |
| Date: | 08/01/2012 |

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”), dated as of July 31, 2012 is executed and delivered by the Grantors listed on the signature pages hereof (collectively, jointly, and severally, the “*Grantors*” and each, individually a “*Grantor*”), in favor of Dow Employees’ Pension Plan Trust (“*Dow*”), in its capacity as collateral agent for the below defined Investors (in such capacity, together with its successors and assigns in such capacity, “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “*Loan Agreement*”) by and among Dow, Union Carbide Employees’ Pension Plan Trust (“*Union*”), the other investors identified on Schedule A to the Loan Agreement (together with Dow and Union, each individually an “*Investor*” and collectively the “*Investors*”), and MedVantx, Inc., a Delaware corporation (“*MedVantx*”) the Investors have agreed to make certain financial accommodations available to MedVantx from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Investors have agreed to appoint Collateral Agent as, and Collateral Agent has agreed to act as collateral agent for the benefit of the Investors in connection with the transactions contemplated by this Agreement; and

WHEREAS, in order to induce the Investors to enter into the Loan Agreement and the other Loan Documents, and to induce the Investors to make certain financial accommodations to MedVantx pursuant to the Loan Agreement and the other Loan Documents, each Grantor has agreed to grant a continuing security interest in and to the below-defined Intellectual Property Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the below-defined Secured Obligations.

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Certain Definitions; Construction.

(a) Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement. Any terms (whether capitalized or lower case) used in this Agreement that are defined in the Code shall be construed and defined as set forth in the Code unless otherwise defined herein or in the Loan Agreement; provided, that to the extent that the Code is used to define any term used herein and if such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern.

(b) In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

(i) “Copyrights” means any and all rights in any works protectable by copyright, including (A) copyrights, (B) copyright registrations and recordings thereof and all applications in connection therewith, including those listed on Exhibit A, (C) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for

past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor's rights corresponding thereto throughout the world.

(ii) "Excluded Property" has the meaning ascribed to such term in the Security Agreement.

(iii) "Intellectual Property Collateral" means any and all Patents, Copyrights, Trademarks, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, uniform resource locators, and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof. Notwithstanding the foregoing, "Intellectual Property Collateral" shall not include any Excluded Property.

(iv) "Intellectual Property Licenses" means, with respect to any Person (the "Specified Party"), (A) any licenses or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including (x) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses), (y) the license agreements listed on Exhibit B, and (z) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of Collateral Agent's or any Investor's rights under the Loan Documents.

(v) "Patents" means patents and patent applications, including (A) the patents and patent applications listed on Exhibit C, (B) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) the right to sue for past, present, and future infringements thereof, and (E) all of each Grantor's rights corresponding thereto throughout the world.

(vi) "Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit D, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (F) all of each Grantor's rights corresponding thereto throughout the world.

(vii) "Secured Obligations" means each and all of the following: (A) all of the present and future obligations of each of the Grantors arising from, or owing under or pursuant to, the Loan Agreement and the other Loan Documents (including this Agreement) to which it is a party, and (B) all of the present and future obligations of each of the Grantors arising from the Guaranty, and (C) all other obligations of Borrower and all other obligations of each Guarantor under the Guaranty and the other Loan Documents to which it is a party (including, in the case of each of clauses (A), (B) and (C), reasonable attorneys fees and expenses and any interest, fees, or expenses that accrue after the filing of an

Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Proceeding).

(viii) “Security Agreement” means that certain Security Agreement dated as of the date hereof by and among the Grantors, Collateral Agent, and the Investors.

(c) Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein or in the Loan Agreement). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of information inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form. The captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

2. Grant of Security.

(a) Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Collateral Agent, for the benefit of each Investor, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the “*Security Interest*”) in all of such Grantor’s right, title, and interest in and to its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, C, and D hereto), and including without limitation all proceeds thereof (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 with respect to all Patents, all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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

(c) The security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter

3. Representations and Warranties; Certain Covenants.

(a) Each Grantor represents and warrants that Exhibits A, C, and D attached hereto set forth, as of the date hereof, any and all Copyrights, Patents, and Trademarks in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. 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.

(b) If any Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new Intellectual Property Collateral consisting of Patents, Trademarks or Copyrights that are registered or the subject of pending applications for registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement upon receipt of such written notice from a Grantor by amending Exhibit A, C, or D to include any such new Intellectual Property Collateral consisting of Patents, Trademarks or Copyrights that are registered or the subject of pending applications for registration. Additionally, upon the request of Collateral Agent, in order to facilitate filings with the United States Patent and Trademark Office or the United States Copyright Office, each Grantor shall execute and deliver to Collateral Agent one or more additional intellectual property security agreements substantially in the form of this Agreement to further evidence Collateral Agent's Lien on any of such Grantor's Patents, Trademarks, or Copyrights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A, C, or D shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Intellectual Property Collateral, whether or not listed on Exhibit A, C, or D.

(c) Anything to the contrary in this Agreement notwithstanding, in no event shall any Grantor, either itself or through any agent, employee, licensee, or designee, file an application for the registration of any Copyright with the United States Copyright Office or any similar office or agency in another country without giving Collateral Agent written notice thereof at least five (5) Business Days prior to such filing.

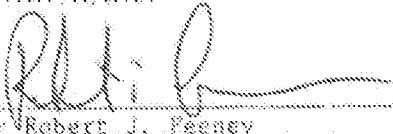
4. COUNTERPARTS. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

5. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 11 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers therunto duly authorized as of the first date written above.

GRANTORS:

MEDVANTX, INC.

By: 
Name: Robert J. Feeney
Title: President and Chief Executive Officer

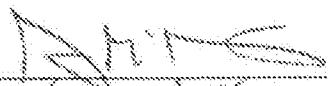
AMERIPHARM, INC.

By: 
Name: Robert J. Feeney
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

COLLATERAL AGENT:

DOW EMPLOYEES' PENSION PLAN TRUST

By: 
Name: Eric Hillman
Title: Regional Director
of Risk Factor Investments

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Medvanta July 2012

Exhibit A

Copyrights

None.

Exhibit B
License Agreements

None.

Exhibit C

Patents

| <u>Grantor</u> | <u>Description</u> | <u>Patent Application No./Issued Patent No.</u> | <u>Date</u> |
|----------------|--------------------|---|-------------|
| MedVantx, Inc. | Rx Connect | Application No. 13/283427 | 10/27/11 |

Exhibit D

Trademarks

| <u>Grantor</u> | <u>Description</u> | <u>Serial/Registration Number</u> | <u>Application/Registration Date</u> |
|----------------|--------------------|---------------------------------------|--|
| MedVantx, Inc. | X (and design) | 2,733,034 | 07/01/03 |
| MedVantx, Inc. | Medvantx | 2,733,033 | 07/01/03 |
| MedVantx, Inc. | Medvantx | 2,733,032 | 07/01/03 |
| MedVantx, Inc. | Medvantx | 2,733,031 | 07/01/03 |
| MedVantx, Inc. | X (and design) | 2,733,030 | 07/01/03 |
| MedVantx, Inc. | X (and design) | 2,733,029 | 07/01/03 |