

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
MBI Benefits, Inc.		08/15/2012	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2992365	MBI	
Registration Number:	2992363	MBI	
Registration Number:	2992361	POWERED BY MBI	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1988039		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$90.00 2992365

Signature:	/richard kalwa/
Date:	08/15/2012
<p>Total Attachments: 27 source=3246675#page1.tif source=3246675#page2.tif source=3246675#page3.tif source=3246675#page4.tif source=3246675#page5.tif source=3246675#page6.tif source=3246675#page7.tif source=3246675#page8.tif source=3246675#page9.tif source=3246675#page10.tif source=3246675#page11.tif source=3246675#page12.tif source=3246675#page13.tif source=3246675#page14.tif source=3246675#page15.tif source=3246675#page16.tif source=3246675#page17.tif source=3246675#page18.tif source=3246675#page19.tif source=3246675#page20.tif source=3246675#page21.tif source=3246675#page22.tif source=3246675#page23.tif source=3246675#page24.tif source=3246675#page25.tif source=3246675#page26.tif source=3246675#page27.tif</p>	

SECURITY AGREEMENT RE: INTELLECTUAL PROPERTY

This Security Agreement Re: Intellectual Property (the "*Agreement*") dated as of August 15, 2012, by and among Talon Benefits Acquisition Corp. (which on the Closing Date shall be merged with and into FIS Healthcare Holdings, LLC, with Alegeus Technologies, LLC (f/k/a FIS Healthcare Holdings, LLC), surviving such merger as the borrower) (the "*Borrower*") and the other parties executing this Agreement under the heading "*Debtors*" (the Borrower and such other parties, along with any parties who execute and deliver to the Agent an agreement substantially in the form attached hereto as Schedule D, being hereinafter referred to collectively as the "*Debtors*" and individually as a "*Debtor*") each with its mailing address as set forth in Section 17(b) below, and Bank of Montreal, a Canadian chartered bank acting through its Chicago branch ("*BMO*") with its mailing address as set forth in Section 17(b) below, acting as administrative agent hereunder for the Secured Creditors hereinafter identified and defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*");

WITNESSETH THAT:

WHEREAS, the Borrower, Alegeus Technologies Holdings Corp. (f/k/a Talon Benefits Holdings Corp.) (the "*Parent*") the other Debtors, and BMO, individually and as Agent, have entered into a Credit Agreement dated as of August 15, 2012 (such Credit Agreement as the same may be amended, modified or restated from time to time being hereinafter referred to as the "*Credit Agreement*"), pursuant to which BMO and other banks and financial institutions and letter of credit issuers from time to time party to the Credit Agreement (BMO, in its individual capacity, and such other banks and financial institutions being hereinafter referred to collectively as the "*Lenders*" and individually as a "*Lender*" and such letter of credit issuers being hereinafter referred to collectively as the "*L/C Issuers*" and individually as a "*L/C Issuer*") have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower (the Agent, the L/C Issuers, and the Lenders, together with affiliates of the Lenders with respect to Hedging Liability and Bank Product Obligations referred to below, being hereinafter referred to collectively as the "*Secured Creditors*" and individually as a "*Secured Creditor*"); and

WHEREAS, in addition, one or more of the Debtors may from time to time be liable to the Secured Creditors and/or their affiliates with respect to Hedging Liability and/or Bank Product Obligations (as such terms are defined in the Credit Agreement); and

WHEREAS, as a condition to extending credit or otherwise making financial accommodations available to or for the account of the Borrower under the Credit Agreement, the Secured Creditors require, among other things, that each Debtor grant to the Agent for the benefit of the Secured Creditors a lien on and security interest in the intellectual property of such Debtor described herein subject to the terms and conditions hereof; and

WHEREAS, the Parent owns all of the equity interest in the Borrower and provides the Borrower with financial, management, administrative and technical support which enables the Borrower to conduct their business in an orderly and efficient manner in the ordinary course; and

WHEREAS, each Debtor will benefit, directly or indirectly, from credit and other financial accommodations extended by the Secured Creditors to the Borrower;

NOW, THEREFORE, for and in consideration of the execution and delivery by the Lenders of the Credit Agreement, and other good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Grant of Security Interest in the Collateral; Obligations Secured. (a) As collateral security for the Secured Obligations defined below, each Debtor hereby grants to the Agent for the benefit of the Secured Creditors a lien on and security interest in, and acknowledges and agrees that the Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in, any and all right, title and interest of each Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to the following:

(i) *Patents.* Patents, whether now owned or hereafter acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Patents*" means and includes (i) all letters patent of the United States of America or any other country or any political subdivision thereof, all registrations and recordings thereof, and all applications for letters patent of the United States of America or any other country or any political subdivision thereof, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof and (ii) all reissues, continuations, continuations-in-part, divisions, or extensions thereof), including, without limitation, each issued Patent or Patent application listed on Schedule A-1 hereto, and all of the inventions now or hereafter described or claimed in such Debtor's Patents;

(ii) *Patent Licenses.* Patent Licenses, whether now owned or hereafter acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Patent Licenses*" means and includes any written agreement granting to any person any right to exploit, use or practice any invention on which a Patent is owned by another person), and all royalties and other sums due or to become due under or in respect of such Debtor's Patent Licenses, together with the right to sue for and collect all such royalties and other sums;

(iii) *Trademarks.* Trademarks and Trademark registrations, whether now owned or hereafter adopted or acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Trademarks*" means and includes (i) all trademarks, trade names, trade styles, trade dress, domain names, service marks and logos, whether or not registered, all prints and labels on which said trademarks, trade names, trade styles, service marks and logos have appeared or appear and all designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof or any other country or any political

subdivision thereof and (ii) all reissues, extensions or renewals thereof), including, without limitation, each Trademark listed on Schedule B-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark registration and all customer lists and other records of such Debtor relating to the distribution of products bearing, or rendition of services otherwise relating to, a Trademark;

(iv) *Trademark Licenses.* Trademark Licenses, whether now owned or hereafter acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Trademark Licenses*" means and includes any written agreement granting to any person any right to use or exploit any Trademark or Trademark registration of another person), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed and all royalties and other sums due or to become due under or in respect of the such Debtor's Trademark Licenses, together with the right to sue for and collect all such royalties and other sums;

(v) *Copyrights.* Copyrights and Copyright registrations, whether now owned or hereafter adopted or acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Copyrights*" means and includes (i) all copyrights, whether or not published or registered, and all works of authorship and other intellectual property and the rights therein, including, without limitation, copyrights for computer programs and data bases, copyrightable materials, and all tangible property embodying such copyrights or copyrightable materials, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof, and (ii) all renewals, derivative works, enhancements, modifications, new releases and other revisions thereof, and (iii) all accounts receivable, income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith, and (iv) all rights corresponding thereto throughout the world, including, without limitation, each Copyright registration and application listed on Schedule C-1 hereto;

(vi) *Copyright Licenses.* Copyright Licenses, whether now owned or hereafter acquired, or in which such Debtor now has or hereafter acquires any rights (the term "*Copyright Licenses*" means and includes any written agreement granting to any person the right to use or exploit any Copyright or Copyright registration of another person, including, without limitation, the right to use the foregoing to prepare for sale or distribution and sell or distribute any and all inventory now or hereafter owned by such Debtor and now or hereafter covered by such licenses), and all royalties and other sums due or to become due under or in respect of such Debtor's Copyright Licenses, together with the right to sue for and collect all such royalties and other sums;

(vii) *Know-How and Trade Secret Collateral.* All know-how, inventions, processes, methods, information, data, plans, blueprints, specifications, designs,

drawings, engineering reports, test reports, material standards, processing standards, and trade secrets, and performance standards in which such Debtor now has or hereafter acquires any rights, to the extent that the foregoing are proprietary to and pertain to manufacturing, production or processing operations of such Debtor, and all licenses or other similar agreements granted to or by such Debtor with respect to any of the foregoing;

(viii) *General Intangibles and Records and Cabinets.* General intangibles relating to any of the above-described property and supporting evidence and documents relating to any of the above-described property, including, without limitation, written applications, correspondence, delivery receipts and notes, together with all books of account, ledgers and cabinets in which the same are reflected or maintained, all whether now existing or hereafter arising and in which such Debtor now has or hereafter acquires any rights;

(ix) *Accessions and Additions.* All accessions and additions to, and substitutions and replacements of, any and all of the foregoing, whether now existing or hereafter arising and in which such Debtor now has or hereafter acquires any rights; and

(x) *Proceeds and Products.* All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising and in which such Debtor now has or hereafter acquires any rights, including, without limitation, (i) any claim of such Debtor against third parties for damages by reason of past, present or future infringement of any Patent or any Patent licensed under any Patent License, (ii) any claim by such Debtor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or Trademark registration or of any Trademark licensed under any Trademark License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or Trademark registration or of any Trademark licensed under any Trademark License, (iii) any claim of such Debtor against third parties for damages by reason of past, present or future infringements of any Copyright or Copyright registration or of any Copyright licensed under any Copyright License, and (iv) any claim by such Debtor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clauses (i), (ii), (iii) and (iv);

all of the foregoing being herein sometimes referred to as the "*Collateral*"; *provided* that the Collateral shall not include (i) pledges and security interests prohibited by law, rule or regulation (in each case for so long as such prohibition remains in effect) including, without limitation, in any intent-to-use Trademark application filed in the United States Patent and Trademark Office, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by such office pursuant to the Lanham Act, to the extent that granting a security interest or other lien in such Trademark application prior to such filing would adversely affect such Trademark application, (ii) any lease, license or other agreement or any Property acquired, constructed,

fixed or improved and financed with indebtedness permitted under Section 8D.1 of the Credit Agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or terms of any such indebtedness or create a right of termination in favor of, or require the consent of, any other party thereto (other than the Borrower or a Debtor) after giving effect to applicable anti-assignment provisions under the Uniform Commercial Code and only so long as such prohibition remains in effect, other than receivables and proceeds thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (iii) those assets as to which the Agent and the Borrower reasonably determine that the burden or cost of obtaining such a security interest or perfection thereof outweighs the benefit to the Lenders of the security to be afforded thereby; *provided*, that, (A) the foregoing exclusions in clauses (i) and (ii) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408, or 9-409 of the Uniform Commercial Code as in effect in the State of New York or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit the Agent's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of the applicable Property and (B) the foregoing exclusions in clauses (i) and (ii) shall in no way be construed to limit, impair, or otherwise affect any of Agent's, any other Secured Creditor's continuing security interests in and liens upon any rights or interests of any Debtor in or to (1) monies due or to become due under or in connection with any described Property, or (2) any proceeds from the sale, license, lease, or other dispositions of any such Property.

(b) This Agreement is made and given to secure, and shall secure, the prompt payment and performance of (a) all "Obligations," "Hedging Liability," and "Bank Product Obligations," as such terms are defined in the Credit Agreement, and all obligations of the Debtors, and of any of them individually, arising under any guaranty issued by it relating to the foregoing or any part thereof, in each case whether now existing or hereafter arising (and whether arising before or after the filing of a petition in bankruptcy and including all interest, costs, fees, and charges after the entry of an order for relief against a Debtor in a case under Title 11 of the United States Bankruptcy Code or any similar proceeding, whether or not such interest, costs, fees and charges would be an allowed claim against such Debtor in such proceeding), due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired and (b) any and all reasonable and documented out-of-pocket expenses and charges, legal or otherwise, suffered or incurred by the Secured Creditors, and any of them individually, in collecting or enforcing any of such indebtedness, obligations, and liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby (all of the indebtedness, obligations, liabilities, expenses, and charges described above being hereinafter referred to as the "*Secured Obligations*"). Notwithstanding anything in this Agreement to the contrary, the right of recovery against any Debtor under this Agreement (other than the Borrower to which this limitation shall not apply) shall not exceed \$1.00 less than the lowest amount that would render such Debtor's obligations under this Agreement void or voidable under applicable law, including fraudulent conveyance law.

Section 2. Terms Defined in Credit Agreement. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Credit Agreement. The term "Debtor" and "Debtors" as used herein shall mean and include the Debtors

collectively and also each individually, with all grants, representations, warranties, and covenants of and by the Debtors, or any of them, herein contained to constitute joint and several grants, representations, warranties, and covenants of and by the Debtors; *provided, however*, that unless the context in which the same is used shall otherwise require, any grant, representation, warranty or covenant contained herein related to the Collateral shall be made by each Debtor only with respect to the Collateral owned by it or represented by such Debtor as owned by it. The terms “including” (and its variants) shall be interpreted to mean “including, but not limited to,” regardless of whether the phrase “, but not limited to,” is used in connection with the same.

Section 3. [Reserved].

Section 4. Use of Collateral. Notwithstanding anything to the contrary contained in this Agreement, until an Event of Default hereunder has occurred and is continuing and thereafter until otherwise notified by the Agent, each Debtor may continue to exploit, license, use, enjoy and protect the Collateral throughout the world and the Agent shall from time to time execute and deliver, upon written request of each Debtor, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of each Debtor to enable such Debtor to continue to exploit, license, use, enjoy and protect the Collateral throughout the world.

Section 5. Representations and Warranties of the Debtors. Each Debtor hereby represents and warrants to the Secured Parties as follows:

(a) Each Debtor represents and warrants to each Secured Creditor that Schedules A-1, B-1, and C-1 hereto, respectively, are true and correct lists of all issued Patents or Patent applications, Trademarks, and registrations and applications for Copyrights owned by the Debtors as of the date hereof.

(b) Upon filings and the acceptance thereof in the appropriate offices under the Uniform Commercial Code and in the United States Patent and Trademark Office and the United States Copyright Office, this Agreement will create a valid and duly perfected first priority lien and security interest in the Collateral located in the United States of America subject to no prior liens or encumbrances.

Section 6. Covenants and Agreements of the Debtors. Each Debtor hereby covenants and agrees with the Secured Creditors as follows:

(a) On a continuing basis, each Debtor will, at the expense of such Debtor, subject to any prior licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places within the United States of America, all such instruments, including, without limitation, appropriate financing and continuation statements and collateral agreements, and take all such action, as may be deemed necessary or advisable by the Agent (i) to carry out the intent and purposes of this Agreement, (ii) to assure and confirm to the Agent the grant and perfection of a first priority security interest in the Collateral for the benefit of the

Secured Creditors or (iii) to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

(b) If any Debtor shall (i) obtain any rights to any new invention (whether or not patentable), know-how, trade secret, design, process, procedure, formula, diagnostic test, service mark, trademark, trade name, trade dress, domain name, copyright, or license or (ii) become entitled to the benefit of any patent, patent application, service mark or trademark application, service mark or trademark registration, copyright application or registration, license renewal or copyright renewal or extension, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and the same shall automatically constitute Collateral and be and become subject to the assignment, lien and security interest created hereby without further action by any party, all to the same extent and with the same force and effect as if the same had originally been Collateral hereunder. If any Debtor so acquires any new Trademark, Patent or Copyright application or registration,, such Debtor shall promptly give written notice thereof to the Agent. Each Debtor agrees, promptly following written request therefor by the Agent, to confirm the attachment of the lien and security interest created hereby to any such rights described in clauses (i) and (ii) above by execution of an instrument in form and substance acceptable to the Agent and Debtor.

(c) Each Debtor hereby authorizes the Agent to modify this Agreement by amending Schedules A-1, B-1, and C-1 hereto to include any future Collateral.

(d) Each Debtor shall prosecute diligently applications for the Patents, Trademarks and Copyrights now or hereafter pending that in such Debtor's reasonable judgment would be materially beneficial to the business of such Debtor in the ordinary course, make application on unpatented but patentable inventions and registrable but unregistered Trademarks and Copyrights that in such Debtor's reasonable judgment would be materially beneficial to the business of such Debtor in the ordinary course, file and prosecute opposition and cancellation proceedings and do all acts necessary to preserve and maintain all its rights in the Collateral, unless as to any Patent, Trademark or Copyright, in the reasonable judgment of such Debtor, such Patent, Trademark or Copyright has become obsolete to the business of such Debtor. Any expenses incurred in connection with such actions shall be borne by such Debtor.

Section 7. Grant of License to Patents, Trademarks, Copyrights, Etc. Without in any way limiting the scope of the lien and security interest created hereby, each Debtor hereby grants to the Agent for the ratable benefit of the Secured Creditors, upon the occurrence and continuance of an Event of Default, an irrevocable, nonexclusive license and right to use all of such Debtor's Patents, Patent applications, Patent Licenses, Trademarks, Trademark registrations, Trademark Licenses, trade names, trade styles, trade dress, domain names, Copyrights, Copyright registrations, Copyright Licenses and similar intangibles in the processing, production, marketing, distribution or sale by the Agent of all or any part of its collateral for the Secured Obligations in connection with and solely in connection with any foreclosure or other realization on such collateral, and such license and right are subject to the

terms of all applicable third-party licenses. The license and rights granted the Agent hereby shall be exercisable without the payment of any royalty, fee, charge or any other compensation to any Debtor or any other party. Such license and rights shall include reasonable access to all records in which any of the licensed items may be recorded or stored.

Section 8. Supplements; Further Assurances. Each Debtor (i) agrees that it will join with the Agent in executing and, at such Debtor's own expense, file and refile, or permit the Agent to file and refile, such financing statements, continuation statements and other instruments and documents (including without limitation this Agreement) in such offices (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office) as the Agent may deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Agent hereunder and (ii) hereby authorizes the Agent to file and refile such instruments and documents and any other instruments or documents related thereto without the signature of such Debtor where permitted by law and (iii) agrees to do such further acts and things, and to execute and deliver to the Agent such additional instruments and documents, as the Agent may require to carry into effect the purposes of this Agreement or to better assure and confirm unto the Agent its respective rights, powers and remedies hereunder; *provided, however*, that the Agent shall give each Debtor prior notice of any action to be taken by the Agent pursuant to this Section. All of the foregoing are to be at the sole cost of each Debtor. All such sums and amounts so expended shall be repayable by the Debtors promptly upon demand and shall constitute additional Secured Obligations secured hereunder, and at the election of the Required Lenders shall bear interest from the date said amounts are expended at the rate per annum (computed on the basis of a year of 360 days for the actual number of days elapsed) determined by adding 2.0% per annum to the Base Rate from time to time in effect plus the Applicable Margin from time to time in effect for Base Rate Loans under the Revolving Credit, with any change in such rate per annum as so determined by reason of a change in such Base Rate to be effective on the date of such change in said Base Rate (such rate per annum as so determined being hereinafter referred to as the "Default Rate").

Section 9. The Agent May Perform. If any Debtor fails to perform any agreement contained herein after receipt of a written request to do so from the Agent, the Agent may itself perform, or cause performance of, such agreement, and the expenses of the Agent, including the fees and expenses of its counsel, so incurred in connection therewith shall be payable by such Debtor under Section 14 hereof.

Section 10. Remedies Upon Default. (a) The occurrence of any event or the existence of any condition specified as an "Event of Default" under the Credit Agreement shall constitute an "Event of Default" hereunder.

(b) Upon the occurrence and during the continuation of any Event of Default, the Agent shall have, in addition to all other rights provided herein or by law, the rights and remedies of a secured party under the UCC (regardless of whether the UCC is the law of the jurisdiction where the rights or remedies are asserted and regardless of whether the UCC applies to the affected Collateral), and further the Agent may, without demand and, to the extent permitted by applicable law, without advertisement, notice, hearing or process of law, all of which each Debtor hereby waives to the extent permitted by applicable law, at any time or times, sell and

deliver any or all Collateral held by or for it at public or private sale, at any securities exchange or broker's board or at the Agent's office or elsewhere, for cash, upon credit or otherwise, at such prices and upon such terms as the Agent deems advisable, in its discretion. In the exercise of any such remedies, the Agent may sell the Collateral as a unit even though the sales price thereof may be in excess of the amount remaining unpaid on the Secured Obligations. Also, if less than all the Collateral is sold, the Agent shall have no duty to marshal or apportion the part of the Collateral so sold as between the Debtors, or any of them, but may sell and deliver any or all of the Collateral without regard to which of the Debtors are the owners thereof. In addition to all other sums due any Secured Creditor hereunder, each Debtor shall pay the Secured Creditors all costs and expenses incurred and paid by the Secured Creditors, including reasonable attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of Collateral or the Secured Obligations or in the prosecution or defense of any action or proceeding by or against any Secured Creditor or any Debtor concerning any matter arising out of or connected with this Agreement or the Collateral or the Secured Obligations, including, without limitation, any of the foregoing arising in, arising under or related to a case under the United States Bankruptcy Code (or any successor statute). Any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the Debtors in accordance with Section 17(b) hereof at least 10 days before the time of sale or other event giving rise to the requirement of such notice; *provided, however*, no notification need be given to a Debtor if such Debtor has signed, after an Event of Default hereunder has occurred, a statement renouncing any right to notification of sale or other intended disposition. The Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. To the extent permitted by applicable law, any Secured Creditor may be the purchaser at any such sale. Each Debtor hereby waives all of its rights of redemption from any such sale. To the extent permitted by applicable law, the Agent may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale was postponed or the Agent may further postpone such sale by announcement made at such time and place. The Agent has no obligation to prepare the Collateral for sale. The Agent may sell or otherwise dispose of the Collateral without giving any warranties as to the Collateral or any part thereof, including disclaimers of any warranties of title or the like, and each Debtor acknowledges and agrees that the absence of such warranties shall not render the disposition commercially unreasonable.

(c) Upon the occurrence and continuance of an Event of Default, without in any way limiting the foregoing, each Debtor hereby grants to the Secured Creditors an irrevocable, nonexclusive license and right to use all of such Debtor's Patents, Patent applications, Patent Licenses, Trademarks, Trademark registrations, Trademark Licenses, trade names, trade styles, trade dress, domain names, Copyrights, Copyright registrations, Copyright Licenses and similar intangibles in the processing, production, marketing, distribution or sale by the Agent of all or any part of its collateral for the Secured Obligations in connection with and solely in connection with any foreclosure or other realization on such collateral, and such license and right are subject to the terms of all applicable third-party licenses. The license and rights granted the Agent hereby shall be exercisable without the payment of any royalty, fee, charge or any other compensation to any Debtor or any other party and shall terminate upon (i) the termination or cure of all Events of Default or (ii) the payment in full in cash of the Secured Obligations (other

than Hedging Liability, Bank Product Obligations or other contingent obligations) and termination of all Commitments under the Credit Agreement).

(d) The powers conferred upon the Secured Creditors hereunder are solely to protect their interest in the Collateral and shall not impose on them any duty to exercise such powers. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession or control if such Collateral is accorded treatment substantially equivalent to that which the Agent accords its own property, consisting of similar type assets, it being understood, however, that the Agent shall have no responsibility for (i) ascertaining or taking any action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Agent has or is deemed to have knowledge of such matters, (ii) taking any necessary steps to preserve rights against any parties with respect to any Collateral, or (iii) initiating any action to protect the Collateral or any part thereof against the possibility of a decline in market value. This Agreement constitutes an assignment of rights only and not an assignment of any duties or obligations of the Debtors in any way related to the Collateral, and the Agent shall have no duty or obligation to discharge any such duty or obligation. Neither any Secured Creditor nor any party acting as attorney for any Secured Creditor shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than such person's bad faith, gross negligence or willful misconduct as determined in a final, non-appealable judgment by a court of competent jurisdiction.

(e) Failure by the Agent to exercise any right, remedy or option under this Agreement or any other agreement between any Debtor and the Agent or provided by law, or delay by the Agent in exercising the same, shall not operate as a waiver; and no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. The rights and remedies of the Secured Creditors under this Agreement shall be cumulative and not exclusive of any other right or remedy which any Secured Creditor may have. For purposes of this Agreement, an Event of Default shall be construed as continuing after its occurrence until the same is waived in writing by the Agent.

Section 11. The Agent Appointed Attorney-in-Fact. In addition to any other powers of attorney contained herein, each Debtor hereby irrevocably appoints the Agent, its nominee, or any other person whom the Agent may designate as each Debtor's attorney-in-fact, with full authority in the place and stead of each Debtor and in the name of each Debtor, the Agent or otherwise, upon the occurrence and during the continuation of any Event of Default hereunder, or if each Debtor fails to perform any agreement contained herein, then to the extent necessary to enable the Agent to perform such agreement itself, from time to time in the Agent's discretion, to take any action and to execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to prosecute diligently any patent, trademark or copyright or any application for Patents, Trademarks or Copyrights pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been fully paid and satisfied and the commitments of the Secured Creditors to extend credit to or for the account of each Debtor under the Credit Agreement shall have terminated, to make application on unpatented but patentable inventions and registerable but unregistered Trademarks and Copyrights, to file and prosecute opposition and cancellation proceedings, to do all other acts necessary or desirable to preserve all rights in Collateral and otherwise to file any

claims or take any action or institute any proceedings which the Agent may deem necessary or desirable to enforce the rights of the Agent and the Secured Creditors with respect to any of the Collateral. . Each Debtor hereby ratifies and approves all lawful acts of any such attorney and agrees that neither the Agent nor any such attorney will be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than such person's gross negligence, bad faith or willful misconduct as determined in a final, non-appealable judgment by a court of competent jurisdiction. The foregoing powers of attorney, being coupled with an interest, are irrevocable until the Secured Obligations have been fully paid and satisfied (other than contingent obligations for which no claim has been asserted) and the commitments of the Secured Creditors to extend credit to or for the account of the Borrower under the Credit Agreement have expired or otherwise terminated.

Section 12. Application of Proceeds. The proceeds and avails of the Collateral at any time received by the Agent upon the occurrence and during the continuation of any Event of Default shall, when received by the Agent in cash or cash equivalent, be applied by the Agent in reduction of, or held as collateral security for, the Secured Obligations in accordance with the terms of the Credit Agreement. The Debtors shall remain liable to the Secured Creditors for any deficiency. Any surplus remaining after the full payment and satisfaction of the Secured Obligations shall be returned to the Borrower, as agent for the Debtors.

Section 13. Indemnification; Litigation. Each Debtor hereby indemnifies the Secured Creditors from and against all liabilities, damages, losses, actions, claims, judgments, and all reasonable and documented out-of-pocket costs, expenses, charges, and attorneys' fees suffered or incurred by any Secured Creditor because of the maintenance of the foregoing arrangements; *provided, however*, that no Debtor shall be required to indemnify any Secured Creditor for any of the foregoing to the extent they arise solely from the gross negligence, bad faith or willful misconduct of or material breach of the obligations of the person seeking to be indemnified as determined in a final, non-appealable judgment by a court of competent jurisdiction.

Section 14. Expenses. Each Debtor will, upon demand, pay to the Agent the amount of any and all costs and expenses, including the fees and expenses of its counsel and the fees and expenses of any experts and agents, which any Secured Creditor may incur in connection with (i) the enforcement and administration of this Agreement (including, without limitation, the filing or recording of any documents), (ii) the exercise or enforcement of any of the rights of or any Secured Creditor hereunder or (iii) the failure by any Debtor to perform or observe any of the provisions hereof. All amounts payable by the Debtors under this Section shall be due from the Debtors upon demand and shall bear interest from the date incurred by the Agent or Secured Creditor, as appropriate, at the Default Rate. All amounts so payable, together with such interest thereon, shall be part of the Secured Obligations. Each Debtor's obligations under this Section shall survive the termination of this Agreement and the discharge of any Debtor's other obligations hereunder.

Section 15. Termination and Release. The Secured Creditors irrevocably agree (a) that any Lien on any property granted to or held by the Agent under this Agreement or any other Loan Document shall be automatically released (i) upon termination of the Commitments and payment in full of all Obligations in cash (other than (x) Bank Product Obligations or obligations

under Hedge Agreements not yet due and payable and (y) contingent obligations for which no claims have been asserted in writing) and the expiration or termination or Cash Collateralization of all Letters of Credit, (ii) at the time the property subject to such Lien is disposed or to be substantially simultaneously disposed as part of or in connection with any Disposition permitted under the Credit Agreement or under any other Loan Document to any Person other than a Person required to grant a Lien to the Agent under the Loan Documents, (iii) subject to Section 13.13 of the Credit Agreement, if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders or (iv) if the property subject to such Lien is owned by a Debtor, upon release of such Debtor from its obligations under this Agreement pursuant to clause (c) below;

(b) the Agent is authorized to release any Lien on any property granted to or held by the Agent under this Agreement or any other Loan Document on any assets that are Excluded Property; and

(c) that any Debtor shall be automatically released from its obligations under this Agreement if such Person ceases to be a Subsidiary or becomes an Excluded Subsidiary (other than as a result of such Subsidiary becoming an Immaterial Subsidiary unless the Borrower delivers a written request to the Agent for such release and no Default or Event of Default has occurred and is continuing at such time) as a result of a transaction or designation permitted hereunder; *provided* that no such release shall occur if such Debtor continues to be a guarantor in respect of the Mezzanine Debt.

Upon request by the Agent at any time, the Required Lenders will confirm in writing the Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Debtor from its obligations under this Agreement or any other Loan Document pursuant to this Section 15. In each case as specified in this Section 15, the Agent will (and each Lender irrevocably authorizes the Agent to), at the Borrower's expense, execute and deliver to the applicable Debtor such documents as the Borrower may reasonably request to evidence the release or subordination of such item of Collateral from the assignment and security interest granted under this Agreement and the other Collateral Documents, or to evidence the release of such Debtor from its obligations under this Agreement, in each case in accordance with the terms of the Loan Documents and this Section 15.

Section 16. The Agent. In acting under or by virtue of this Agreement, the Agent shall be entitled to all the rights, authority, privileges, and immunities provided in the Credit Agreement, all of which provisions of said Credit Agreement are incorporated by reference herein with the same force and effect as if set forth herein in their entirety. The Agent hereby disclaims any representation or warranty to the Secured Creditors or any other holders of the Secured Obligations concerning the perfection of the liens and security interests granted hereunder or in the value of any of the Collateral.

Section 17. Miscellaneous. (a) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Agent and the Debtors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 13.13 of the

Credit Agreement. This Agreement shall create a continuing lien on and security interest in the Collateral and shall be binding upon each Debtor, its successors and assigns and shall inure, together with the rights and remedies of the Secured Creditors hereunder, to the benefit of the Secured Creditors and their successors and permitted assigns; *provided, however*, that no Debtor may assign its rights or delegate its duties hereunder without the Agent's prior written consent. Without limiting the generality of the foregoing, and subject to the provisions of the Credit Agreement, any Lender may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise.

(b) Except as otherwise specified herein, all communications hereunder shall be in writing (including cable, telecopy and telex) and shall be given to the relevant party, and shall be deemed to have been made when given to the relevant party, in accordance with Section 13.8 of the Credit Agreement.

(c) No Secured Creditor shall have the right to institute any suit, action or proceeding in equity or at law for the foreclosure against any Collateral subject to this Agreement or for the execution of any trust or power hereof or for the appointment of a receiver, or for the enforcement of any other remedy under or upon this Agreement; it being understood and intended that no one or more of the Secured Creditor shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Agreement by its or their action or to enforce any right hereunder, and that all proceedings at law or in equity shall be instituted, had and maintained by the Agent in the manner herein provided and for the ratable benefit of the Secured Creditors.

(d) In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect. Without limiting the generality of the foregoing, in the event that this Agreement shall be deemed to be invalid or otherwise unenforceable with respect to any Debtor, such invalidity or unenforceability shall not affect the validity of this Agreement with respect to the other Debtors.

(e) This Agreement shall be deemed to have been made in the State of New York and shall be governed by, and construed in accordance with, the internal laws of the State of New York.

(f) Each party hereto hereby submits to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in the County of New York, for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each party hereto irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any

such proceeding brought in such a court has been brought in an inconvenient forum. EACH DEBTOR AND, BY ACCEPTING THE BENEFITS OF THIS AGREEMENT, EACH SECURED CREDITOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(g) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages (including by facsimile or other electronic transmission), each constituting an original, but all together one and the same instrument. Each Debtor acknowledges that this Agreement is and shall be effective upon its execution and delivery by such Debtor to the Agent, and it shall not be necessary for the Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

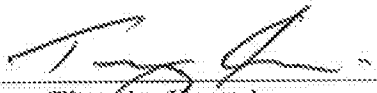
Section 17. No Conflict. Each Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Debtor has caused this Agreement to be duly executed as of the date first above written.

"DEBTORS"

TALON BENEFITS ACQUISITION CORP. (which on the Closing Date shall be merged with and into FIS Healthcare Holdings, LLC, with Alegeus Technologies, LLC (f/k/a FIS Healthcare Holdings, LLC), surviving such merger as the Borrower)

By 
Name: Timothy Kacani
Title: Vice President

ALEGEUS TECHNOLOGIES HOLDINGS CORP.
(f/k/a Talon Benefits Holdings Corp.)

By 
Name: Timothy Kacani
Title: Vice President

MBI BENEFITS, INC.

By _____
Name: Charles Hagedorn
Title: Secretary and Treasurer

ADMINISOURCE COMMUNICATIONS, INC.

By _____
Name: Charles Hagedorn
Title: Secretary and Treasurer

IN WITNESS WHEREOF, each Debtor has caused this Agreement to be duly executed as of the date first above written.

"DEBTORS"

TALON BENEFITS ACQUISITION CORP. (which on the Closing Date shall be merged with and into FIS Healthcare Holdings, LLC, with Alegeus Technologies, LLC (f/k/a FIS Healthcare Holdings, LLC), surviving such merger as the Borrower)

By _____
Name: Timothy Kacani
Title: Vice President

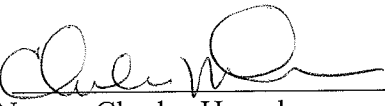
ALEGEUS TECHNOLOGIES HOLDINGS CORP.
(f/k/a Talon Benefits Holdings Corp.)

By _____
Name: Timothy Kacani
Title: Vice President

MBI BENEFITS, INC.

By  _____
Name: Charles Hagedorn
Title: Secretary and Treasurer

ADMINISOURCE COMMUNICATIONS, INC.

By  _____
Name: Charles Hagedorn
Title: Secretary and Treasurer

Accepted and agreed to as of the date first above written.

BANK OF MONTREAL, as Administrative
Agent

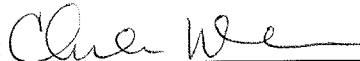
By Aleen M Hartje
Name: Aleen Hartje
Title: Director

[Signature Page to Security Agreement Re: Intellectual Property]

TRADEMARK
REEL: 004842 FRAME: 0712

The undersigned hereby confirms that, as a result of the consummation of the Closing Date Acquisition, it hereby assumes all of the rights and obligations of TALON BENEFITS ACQUISITION CORP., under this Agreement (in furtherance of, and not in lieu of, any assumption or deemed assumption by operation of law) and hereby agrees to be joined to this Agreement as the Borrower hereunder.

ALEGEUS TECHNOLOGIES, LLC (f/k/a FIS
Healthcare Holdings, LLC)

By:  _____
Name: Charles Hagedorn
Title: Secretary

SCHEDULE A-1

**TO SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY**

U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS

Post-Closing Date Acquisition

Patent No. / Application No.	Country	Title	Owner
11/364,514	US	Healthcare debit card linked to healthcare-related and non-healthcare-related financial accounts	Alegeus Technologies LLC (f/k/a FIS Healthcare Holdings, LLC)
7,822,624	US	Healthcare Eligibility Transactions	Alegeus Technologies LLC (f/k/a FIS Healthcare Holdings, LLC)
12/893,609	US Continuation Application	Healthcare Eligibility Transactions	Alegeus Technologies LLC (f/k/a FIS Healthcare Holdings, LLC)
7,866,548	US	Account Control Method and System that allows only eligible and authorized items to be purchased using the account	Alegeus Technologies LLC (f/k/a FIS Healthcare Holdings, LLC)
13/004,827	US Continuation Application	Account Control Method and System that allows only eligible and authorized items to be purchased using the account [final rejection sent]	Alegeus Technologies LLC (f/k/a FIS Healthcare Holdings, LLC)
11/627,113	US	Centralized EOB Archiving and Access	Alegeus Technologies LLC (f/k/a FIS Healthcare Holdings, LLC)
11/627,138	US	Medical Savings Accounts with Investment and Loan Account Access	Alegeus Technologies LLC (f/k/a FIS Healthcare Holdings, LLC)
10/756,571	US	System and Method for Distributing Payments Between Multiple Accounts	MBI Benefits, Inc.
11/271,326	US	System and Method for Communicating Emergency Data	MBI Benefits, Inc.

SCHEDULE B-1

**TO SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY**

REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS

Post-Closing Date Acquisition

Number	Name	Owner
2992365	MBI & Design	MBI Benefits, Inc.
2992363	MBI	MBI Benefits, Inc.
2992361	POWERED BY MBI	MBI Benefits, Inc.
2791001	REPAYME	Alegeus Technologies LLC (f/k/a FIS Healthcare Holdings, LLC)
85688629	ALEGEUS TECHNOLOGIES	Alegeus Technologies LLC (f/k/a FIS Healthcare Holdings, LLC)
85688618	ALEGEUS TECHNOLOGIES	Alegeus Technologies LLC (f/k/a FIS Healthcare Holdings, LLC)
85688615	ALEGEUS	Alegeus Technologies LLC (f/k/a FIS Healthcare Holdings, LLC)
85688607	ALEGEUS	Alegeus Technologies LLC (f/k/a FIS Healthcare Holdings, LLC)

COMMON LAW TRADEMARKS

MBI IT'S ABOUT TIME design
YOUR FAMILY HEALTH SAVINGS PLAN
MBITIME
MBI design
MBI BENEFITS
MBI BETA
MBI BOSTON
MBI CARD
MBI WEB SERVICES
Stick figure design logo
BENSOFTE
WEALTHCARE
HSA SOLUTION
HEALTHID
PROVIDERNET
HEALTH GATEWAY
HEALTHCOLLECT
HEALTH MANAGER
ADMINISOURCE

BENEFIT PAYMENT SYSTEM
BPSC
BPSCARD
CAPMED
CAPMED PORTAL
CAPMED ONLINE
CAPMEDPHR
FLEX CARD
HCS CENTRAL
HCS MANAGER
HCS PROVIDER
ICE FIRST
ICE PHR
MEDIBANK
MY BENEFIT FUND
MY BENEFIT KEEPER
MY BENEFITS FUND
MY BENEFIT SPOT
MY PHR INFO
MY WEALTHCARE ONLINE
MY WEALTHCARE PORTAL
WEALTHCARE PORTAL
PHR ICE
PHRFORME
PHRNET
PHR SPACE
REPAYME
REPAYMECARD
READINESS
READINESS-SECURE
COMMERCEBANK
WEALTHCARE ADMIN

SCHEDULE C-1

**TO SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY**

COPYRIGHTS

NONE

SCHEDULE D

ASSUMPTION AND SUPPLEMENTAL SECURITY AGREEMENT

THIS AGREEMENT dated as of this ____ day of _____, 20__ from [new Debtor], a _____ corporation/limited liability company/partnership (the “*New Debtor*”), to Bank of Montreal (“*BMO*”), as administrative agent for the Secured Creditors (defined in the Security Agreement hereinafter identified and defined) (BMO acting as such agent and any successor or successors to BMO in such capacity being hereinafter referred to as the “*Agent*”).

PRELIMINARY STATEMENTS

A. Talon Benefits Acquisition Corp. (which on the Closing Date shall be merged with and into FIS Healthcare Holdings, LLC, with Alegeus Technologies, LLC (f/k/a FIS Healthcare Holdings, LLC), surviving such merger as the borrower) (the “*Borrower*”), Alegeus Technologies Holdings Corp. (f/k/a Talon Benefits Holdings Corp.) (the “*Parent*”) and certain other parties have executed and delivered to the Agent that certain Security Agreement re: Intellectual Property dated as of August 15, 2012 (such Security Agreement, as the same may from time to time be amended, modified or restated, including supplements thereto which add additional parties as Debtors thereunder, being hereinafter referred to as the “*Security Agreement*”), pursuant to which such parties (the “*Existing Debtors*”) have granted to the Agent for the benefit of the Secured Creditors a lien on and security interest in the Existing Debtors’ Collateral (as such term is defined in the Security Agreement) to secure the Secured Obligations (as such term is defined in the Security Agreement).

B. The Borrower provides the New Debtor with substantial financial, managerial, administrative, and technical support and the New Debtor will benefit, directly and indirectly, from credit and other financial accommodations extended by the Secured Creditors to the Borrower.

NOW, THEREFORE, FOR VALUE RECEIVED, and in consideration of advances made or to be made, or credit accommodations given or to be given, to the Borrower by the Secured Creditors from time to time, the New Debtor hereby agrees as follows:

1. The New Debtor acknowledges and agrees that it shall become a “Debtor” party to the Security Agreement effective upon the date the New Debtor’s execution of this Agreement and the delivery of this Agreement to the Agent, and that upon such execution and delivery, all references in the Security Agreement to the terms “Debtor” or “Debtors” shall be deemed to include the New Debtor. Without limiting the generality of the foregoing, the New Debtor hereby repeats and reaffirms all grants (including the grant of a lien and security interest), covenants, agreements, representations, and warranties contained in the Security Agreement as amended hereby, each and all of which are and shall remain applicable to the Collateral from time to time owned by the New Debtor or in which the New Debtor from time to time has any

rights. Without limiting the foregoing, in order to secure payment of the Secured Obligations, whether now existing or hereafter arising, the New Debtor does hereby grant to the Agent for the benefit of the Secured Creditors, and hereby agrees that the Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in, among other things, all of the New Debtor's Collateral (as such term is defined in the Security Agreement), including, without limitation, all of the New Debtor's, and all of the other Collateral described in Section 1 of the Security Agreement, each and all of such granting clauses being incorporated herein by reference with the same force and effect as if set forth herein in their entirety except that all references in such clauses to the Existing Debtors or any of them shall be deemed to include references to the New Debtor. Nothing contained herein shall in any manner impair the priority of the liens and security interests heretofore granted in favor of the Agent under the Security Agreement.

2. Schedules A-1 (Patents), Schedule B-1 (Trademarks) and Schedule C-1 (Copyrights) to the Security Agreement shall be supplemented by the information stated below with respect to the New Debtor:

SUPPLEMENT TO SCHEDULE A-1

**U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

U.S. PATENT NUMBER	TITLE OF PATENT	DATE ISSUED	EXPIRATION DATE
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PENDING U.S. PATENT APPLICATION NOS.	TITLE OF APPLICATION	FILING DATE
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SUPPLEMENT TO SCHEDULE B-1

**REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED U.S. TRADEMARKS	REGISTRATION REG. NO.	DATE
----------------------------	-----------------------	------

PENDING U.S. TRADEMARK
APPLICATIONS

FILING NO.

FILING DATE

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED STATE
TRADEMARKS

REGISTRATION REG. NO.

DATE

PENDING STATE TRADEMARK
APPLICATIONS

FILING NO.

FILING DATE

SUPPLEMENT TO SCHEDULE C-1

COPYRIGHTS

U.S. COPYRIGHT
REG. NO. (AUTHOR)

TITLE

DATE OF REG.

PENDING U.S. COPYRIGHT
APPLICATION NO. (AUTHOR)

TITLE

FILING DATE

3. The New Debtor hereby acknowledges and agrees that the Secured Obligations are secured by all of the Collateral according to, and otherwise on and subject to, the terms and conditions of the Security Agreement to the same extent and with the same force and effect as if the New Debtor had originally been one of the Existing Debtors under the Security Agreement and had originally executed the same as such an Existing Debtor.

4. All capitalized terms used in this Agreement without definition shall have the same meaning herein as such terms have in the Security Agreement, except that any reference to the term "Debtor" or "Debtors" and any provision of the Security Agreement providing meaning to such term shall be deemed a reference to the Existing Debtors and the New Debtor. Except as specifically modified hereby, all of the terms and conditions of the Security Agreement shall stand and remain unchanged and in full force and effect.

5. The New Debtor agrees to execute and deliver such further instruments and documents and do such further acts and things as the Agent may deem necessary or proper to carry out more effectively the purposes of this Agreement.

6. No reference to this Agreement need be made in the Security Agreement or in any other document or instrument making reference to the Security Agreement, any reference to the Security Agreement in any of such to be deemed a reference to the Security Agreement as modified hereby.

7. This Agreement shall be governed by and construed in accordance with the State of New York.

[INSERT NAME OF NEW DEBTOR]

By _____
Name _____
Title _____

Accepted and agreed to as of the date first above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____