

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
OMNIGUIDE, INC.		08/24/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	ROS ACQUISITION OFFSHORE LP
Street Address:	c/o Orbimed Advisors LLC
Internal Address:	601 Lexington Avenue, 54th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3134406	OMNIGUIDE
Registration Number:	3134405	OMNIGUIDE
Registration Number:	3574922	BEAMPATH
Serial Number:	85392379	INTELLIGUIDE

CORRESPONDENCE DATA	
Fax Number:	2125646083
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212(947)-7200
Email:	jdougherty@nationalcorp.com
Correspondent Name:	Joseph Dougherty
Address Line 1:	National Corporate Research
Address Line 2:	10 E. 40th Street, 10th FL
Address Line 4:	New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	N356089	TRADEMARK
-------------------------	---------	------------------

OP \$115.00 3134406

NAME OF SUBMITTER:	Jonathan R. Larson
Signature:	/Jonathan R. Larson/
Date:	08/24/2012
Total Attachments: 6 source=NY-#14811061-v1-EXECUTED_-_Trademark_Security_Agreement#page2.tif source=NY-#14811061-v1-EXECUTED_-_Trademark_Security_Agreement#page3.tif source=NY-#14811061-v1-EXECUTED_-_Trademark_Security_Agreement#page4.tif source=NY-#14811061-v1-EXECUTED_-_Trademark_Security_Agreement#page5.tif source=NY-#14811061-v1-EXECUTED_-_Trademark_Security_Agreement#page6.tif source=NY-#14811061-v1-EXECUTED_-_Trademark_Security_Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 24, 2012 (this "Agreement"), is made by OmniGuide, Inc., a Delaware corporation (the "Grantor"), in favor of ROS Acquisition Offshore LP, a Cayman Islands exempted limited partnership (together with its successors, transferees or assignees, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of August 24, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between the Borrower and the Secured Party, the Secured Party has extended the Commitment to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of August 24, 2012 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (d) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Secured Party, and hereby grants to the Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers of the Grantor, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political

subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademark”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Secured Party will, at the Grantor’s sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Secured Party hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

OMNIGUIDE, INC.

By: 

Name: Scott Flora

Title: President

ROS ACQUISITION OFFSHORE LP

By ROS Acquisition Offshore GP Ltd.,
its General Partner

By OrbiMed Advisors, LLC,
its investment manager

By: _____

Name: Samuel D. Isaly

Title: Managing Member

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

OMNIGUIDE, INC.

By: _____
Name:
Title:

ROS ACQUISITION OFFSHORE LP
By ROS Acquisition Offshore GP Ltd.,
its General Partner
By OrbiMed Advisors, LLC,
its investment manager

By: 
Name: Samuel D. Isaly
Title: Managing Member

Signature Page to Trademark Security Agreement


TRADEMARK

REEL: 004848 FRAME: 0865

SCHEDULE I
to Trademark Security Agreement

Item A Trademarks

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
USA		3,134,406	8/22/2006
USA	OMNIGUIDE	3,134,405	8/22/2006
USA	BEAMPATH	3,574,922	2/17/2009
European Community	BEAMPATH	8,392,326	1/12/2010

Pending Trademark Applications

Country	Trademark	Application No.	Filing Date
USA	INTELLIGUIDE	85/392,379	8/2/2011

Domain Names

omni-guide.com

Item B Trademark Licenses

N/A