

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
	idX Corporation		03/26/2013	CORPORATION: DELAWARE
	idX - Baltimore, Inc.		03/26/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	LBC Credit Partners III, L.P., as Agent			
Street Address:	Cira Center, 2929 Arch Street			
Internal Address:	Suite 1550			
City:	Philadelphia			
State/Country:	PENNSYLVANIA			
Postal Code:	19104			
Entity Type:	LIMITED PARTNERSHIP: DELAWARE			
PROPERTY NUMBERS Total: 5				
	Property Type	Number	Word Mark	
	Registration Number:	3824059	IDX C3	
	Registration Number:	3888618	IS2	
	Registration Number:	3833892	IDX	
	Registration Number:	2523358	IDX	
	Registration Number:	1175529	RUSSELL WILLIAM LTD	
CORRESPONDENCE DATA				
Fax Number:	3128637827			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	3122013927			
Email:	vandy.fitzpatrick@goldbergkohn.com			
Correspondent Name:	Vandy F. Fitzpatrick - Paralegal			
Address Line 1:	55 East Monroe Street			
Address Line 2:	Suite 3300			

OP \$140.00 3824059

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6030.056

NAME OF SUBMITTER: Vandy F. Fitzpatrick

Signature: /Vandy F. Fitzpatrick/

Date: 03/28/2013

Total Attachments: 5
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Trademark Security Agreement

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 26, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and LBC Credit Partners III, L.P., in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 26, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among idX Holdings, Inc., a Delaware corporation, as parent ("Parent"), idX Corporation, a Delaware corporation ("idX"), the Subsidiaries of idX signatory thereto (each such Person, together with idX, a "Borrower" and collectively, the "Borrowers"), the lenders party thereto as "Lenders" (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent and the Lender Group have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of March 26, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses in respect of Trademarks to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each such Intellectual Property License; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any such Intellectual Property License.

3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

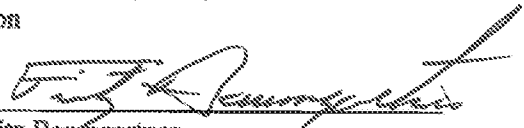
7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

IDX CORPORATION, a Delaware corporation
IDX - BALTIMORE, INC., a Delaware
corporation

Each by: 
Name: Fritz Bausfigartner
Title: Secretary and Treasurer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

LBC CREDIT PARTNERS III, L.P., as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

IDX CORPORATION, a Delaware corporation
IDX – BALTIMORE, INC., a Delaware corporation

Each by: _____
Name: Fritz Baumgartner
Title: Secretary and Treasurer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

LBC CREDIT PARTNERS III, L.P., as Agent

By: 
Name: David E. Fraimow
Title: Vice President

SCHEDULE I
to
Trademark Security Agreement

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
idX Corporation	US	IDX C3	3824059	2009/2010
idX Corporation	US	IS2	3888618	2009/2010
idX Corporation	US	IDX	3833892	2009/2010
idX Corporation	US	IDX	2523358	2000/2001
idX – Baltimore, Inc.	US	Russell William Ltd.	1175529	1979/1981

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently in Use

None.

Trademark Licenses

None.