

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
Sermo, Inc.		03/08/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deerfield Private Design Fund II, L.P.
Street Address:	780 Third Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Deerfield Private Design International II, L.P.
Street Address:	780 Third Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED PARTNERSHIP: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3323137	KNOW MORE. KNOW EARLIER.
Registration Number:	3323138	KNOW MORE. KNOW EARLIER.
Registration Number:	3438969	KNOW MORE. KNOW EARLIER.
Registration Number:	3511473	SERMO
Registration Number:	3552655	
Registration Number:	3568647	SERMO
Serial Number:	85450716	MNOW

CORRESPONDENCE DATA

900262192

**TRADEMARK**  
 REEL: 005081 FRAME: 0759

CH \$190.00 3323137

Fax Number: 3129021061

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	333285-71
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	07/31/2013

**Total Attachments: 11**

source=Intellectual Property Security Agreement##page1.tif  
source=Intellectual Property Security Agreement##page2.tif  
source=Intellectual Property Security Agreement##page3.tif  
source=Intellectual Property Security Agreement##page4.tif  
source=Intellectual Property Security Agreement##page5.tif  
source=Intellectual Property Security Agreement##page6.tif  
source=Intellectual Property Security Agreement##page7.tif  
source=Intellectual Property Security Agreement##page8.tif  
source=Intellectual Property Security Agreement##page9.tif  
source=Intellectual Property Security Agreement##page10.tif  
source=Intellectual Property Security Agreement##page11.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**, dated as of March 8, 2013 (this "**Agreement**"), made by Sermo, Inc., a Delaware corporation ("**Grantor**") in favor of Deerfield Private Design Fund II, L.P. and Deerfield Private Design International II, L.P. ("**Lenders**").

**WITNESSETH:**

**WHEREAS**, Grantor, certain of Grantor's affiliates and Lenders are parties to a certain Facility Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), providing for extensions of credit to be made to Grantor by Lenders;

**WHEREAS**, pursuant to that certain Guaranty and Security Agreement dated as of the date hereof by and among Grantor, certain of Grantor's affiliates, and Lenders ("**Security Agreement**"), Grantor has granted a security interest to Lenders in, among other things, all right, title and interest of Grantor in, to and under all of the Grantor's Intellectual Property (as defined in the Credit Agreement), whether now existing or hereafter arising or acquired as security for the Secured Obligations from time to time owing by the Grantors under the Credit Agreement and Security Agreement; and

**WHEREAS**, Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule 1 hereto.

**NOW, THEREFORE**, in consideration of the premises and to induce Lenders and Lenders to enter into the Credit Agreement, Grantor hereby agrees with Lenders as follows:

**1. Defined Terms.**

(a) **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.

(b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"**Copyright Licenses**" shall mean any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any copyright or Copyright registration.

"**Credit Agreement**" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"**IP Collateral**" shall have the meaning assigned to such term in Section 2 hereof.

**"Licenses"** shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

**"Patent Licenses"** shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

**"Trademark Licenses"** shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any trademark.

(c) **Other Definitional Provisions.**

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Secured Obligations, Grantor hereby confirms and acknowledges that it has granted, assigned and conveyed (and, to the extent not previously granted under the Security Agreement, does hereby grant, assign and convey) to Lenders, a security interest in Grantor's entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by Grantor, and including, without limitation, Grantor's right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule 1 attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor's business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral").

3. **Protection of Intellectual Property by Grantor.** Grantor shall, at its sole cost, expense and risk, undertake the following with respect to Intellectual Property necessary to the business and operation of Grantor (and excluding non-exclusive licenses of software), in each case, except as otherwise permitted by the Credit Agreement:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of such Intellectual Property and take all other reasonable and necessary steps to maintain each registration of such Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of such Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) Pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) Take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect such Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. **Representations and Warranties.** Grantor represents and warrants that:

(a) Schedule I is a true, correct and complete list of all Intellectual Property (excluding non-exclusive licenses of software) owned by Grantor as of the date hereof.

(b) Except as set forth in Schedule I (and excluding non-exclusive licenses of software), none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor.

(c) The Intellectual Property identified on Schedule I hereto, is valid and enforceable and no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person, and no material claim has been asserted and is pending by any Person challenging or questioning the use by Grantor of any of the Intellectual Property owned by Grantor or the validity or effectiveness of any of the Intellectual Property owned by Grantor, nor does Grantor know of any valid basis for any such claim.

(d) Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, the Intellectual Property, other than Permitted Liens and Liens in favor of Lenders.

(e) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of Grantor.

(f) Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(g) Grantor shall give Lenders prompt written notice (with reasonable detail), following the occurrence of any of the following:

(i) Grantor obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) Grantor becoming entitled to the benefit of any registered Intellectual Property (excluding non-exclusive licenses of software) whether as licensee or licensor.

(iii) Grantor entering into any new Licenses.

(iv) Grantor knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or Grantor's right to register the same or to own and maintain the same.

(h) Grantor shall not enter into any new Licenses except as provided for, and pursuant to the terms and provisions of the Security Agreement.

5. **No Violation of Security Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Security Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Security Agreement.

6. **Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 4(g)(i), 4(g)(ii) and 4(g)(iii) above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of Lenders, Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Lenders may request to evidence Lenders' security interest in any Intellectual Property and the goodwill of Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and Grantor hereby constitutes Lenders as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, Lenders' taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Grantor's Rights To Enforce Intellectual Property.** Prior to Lenders' giving of notice to Grantor (i) following the occurrence and during the continuance of an Event of Default or (ii) pursuant to Section 8(a) below, Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) Grantor first provides Lenders with written notice of its intention to so sue for enforcement of any Intellectual Property. If, in the reasonable opinion of Lenders, Grantor

has failed to take appropriate action within sixty (60) days after such notice is given to Lenders, upon notice to Grantor, Lenders may (but shall not be required to) take such action in the name of Grantor.

(b) Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Following the occurrence of any Event of Default, Lenders, by notice to Grantor may terminate, or limit Grantor's rights under this Section 7.

**8. Lenders' Actions To Protect Intellectual Property.** In the event of:

(a) Grantor's failure, within five (5) Business Days of written notice from Lenders, to cure any failure by Grantor to observe or perform any of Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

Lenders, acting in their own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in Lenders' own right in connection therewith.

**9. Rights Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Lenders may exercise all rights and remedies as provided for in the Security Agreement and Credit Agreement.

**10. Lenders as Attorney In Fact.**

(a) Grantor hereby irrevocably constitutes and designates Lenders as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as Lenders determine to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of Lenders.

(c) Lenders shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10, but if Lenders elect to do any such act or to exercise any of such powers, they shall not be accountable for more than they actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial

proceeding (in which proceeding Lenders have had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

11. **Lenders' Rights.** Any use by Lenders of the Intellectual Property, as authorized hereunder in connection with the exercise of Lenders' rights and remedies under this Agreement and under the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. **No Limitation; Security Agreement.** This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to Lenders with respect to the IP Collateral with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of Grantor, Grantor's affiliates thereunder and Lenders) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

13. **Termination; Release of IP Collateral.** This Agreement and all obligations of Grantor and Lenders hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) and the Credit Agreement and other Transaction Documents are terminated in accordance with the terms of the Credit Agreement. Upon termination of this Agreement, Lenders shall, at the expense of Grantor, take such actions required by the Security Agreement to release its security interest in the IP Collateral.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Lenders and their respective successors and assigns.

15. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS.

**[Remainder Of Page Intentionally Left Blank]**



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

**SERMO, INC.**, a Delaware corporation

By: Gerard Smith  
Name: Gerard Smith  
Title: Secretary

**DEERFIELD PRIVATE DESIGN FUND II, L.P.**, a Delaware limited partnership

By: Deerfield Mgmt., L.P., General Partner

By: J.E. Flynn Capital LLC, General Partner

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

**DEERFIELD PRIVATE DESIGN INTERNATIONAL II, L.P.**, a British Virgin Islands limited partnership

By: Deerfield Mgmt., L.P., General Partner

By: J.E. Flynn Capital LLC, General Partner

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

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

**SERMO, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: Gerard Smith  
Title: Secretary

**DEERFIELD PRIVATE DESIGN FUND II, L.P.**, a Delaware limited partnership

By: Deerfield Mgmt., L.P., General Partner

By: J.E. Flynn Capital LLC, General Partner

By: \_\_\_\_\_  
Name: James E. Flynn  
Title: President

**DEERFIELD PRIVATE DESIGN INTERNATIONAL II, L.P.**, a British Virgin Islands limited partnership

By: Deerfield Mgmt., L.P., General Partner

By: J.E. Flynn Capital LLC, General Partner

By: \_\_\_\_\_  
Name: James E. Flynn  
Title: President

**Schedule I**

**U.S. Patents**


<b>Patent Title</b>	<b>Patent (App.) No.</b>	<b>Issue (Filing) Date</b>	<b>Owner</b>
Method and apparatus for conducting an information brokering service	(11/483147)	(Jul. 7, 2006)	Sermo, Inc.
Method and apparatus for conducting an information brokering service	(11/483407)	(Jul. 7, 2006)	Sermo, Inc.
Community moderated information	(12/275543)	(Nov. 21, 2008)	Sermo, Inc.
Method and apparatus for conducting an information brokering service	8019637	Sep. 13, 2011	Sermo, Inc.
Method and apparatus for conducting an online information service	8019639	Sep. 13, 2011	Sermo, Inc.
Method and apparatus for conducting an information brokering service	8160915	Apr. 17, 2012	Sermo, Inc.
Method and apparatus for conducting an information brokering service	8239240	Aug. 7, 2012	Sermo, Inc.

**U.S. Trademarks**

<b>Trademark</b>	<b>Reg. (App.) No.</b>	<b>Issue (Filing) Date</b>	<b>Goods/Services Int. Class</b>	<b>Owner</b>
KNOW MORE. KNOW EARLIER.	3323137	Oct. 30, 2007	Computer services, namely, hosting an interactive website for a virtual collaborative community of medical professionals that make observations about their expertise including care of patients, use of medical devices and pharmaceuticals; health sciences consultation (CI 42)	Sermo, Inc.
KNOW MORE. KNOW EARLIER.	3323138	Oct. 30, 2007	Virtual chatrooms for a virtual collaborative community of professionals that make observations about their expertise including care of patients, use of medical devices and pharmaceuticals (CI 38)	Sermo, Inc.

Schedule I

Error! Unknown document property name.  
QB\145454.00022\19869407.1

Trademark	Reg. (App.) No.	Issue (Filing) Date	Goods/Services Int. Class	Owner
KNOW MORE. KNOW EARLIER.	3438969	June 3, 2008	Conducting marketing studies using social network theory, prediction markets and methods or systems for the arbitrage of information including the detection and survey of trends in various markets; business consulting services in the field of connecting experts with buyers who purchase expertise and systems that collectively harness the insights of individuals (CI 35)	Sermo, Inc.
SERMO	3511473	Oct. 7, 2008	Internet based online professional networking for others, namely, physicians (CI 35) Providing on-line electronic bulletin boards for registered users, namely, physicians, for transmission of messages concerning the medical community and medical observations (CI 38) Internet based social networking and introduction services for others, namely, physicians (CI 45)	Sermo, Inc.
Design 	3552655	Dec. 30, 2008	Virtual chatrooms for a virtual collaborative community of professionals that make observations about their expertise including care of patients, use of medical devices and pharmaceuticals (CI 38) Computer services, namely, hosting an interactive website for a virtual collaborative community of medical professionals that make observations about their expertise including care of patients, use of medical devices and pharmaceuticals; health sciences consultation (CI 42)	Sermo, Inc.
SERMO	3568647	Jan. 27, 2009	Conducting marketing studies using social network theory, prediction markets and methods or systems for the arbitrage of information including the detection and survey of trends in various markets; business consulting services in the field of connecting experts with buyers who purchase expertise and systems that collectively harness the insights of individuals (int. cl. 38) virtual chatrooms for a virtual collaborative community of professionals that make observations about their expertise including care of patients, use of medical devices and pharmaceuticals (CI 35) Computer services, namely, hosting an interactive website for a virtual collaborative community of medical professionals that make observations about their expertise including care of patients, use of medical devices and pharmaceuticals (CI 42)	Sermo, Inc.
MNOW	(85/450716)	(Oct. 19, 2011)	Providing a web-based system and on-line portal for physicians and healthcare professionals to generate, manage and exchange communications regarding healthcare, medical information and documents and to communicate with other physicians and healthcare professionals regarding healthcare (CI 44)	WorldOne, Inc.

QB\145454.00022\19869407.1

**U.S. Copyright Registrations**

<b>Copyright Title</b>	<b>Reg. No.</b>	<b>Issue Date</b>	<b>Owner</b>
Jobs Board Movie.	PA0001599071	2007	Sermo, Inc.
Display Screens For Information Community version 4/16/2008 TX.	TX0006851345	2008	Sermo, Inc.
Display Screens For Information Community version 6/8/2006 TX.	TX0006851352	2006	Sermo, Inc.
Display Screens For Information Community version 11/20/2006 TX.	TX0006851358	2006	Sermo, Inc.
Balloon Image.	VA0001633319	2006	Sermo, Inc.
Display Screens For Information Community version 4/16/2008 VA.	VA0001635600	2008	Sermo, Inc.
Display Screens For Information Community version 6/8/2006 VA.	VA0001635605	2006	Sermo, Inc.
Display Screens For information Community version 11/20/2006 VA.	VA0001635606	2006	Sermo, Inc.

QB\145454.00022\19869407.1