

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307403

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement, Pledge and Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Secure EDI Holdings, Inc.		05/08/2014	CORPORATION: DELAWARE
Inmediata Corp.		05/08/2014	CORPORATION: DELAWARE
Secure EDI Health Group, LLC		05/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
Claims Software Development Corp.		05/08/2014	CORPORATION: PUERTO RICO
Inmediata Health Group Corp.		05/08/2014	CORPORATION: PUERTO RICO
Net Claim Solutions, Inc.		05/08/2014	CORPORATION: PUERTO RICO
Secure EDI Holdings, LLC		05/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Firstbank Puerto Rico		
<b>Street Address:</b>	1519 Ponce De Leon Avenue		
<b>City:</b>	San Juan		
<b>State/Country:</b>	PUERTO RICO		
<b>Postal Code:</b>	00908		
<b>Entity Type:</b>	Bank: PUERTO RICO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3291433	INMEDIATA	
<b>Registration Number:</b>	3025186	IMCLAIM	
<b>Registration Number:</b>	3047495	IMPLUG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125621041		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	301 Grant Street		
			<b>TRADEMARK</b>

CH \$90.00 3291433

**Address Line 2:** 20th Floor  
**Address Line 4:** Pittsburgh, PENNSYLVANIA 15219

**ATTORNEY DOCKET NUMBER:** 0084078-000001

**NAME OF SUBMITTER:** Michael L. Dever

**SIGNATURE:** /Michael L. Dever/

**DATE SIGNED:** 06/12/2014

**Total Attachments: 61**

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## SECURITY AGREEMENT, PLEDGE AND ASSIGNMENT

This Agreement executed in the place and date stated herein below.

BY AND BETWEEN

**AS FIRST PARTY: FIRSTBANK PUERTO RICO**, a bank constituted under the laws and being duly authorized to do business in the Commonwealth of Puerto Rico, represented herein by María Isabel Colón Rodríguez of legal age, married, executive and resident of Caguas, Puerto Rico duly authorized as per Corporate Resolution dated February 6, 2014, subscribed by the Secretary, Sara Alvarez Cabrero, authenticated as per affidavit number 103 dated February 13 2014 before Notary Public Stephanie Cummings Rodriguez, hereinafter called the "SECURED PARTY";

**AS SECOND PARTY: SECURE EDI HOLDINGS, INC.**, a Delaware corporation ("SEH"); **INMEDIATA CORP.** dba "SECURE EDI," a Delaware corporation ("IC"); **SECURE EDI HEALTH GROUP, LLC**, a Delaware limited liability company ("SEHG"); **CLAIMS SOFTWARE DEVELOPMENT CORP.**, a Puerto Rico corporation ("CSD"); **INMEDIATA HEALTH GROUP CORP.** a Puerto Rico corporation ("IHGC"); and **NET CLAIM SOLUTIONS, INC.**, a Puerto Rico corporation ("NCS") (all collectively the "Original Borrowers"), represented by their Authorized Representative Mr. Severiano López Marrero of legal age, married, an executive, and resident of San Juan, Puerto Rico ; and Mr. **SEVERIANO LOPEZ MARRERO** personally.

**AS THIRD PARTY: SECURE EDI HOLDINGS, LLC.**, a Delaware limited liability company ("LLC"); (hereinafter the "Additional Borrower", and together with the Original Borrowers collectively the "DEBTORS" and/or the "GRANTORS"), represented by its Chief Executive Officer, MR. ROBERT E. STRICKLAND, of legal age, married, an executive, and resident of Duluth, Georgia;

WITNESSETH

**WHEREAS**, DEBTORS (as defined hereinbelow) are jointly and severally indebted to SECURED PARTY under certain Original Credit Agreement as amended from time to time and on this date by certain Second Assumption and Modification of Credit Facilities (all collectively the "Loan Agreements") whereby the Loans, now in the principal aggregate amount of \$10,128,120.00 (all collectively the "Loans") were granted by SECURED PARTY to DEBTORS, all as amended from time to time and on this date;

**WHEREAS**, it is a condition precedent to the making of the Loans above that the GRANTORS shall have executed and delivered to the SECURED PARTY this Agreement;

**WHEREAS**, to secure payment of the Loans by DEBTORS, plus interest, to SECURED PARTY, in accordance with the provisions of the Loan Agreements and Loan Documents all as amended from time to time and on this date, and also to secure the payment by the DEBTORS to the SECURED PARTY of all sums expended or advanced by the SECURED PARTY pursuant to any term or provision of the Loan Documents; and also, to secure the payment by the DEBTORS to the SECURED PARTY of all other sums now or hereafter loaned or advanced by the SECURED PARTY directly to, or for the account of the DEBTORS, or otherwise owing by the DEBTORS to the SECURED PARTY under the Loan Agreements and Loan Documents all as amended from time to time, on any and every account whatsoever;

**WHEREAS**, to induce SECURED PARTY to extend and maintain the Loans, GRANTORS have agreed to ratify, collaterally assign, pledge and/or to grant to SECURED PARTY, as applicable, a security interest in and Lien upon certain property described more particularly herein and in the Loan Documents.

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

**1.1 Incorporation of Recitals.** The previous recitals are made part of this agreement.

**1.2 Capitalized Terms.** Capitalized terms used in this Agreement not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreements.

**1.3 General Definitions.** In this Agreement, the following terms shall have the following meanings:

**"Account Debtor"** shall mean each Person who is obligated on a Receivable or any Supporting Obligation related thereto.

**"Accounts"** shall mean all "accounts" as defined in Article 9 of the UCC.

**"Affiliate"** means with respect to any Person (1) each Person that, directly or indirectly owns or controls, or is controlled by, or is under the common control with such Person or an affiliate of such Person; (2) each Person that, directly or indirectly whether beneficially, or as trustee, guardian or other fiduciary capacity, owns or holds ten percent (10%) or more of the Stock having ordinary voting power in the election of directors of such Person; or (3) each of such Person's officers, directors, joint venturers and partners. The term "control of a Person" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**"Applicable Law"** shall mean all laws, rules and regulations applicable to the Person, conduct, transaction, covenant, Collateral or contract in question, including all applicable UCC, Commonwealth, common law and equitable principles; all provisions of all applicable state, federal and foreign constitutions, statutes, rules, regulations, treaties, directives and orders of any Governmental Authority, and all orders, judgments and decrees of all courts and arbitrators.

**"Article 9 of the UCC"** shall mean Chapter 9 of Law 241 of September 19, 1996 as originally approved, as amended on January 17, 2012, and as amended from time to time.

**"Assigned Agreements"** shall mean all agreements and contracts to which such Grantor is a party as of the date hereof, or to which such Grantor becomes a party after the date hereof, and have been or subsequently are assigned to SECURED PARTY as part of the Collateral, and as each such agreement may be amended, supplemented or otherwise modified from time to time.

**"Authorized Officer"** shall mean any Person authorized to appear or act on behalf of any Grantor including, without limitation, in and for the execution of the Loan Documents.

**"Bank Account"** shall mean any deposit, time, savings, checking or similar account held by any Grantor with Lender or with any other financial institution.

**"Cash Proceeds"** shall have the meaning assigned in Section 8.4.

**"Chattel Paper"** shall mean all "chattel paper" as defined in Article 9 of the UCC, including, without limitation, "electronic chattel paper" or "tangible chattel paper", as each term is defined in Article 9 of the UCC.

**"Collateral"** shall have the meaning assigned in Section 2.1.

**"Collateral Account"** shall mean any Bank Account in which a Lien has or will be granted under this Agreement or under the Loan Documents as part of the Collateral.

**"Collateral Records"** shall mean books, records, ledger cards, files, correspondence, customer lists, supplier lists, blueprints, technical specifications, manuals, computer software and related documentation, computer printouts, tapes, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

**“Collateral Support”** shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a Lien or security interest in such real or personal property.

**“Commercial Tort Claims”** shall mean all “commercial tort claims” as defined in Article 9 of the UCC, including, without limitation, all commercial tort claims listed on Section 3 (as the corresponding Schedule may be amended or supplemented from time to time).

**“Commonwealth”** shall mean the Commonwealth of Puerto Rico.

**“Copyrights”** shall mean all Commonwealth, United States, and foreign copyrights, including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Section 3 (as the corresponding Schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all of the goodwill of any of the foregoing and of any of the business connected with the use of the foregoing, (iv) all rights corresponding thereto throughout the world, (v) all rights to sue or otherwise recover for past, present and future infringements thereof, and (vi) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit.

**“Copyright Licenses”** shall mean any and all agreements providing for the granting of any right in or to any Copyright or otherwise providing for a covenant not to sue for infringement or other violation of any Copyright (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Section 3.

**“Credit Date”** shall mean the date in which any advance or disbursement under the Loan Agreements is made.

**“Debtors”** shall mean collectively, jointly and severally, SECURE EDI HOLDINGS, LLC, a Delaware limited liability company; SECURE EDI HOLDINGS, INC., a Delaware corporation; INMEDIATA CORP. dba “SECURE EDI,” a Delaware corporation; SECURE EDI HEALTH GROUP, LLC, a Delaware limited liability company; CLAIMS SOFTWARE DEVELOPMENT CORP., a Puerto Rico corporation; INMEDIATA HEALTH GROUP CORP., a Puerto Rico corporation, and NET CLAIM SOLUTIONS, INC., a Puerto Rico corporation.

**“Deposit Accounts”** (i) shall mean all “deposit accounts” as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the Bank Accounts listed in this Agreement or in the Loan Documents.

**“Documents”** shall mean all “documents” as defined in Article 9 of the UCC.

**“Equipment”** shall mean (i) all “equipment” as defined in Article 9 of the UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appliances, fixtures and tools (in each case, regardless of whether characterized as equipment under the UCC) and (iii) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing, including any fixtures.

**“General Intangibles”** (i) shall mean all “general intangibles” as defined in Article 9 of the UCC, including “payment intangibles” also as defined in Article 9 of the UCC and (ii) shall include, without limitation, all interest rate or currency protection or hedging arrangements, all tax refunds, all licenses, permits, concessions and authorizations, all Assigned Agreements and all Intellectual Property, Software (in each case, regardless of whether characterized as general intangibles under the UCC), and all goodwill of any of the foregoing.

**“Goods”** (i) shall mean all “goods” as defined in Article 9 of the UCC and (ii) shall include, without limitation, all Inventory and Equipment (in each case, regardless of whether characterized as goods under the UCC).

**“Governmental Authority”** means any municipal, Commonwealth, state or federal governmental authority (domestic or foreign) having jurisdiction over the GRANTORS, or the transactions contemplated hereunder.

**“Health-Care Insurance Receivable”** shall mean all “health-care-insurance receivables” as defined in Article 9 of the UCC.

**“Indebtedness”** shall mean all of the obligations and liabilities to any Person, including, without limitation, all debts, claims and indebtedness, contingent, fixed or otherwise, heretofore, now or from time to time hereafter owing, due and payable, however evidenced, created, incurred, acquired or owing, and however arising, whether under written or oral agreement, by operation of law, or otherwise, but excepting trade payables.

**“Instruments”** shall mean all “instruments” as defined in Article 9 of the UCC.



**"Insurance"** shall mean (i) all insurance policies covering any or all of the Collateral (regardless of whether the Secured Party is the loss payee thereof) and (ii) any Life Insurance Policies.

**"Intellectual Property"** shall mean, collectively, all rights, priorities and privileges relating to intellectual property, whether arising under the Commonwealth, United States, multinational or foreign laws or otherwise, including without limitation, Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, Trademark Licenses, Trade Secrets, and Trade Secret Licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation thereof, and all Proceeds of the foregoing, including without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit.

**"Inventory"** shall mean (i) all "inventory" as defined in Article 9 of the UCC and (ii) all goods held for sale or lease or to be furnished under contracts of service or so leased or furnished, all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in any Grantor's business; all goods in which any Grantor has an interest in mass or a joint or other interest or right of any kind; and all goods which are returned to or repossessed by any Grantor, all computer programs embedded in any goods and all accessions thereto and products thereof (in each case, regardless of whether characterized as inventory under the UCC).

**"Investment Accounts"** shall mean the Collateral Account, Securities Accounts and Deposit Accounts.

**"Investment Related Property"** shall mean (i) all "investment property" (as such term is defined in Article 9 of the UCC) and (ii) all of the following (regardless of whether classified as investment property under the UCC): all Pledged Equity Interests.

**"Lien"** shall mean any mortgage or deed of trust, pledge, hypothecation, assignment, factor's lien, trust receipt, warehouse receipt, conditional sale (or other title retention agreement), pledge, installment sale, deposit arrangement, lien, claim, security interest, easement or encumbrance, guaranty or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any lease or title retention agreement, any finance lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the UCC or comparable law of any jurisdiction).


**"Life Insurance Policy"** shall mean a life insurance policy as such term is defined in Artic 9 of the UCC.

**"Material Adverse Effect"** shall mean a material adverse effect on (a) the financial condition, results of operations, assets, business or properties of the DEBTORS, taken as a whole, (b) the ability of the Debtors and Grantors to duly and punctually pay or perform the Obligations when due in accordance with the terms hereof, (c) the value of the Collateral, or the validity, enforceability and/or perfection of Secured Party's Liens on the Collateral or the priority of any such Lien, or (d) the practical realization of the benefits of Secured Party's rights and remedies under this Agreement and the other Loan Documents.


**"Material Contracts"** shall mean those agreement(s), including without limitation the Assigned Agreements, if any, forming part of the Collateral where under and/or whereby GRANTORS grant a security interest and/or Lien and/or collaterally assign to Lender its (their) contractual rights under contract(s) and/or agreements which are material to DEBTORS' operations, income and cash flow.

**"Money"** shall mean "money" as defined in the UCC.

**"Obligation(s)"** shall have the meaning given in Section 4.1.



**"Patent Licenses"** shall mean all agreements providing for the granting of any right in or to any Patent or otherwise providing for a covenant not to sue for infringement or other violation of any Patent (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in **SCHEDULE B** (as such **SCHEDULE** may be amended or supplemented from time to time).



**"Patents"** shall mean all Commonwealth, United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including but not limited to: (i) each patent and patent application referred to in **SCHEDULE B** hereto (as such **SCHEDULE** may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all of the goodwill of any of the foregoing and of any of the business connected with the use of the foregoing, (iv) all rights corresponding thereto throughout the world, (v) all inventions and improvements described therein, (vi) the right to sue or otherwise recover for any past, present and future infringements thereof, (vii) all licenses, claims, damages, and proceeds of suit arising therefrom, and (viii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit.

**"Permitted Exceptions"** shall mean those Liens permitted by the Loan Agreements.

**"Permitted Sale"** shall mean those sales, transfers or assignments permitted by the Loan Agreements or this Security Agreement.

**"Person"** shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, limited liability company, partnership, entity or government (whether Federal, state (including the Commonwealth), county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof) or any other legally recognized entity.

**"Pledged Equity Interests"** shall mean all Pledged Stock and Pledged LLC Interests.

**"Pledged LLC Interests"** shall mean all interests in any limited liability company and each series thereof listed on **SCHEDULE C** to this Agreement under the heading "Pledged LLC Interests" and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

**"Pledged Stock"** shall mean all shares of capital stock owned by such Grantor listed on **SCHEDULE C** to this Agreement under the heading "Pledged Stock", and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

**"Pledge Supplement"** shall mean any supplement to this Agreement in substantially the form of Exhibit A.

**"Proceeds"** shall mean (i) all "proceeds" as defined in Article 9 of the UCC, (ii) payments or distributions made with respect to any Investment Related Property and (iii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

**"Receivables"** shall mean all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without

limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Related Property, together with all of Grantors' rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Receivables Records.

**"Receivables Records"** shall mean (i) all original copies of all documents, instruments or other writings or electronic records or other Records evidencing the Receivables, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices and other papers relating to Receivables, including, without limitation, all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of Grantor or any computer bureau or agent from time to time acting for Grantor or otherwise, (iii) all evidences of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors, secured parties or agents thereof, and certificates, acknowledgments or other writings, including, without limitation, lien search reports, from filing or other registration officers, (iv) all credit information, reports and memoranda relating thereto and (v) all other written or nonwritten forms of information related in any way to the foregoing or any Receivable.

**"Record"** shall have the meaning specified in Article 9 of the UCC.

**"Securities"** shall mean any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

**"Securities Accounts"** (i) shall mean all "securities accounts" as defined in Article 8 of the UCC and (ii) shall include, without limitation, all of the accounts listed in this Agreement under the heading "Securities Accounts".

**"Software"** shall mean "software" as defined in Article 9 the UCC and shall include without limitation and software, computer program, process or technique that has been or in the future is developed, owned and/or used by GRANTORS in and for their present and/or future business, collections, collections processes, or operations.

**"Subsidiary"** (if any, whether now existing or coming to exist) shall mean, with respect to any Person, any corporation or entity of which an aggregate of

more than fifty percent (50%) of the outstanding Stock or equity having ordinary voting power to elect majority of the Board of Directors (or Persons performing similar functions), of such corporation or entity (irrespective of whether, at the time, Stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly owned legally or beneficially by such Person, by one or more Subsidiaries of such Person, or by a general or limited partnership of which such Person or any of its Subsidiaries is a general partner.

**“Supporting Obligation”** shall mean all “supporting obligations” as defined in Article 9 of the UCC.

**“Trade Secret Licenses”** shall mean any and all agreements providing for the granting of any right in or to any Trade Secret (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Section 3.

**“Trade Secrets”** shall mean (i) all trade secrets and all other confidential or proprietary information and know-how, whether or not reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to any of the foregoing, (ii) all rights corresponding thereto throughout the world, (iii) the right to sue or otherwise recover for any past, present and future misappropriation or other violation thereof, and (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit.


**“Trademark Collateral”** shall mean any and all Trademarks and Trademark Licenses included in the Collateral.

**“Trademark Licenses”** shall mean any and all agreements providing for the granting of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement, dilution or other violation of any Trademark or permitting co-existence with respect to a Trademark (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Section 3.


**“Trademarks”** shall mean all Commonwealth, United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Section 3, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of any of the foregoing and of any of the business connected with the use of the foregoing, (iv) all rights corresponding thereto through the world, (v) the right to sue or otherwise recover

for any past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (vi) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the Commonwealth of Puerto Rico; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the Commonwealth of Puerto Rico, the term “UCC” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such perfection, priority or remedies.



**1.3 Definitions; Interpretation.** All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreements or, if not defined therein, in the UCC. References to “Sections,” “Exhibits” and “**SCHEDULEs**” shall be to Sections, Exhibits and **SCHEDULEs**, as the case may be, of this Agreement unless otherwise specifically provided. Except as expressly provided herein, any reference in this Agreement to any Loan Document shall mean such document as amended, restated, supplemented or otherwise modified from time to time, in each case, in accordance with the express terms of the corresponding Loan Document. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. The terms lease and license shall include sub-lease and sub-license, as applicable. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any applicable Article of the UCC. Whenever any provision hereunder refers to the knowledge (or an analogous phrase) of any Grantor, such words are intended to signify that an Authorized Officer of such Grantor has actual knowledge of a particular fact or circumstance except as provided in the last sentence of this paragraph. Whenever any performance obligation hereunder shall be stated to be due or required to be satisfied on a day other than a Business Day, such performance shall be made or satisfied on the next succeeding Business Day. All representations and warranties made hereunder as to the assets, business or Securities acquired by the Grantors with respect to matters occurring prior to the consummation of such acquisition shall be limited to the




knowledge of the corresponding Responsible Officer of Company at the time such representation or warranty is made.


**2.1 Grant of Security Interest.** GRANTORS hereby ratify, collaterally assign, pledge and/or grant, as the case may be, to SECURED PARTY a security interest and/or continuing Lien on all of such GRANTORS' right title and interest in, to and under following personal property of such GRANTORS for the benefit of SECURED PARTY, including, but not limited to all of the following: (i) Accounts, (ii) Chattel Paper, (iii) Commercial Tort Claims, (iv) Documents, (v) Deposit Accounts, (vi) General Intangibles, (vii) Goods (including without limitation Inventory and Equipment), (viii) Instruments, (ix) Insurance (including without limitation Health Care Insurance Receivables and Life Insurance Policies), (x) Intellectual Property, (xi) Investment Related Property, (xii) Material Contracts; (xiii) Money, (xiv) Receivables and Receivables Records, (xv) Software, (xvi) to the extent not included above all other personal property of any kind and all Collateral Records, Collateral Support, and Supporting Obligations relating to any of the foregoing; and, (xvii) to the extent not included above all Proceeds, products, accessions, dividends, distributions, payments, rights to payments, rents, profits and income of or related to, or emerging from any of the foregoing, all as described or referred to in this Agreement in Section 3 and/or in any of the Loan Documents (all collectively, the "Collateral"), to secure payment and performance of the Obligations described in paragraph 4. This security interest and/or Lien will continue over the Collateral even if any part of the Collateral is sold, or in any manner transferred or encumbered; and said security interest and/or Lien will also extend to all the product and Proceeds of the Collateral, including, but without limiting to, any payment, right to payment, goodwill, dividend, rent or income received from or related to the Collateral and any Insurance proceeds received from Insurance covering the Collateral (all of which shall also be part of the Collateral). The SECURED PARTY is hereby entitled after the occurrence and during the continuance of an Event of Default to collect any interest, rent, dividends, payments, rights to payments, or account receivables emerging from or related to the Collateral and apply them to the principal, interest, penalties and/or Obligations of DEBTORS under the Loan Documents. At SECURED PARTY's sole request GRANTORS will be obligated to execute, endorse and/or transfer all the proxies, applications, acceptances, powers of attorney, documents, instruments and/or any other evidence of payment or any other document that SECURED PARTY reasonably requests to keep the Collateral and the security interest and/or Lien granted herein in its full force and applicability. All of these documents shall be prepared and executed in the manner and by the attorney elected by the SECURED PARTY for said purpose at DEBTORS's cost.

**2.2 Perfection of Security Interest.** Each GRANTOR shall take all action that may be necessary or desirable, or that SECURED PARTY may reasonably request, so as at all times to maintain the validity, perfection, enforceability and priority of SECURED PARTY's security interest in and/or Lien on the Collateral, or to enable SECURED PARTY to protect, exercise or enforce its rights hereunder and in the Collateral, including, but not limited to, (i) immediately discharging all Liens other than those Liens granted to SECURED PARTY and Permitted Exceptions, if any; (ii) using

commercially reasonable efforts to obtain lien waiver agreements; (iii) delivering to SECURED PARTY, endorsed or accompanied by such instruments of assignment as SECURED PARTY may specify, and stamping or marking, in such manner as SECURED PARTY may specify, any and all Chattel Paper, Instruments, Letters of Credit and advices thereof and documents evidencing or forming a part of the Collateral; (iv) using commercially reasonable efforts to enter into warehousing, lockbox and other custodial arrangements reasonably satisfactory to SECURED PARTY; and (v) executing and/or delivering, and using commercially reasonable efforts to cause third parties to execute and deliver, in each case, as applicable, financing statements, control agreements, instruments of pledge, mortgages, notices and assignments, in each case in form and substance satisfactory to SECURED PARTY, relating to the creation, validity, perfection, priority, maintenance or continuation of SECURED PARTY's security interest and Lien under the UCC or other Applicable Law. By its signature hereto, each Grantor hereby authorizes SECURED PARTY to file against such Grantor, one or more financing, continuation or amendment statements pursuant to the UCC in form and substance reasonably satisfactory to SECURED PARTY (which statements may have a description of collateral which is broader than that set forth herein and may use the terms "all assets", "all personal property" or similar terms). All reasonable out of pocket charges, expenses and fees that SECURED PARTY may incur in doing any of the foregoing, and any local taxes relating thereto, shall be charged to DEBTORS' Collection Accounts as a Loan and added to the Obligations, or, at SECURED PARTY's option, shall be paid to SECURED PARTY immediately upon demand.



**2.3 Lien Created.** The parties hereto by these presents agree, covenant and recognize that irrespective of the language used, or contents of, any Loan Document their intention and agreement is to grant, constitute and perfect a valid, enforceable first priority security interest and/or Lien over the Collateral, to and for the benefit of the SECURED PARTY, as security for the Obligations under any Applicable Law, including without limitation the UCC and/or the Commonwealth's Civil Code, all as currently applicable or as amended from time to time. As such, the parties hereto agree that such security interests and/or Lien is created by virtue of any or all of said legal dispositions as they apply to the Collateral and the transactions intended by the parties hereto, and those appearing herein and in the other Loan Documents.



**2.4 Interest Absolute.** To the fullest extent permitted under Applicable Law all rights of SECURED PARTY and the Lien and/or security interest granted hereunder and under the other Loan Documents, and all obligations of the GRANTORS hereunder, shall be absolute and unconditional, irrespective of:

- (a) Any lack of validity or enforceability of any of the Obligations, the Notes, the Loan Agreements or any other Loan Documents;
- (b) Any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any other amendment or waiver of,



or any consent to departure from, this Agreement, the Loan Agreements, the Notes or any other Loan Document, or any other agreement or instrument, including, but not limited to, (i) any increase or decrease in any such Obligations, and (ii) any amendment of any Loan Document to permit the Lender to extend further or additional credit to the DEBTORS or any of their Affiliates or Subsidiaries in any form, including credit by way of loan, purchase of assets, guarantee, letter of credit, or otherwise, whether or not such credit shall thereupon be or become an Obligation;

(c) any taking, holding, or future grant of Collateral (which term for purposes of this Agreement includes but is not limited to the Lease Collateral) or additional guaranties for all or any of the Obligations; or any amendment, alteration, exchange, substitution, transfer, enforcement, waiver or subordination of any Collateral or such guaranties; or the termination, release or non-perfection of any Collateral (other than with respect to any Lease Collateral) or such guaranties or any consent to departure from any security agreement, Lien or guaranty with respect thereto;

(d) any manner of application of Collateral, or proceeds thereof, to all or any of the Obligations, or the manner of sale of any Collateral;

(e) any consent by SECURED PARTY to (i) the change, restructuring or termination of the corporate, partnership, limited liability company or entity structure or existence, as the case may be, of the GRANTORS or any of their Affiliates or Subsidiaries and (ii) any corresponding restructuring of, or any other restructuring or refinancing of, the Obligations or any portion thereof;

(f) any modification, compromise, settlement or release by the SECURED PARTY, or, by operation of law or otherwise, collection or other liquidation of the Obligations or the liability of the GRANTORS, or of any Collateral, in whole or in part, and any refusal of payment by the SECURED PARTY, in whole or in part, from any GRANTOR in connection with any of the Obligations, whether or not with notice to, or further assent by, or any reservation of rights against, the GRANTORS or any of its Affiliates;

(g) any exchange, release or non-perfection of any other Collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or

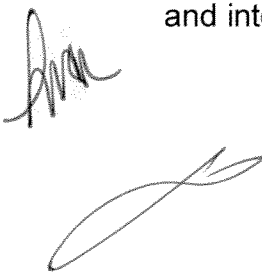
(h) any other circumstance which might otherwise constitute a defense available to, or discharge of, the GRANTORS in respect of the Obligations.

In addition, the GRANTORS waive, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement of the Obligations secured hereby. SECURED PARTY's rights hereunder shall be reinstated and revived, and the enforceability of this Agreement shall continue, with

respect to any amount at any time paid on account of the Obligations which shall thereafter be required to be restored or returned by SECURED PARTY upon the bankruptcy, insolvency or reorganization of any party, or otherwise, all as though such amount had not been paid.

**2.5 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest and/or Lien granted under Section 2.1 hereof attach to (a) any lease, license, contract, property right or agreement to which any Grantor is a party, and any rights of any Grantor arising thereunder or evidenced thereby, if and to the extent that a security interest and/or Lien is (i) prohibited by or in violation of any law, rule or regulation (including any requirement to obtain the consent of any Governmental Authority) applicable to such Grantor or (ii)(A) is prohibited by or in violation of a term, provision or condition of any such lease, license, property right, contract or agreement or (B) creates a right of termination in favor or, or requires the consent of, any other party (other than any Grantor unless such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest and/or Lien hereunder pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or government regulation (including the Bankruptcy Code) or principles of equity; provided however, that the Collateral shall include (and such security interest and/or Lien shall attach) immediately at such time as the condition causing such termination, or the contractual or legal prohibition shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property right or agreement not subject to the prohibitions specified in (i) or (ii) above; provided further that the exclusions referred to in clause (a) of this Section 2.5 shall not include any Proceeds of any such lease, license, contract, property right or agreement.

**3. Collateral.** a. The Collateral shall consist of all of GRANTORS' right, title and interest in and to all present and future:

- 
- i. Accounts;
  - ii. Chattel Paper;
  - iii. Deposit Accounts included in **SCHEDULE A-1**
  - iv. Documents;
  - v. General Intangibles;
  - vi. Goods (including without limitation Inventory and Equipment);
  - vii. Instruments;
  - viii. Insurance (including without limitation Health Care Insurance Receivables);
  - ix. Intellectual Property, including without limitation that included in **SCHEDULE B**
  - x. Investment Related Property and the Pledged Equity Interests detailed **SCHEDULE C** hereto;
  - xi. Material Contracts including without limitation those included in **SCHEDULE D**;

- xii. Money;
- xiii. Receivables and Receivables Records;
- xiv. Software;
- xv. to the extent not included above all other personal property of any kind and all Collateral Records, Collateral Support, and Supporting Obligations relating to any of the foregoing; and,
- xvi. to the extent not included above all Proceeds, products, accessions, distributions, dividends, payments, rights to payments, rents, profits and income of or related to, or emerging from any of the foregoing.

b. **Property in SECURED PARTY's Possession.** All other property of GRANTORS now or hereafter in the possession, custody or control of SECURED PARTY, including, without limitation, to all Deposit Accounts, certificate of deposit of GRANTORS maintained with SECURED PARTY, and all property of GRANTORS in which SECURED PARTY now has or hereafter acquires a security interest.

c. The fact that some of the Collateral has been particularly described in this paragraph does not limit the extension of the security interest and/or Lien granted by GRANTORS over property not particularly described but included in general or specific terms in the remaining paragraphs of this document or in the other Loan Documents.

#### 4. **Obligations.**

4.1 **Security for Obligations.** The security interest and/or Lien granted over the Collateral secures the payment of all obligations of every kind and character now or hereafter existing whether matured or unmatured, contingent or liquidated by required payment, declaration, acceleration, demand or otherwise due and payable (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. sec.362, and any successor provision thereof) of the DEBTORS under the Loan Agreements, the Notes and each other Loan Document, in each case as such agreements or instruments may hereafter be amended or otherwise modified from time to time, whether for principal, interest (including, without limitation, all interest accruing or payable at the then applicable rate provided in the Loan Agreements after the maturity of the Loans and interest accruing or payable at the then applicable rate provided in the Loan Agreements or other applicable Loan Document after the occurrence and during the continuance of and Event of Default, or the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding, relating to the GRANTORS), fees, penalties, expenses, fixed or variable amounts, reimbursement, indemnification or otherwise whether now existing or hereafter arising, whether voluntary or involuntary, whether or not jointly owed with others, whether direct or indirect, absolute or contingent, contractual or tortious, liquidated or unliquidated, arising by operation of law, or otherwise, whether or not from time to time decreased or

extinguished and later increased, created or incurred, and whether or not extended, modified, rearranged, restructured, refinanced, or replaced, including without limitation, modifications to interest rates or other payment terms of such debts, obligations, or liabilities (all collectively the "Secured Obligations", all such obligations being part of the "Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by the DEBTORS to the SECURED PARTY under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar case or proceeding involving the GRANTORS.

*Am*

**4.2 Continuing Liability Under Collateral.** Notwithstanding anything herein to the contrary, (i) each GRANTOR shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to the SECURED PARTY, (ii) each GRANTOR shall remain liable under each of the agreements included in the Collateral to which it is a party, including, without limitation, any Assigned Agreements and/or Material Contracts, agreements relating to any Pledge Equity Interests, to perform all of the obligations undertaken by each one of them thereunder all in accordance with and pursuant to the terms and provisions thereof and the SECURED PARTY shall not have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other Loan Document related thereto, nor shall the Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, and (iii) the exercise by the SECURED PARTY of any of its rights hereunder shall not release any GRANTOR from any of its duties or obligations under the contracts and agreements included in the Collateral.

*[Signature]*

**4.3 No Consents.** Except as could not reasonably be expected to result in a Material Adverse Effect, no consent of any other person (including, without limitation, any stockholder or creditor of GRANTOR or any of its Subsidiaries or Affiliates) and no order, material consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any Governmental Authority is required to be obtained by Grantors in connection with the execution, delivery or performance of this Agreement, except (i) as may be required to perfect and maintain the perfection of the corresponding security interests and/or Lien created hereby, (ii) with respect to Receivables subject to the Federal Assignment of Claims Act, (iii) in connection with the disposition of the Collateral by laws affecting the offering and sale of Securities generally, or (iv) with respect to the registration of Copyrights in the United States Copyright Office as may be required to obtain a security interest therein that is effective against subsequent transferees under United States copyright law.


**5. Representations and Warranties.** In addition to any representations and warranties of GRANTORS set forth in the Loan Documents, which are incorporated herein by this reference, GRANTORS hereby represent and warrant that:

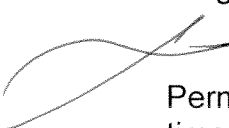
**5.1 Generally.**

a. Authority. They have authority, and have completed all proceedings and obtained all approvals and consents necessary, to execute, deliver, and perform this Security Agreement, the Loan Documents and the transactions contemplated hereby and thereby.

b. No Default or Lien. Such execution, delivery, and performance will not contravene, or constitute a default under or result in a Lien (other than those intended hereby or in the Loan Documents) upon any of their property pursuant to any applicable law or regulation or any contract, agreement, judgment, order, decree, or other instrument binding upon or affecting GRANTORS.

c. Enforceability. This Security Agreement and the Loan Documents constitutes a legal, valid, and binding obligation of GRANTORS, enforceable in accordance with its terms (except as enforceability may be affected by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditor's rights or by general equitable principles), and this Security Agreement and the Loan Documents grants to SECURED PARTY a valid, first-priority perfected and enforceable security interest in and lien on the Collateral.

 d. Ownership of Collateral. GRANTORS are the sole owners of and have good and marketable title free and clear of all liens (other than Permitted Exceptions) to the Collateral (or, in the case of after-acquired Collateral, at the time the GRANTORS acquire rights in the Collateral, will be the sole owner thereof), they own the Collateral purported to be owned by them or otherwise have the rights they purport to have in each item of Collateral and, as to all Collateral whether now existing or hereafter acquired, developed or created (including by way of lease or license), will continue to own or have such rights in each item of the Collateral (except as otherwise permitted by the Loan Agreements), in each case free and clear of any and all Liens, rights or claims of all other Persons, including, without limitation, liens arising as a result of such Grantor becoming bound (as a result of merger or otherwise) as debtor or grantor under a security agreement, pledge, assignment or any other similar agreement entered into by another Person other than any Permitted Exceptions and minor defects in title that do not interfere with its ability to conduct business as currently conducted or with its obligations hereunder;.

 e. Priority. Except for security interests in favor of SECURED PARTY and Permitted Exceptions, no person has (or, in the case of after-acquired Collateral, at the time GRANTORS acquire rights therein, will have) any right, title, claim, or interest (by way of security interest or other lien or charge) in, against or to the Collateral.

f. Delivery of Documents, etc. GRANTORS have delivered to SECURED PARTY all instruments, documents, chattel paper, and other items of Collateral in which a security interest is or may be perfected by possession, the certificate of title with respect to each motor vehicle, if any, included in the Collateral.

g. Enforceability Against Account Debtors. Each account, contract right, item of chattel paper, instrument or any other right to the payment of money constituting Collateral is genuine and enforceable in accordance with its terms against the party obligated to pay the same (an Account Debtor), which terms have not been modified or waived in any respect or to any extent.

h. No Account Debtor's Defense. No Account Debtor has any valid defense, set off, claim, or counterclaim against GRANTORS that can be asserted against SECURED PARTY, whether in any proceeding to enforce SECURED PARTY's rights in the Collateral, or otherwise.

i. On the Closing Date and on each Credit Date:

(i) indicated on **SCHEDULE A** (as such **SCHEDULE** may be amended or supplemented from time to time): (v) each Grantor's complete and correct legal name as it appears in the corresponding official, governmental records, (w) the type of organization of such Grantor, (x) the jurisdiction of organization of such Grantor, (y) its organizational identification number and (z) the jurisdiction where the chief executive office or its principal place of business (or its place of residence if an individual) is for the period beginning the date which is five (5) years prior to the date this representation and warranty is being made;

(ii) the full legal name of such Grantor is as set forth on **SCHEDULE A** and it has not done in the last five (5) years, or if shorter, in the period since the date of acquisition of such Grantor, and does not do business under any other name (including any trade-name or fictitious business name) except for those names set forth on **SCHEDULE A** (as such **SCHEDULE** may be amended or supplemented from time to time within 30 days of any change thereto);

(iii) except as provided on **SCHEDULE A**, it has not changed its name, jurisdiction of organization, chief executive office or principal place of business or its corporate structure in any way (e.g., by merger, consolidation, change in corporate form or otherwise) during the period beginning the date which is five (5) years prior to the date this representation and warranty is being made;

(iv) to such Grantor's knowledge, it has not within the five (5) year period preceding the Closing Date become bound (whether as a result of merger or otherwise) as debtor and/or grantor under a security agreement pledge, assignment or any other similar agreement entered into by another Person, which has not heretofore been terminated (as such **SCHEDULE** may be amended or supplemented from time to time);

(v) with respect to each Material Contract identified on **SCHEDULE D**, they have indicated on **SCHEDULE (A)** the information required pursuant to Section 5.1(i) (i-iii) with respect to the DEBTORS under each such agreement;

(vi) they agree and hereby recognize that the security interest and/or Lien granted to the SECURED PARTY hereunder or under the Loan Documents shall at all times constitute valid and perfected first priority Liens (subject to Permitted Exceptions), in each case as follows, (a) as to that personal property for which a security interest and/or Lien is perfect by assignment, upon the execution of this Agreement and the other Loan Documents; (b) as to that personal property for which a security interest and/or Lien is perfected by delivery of possession; upon delivery of such item(s) to Secured Party together with the execution of this Agreement or delivery thereafter; (c) as to that personal property for which a security interest and/or Lien is perfect by "Control" (as this term is defined in the UCC), upon giving said Control to Lender together with the execution of this Agreement or thereafter; and, (d) as to that personal property for which a security interest and/or Lien is perfect by filing a financing statement under the UCC, upon the filing of all UCC financing statements in the filing offices corresponding to such Grantor's chief executive office or principal place of business listed on **SCHEDULE A** hereof (as such **SCHEDULE** may be amended or supplemented from time to time); and, (e) as to other personal property for which perfection or priority of the security interest therein is not subject to Article 9 of the UCC, upon mere execution of this agreement and/or the corresponding Loan Document, or upon recordation of the security interests granted hereunder in Patents, Trademarks, Copyrights and exclusive Copyright Licenses in the applicable intellectual property registries, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office; the security interests and/or Lien granted to the Secured Party hereunder or under the Loan Documents shall constitute valid and perfected first priority Liens (subject in the case of priority only to Permitted Exceptions and to the rights of the United States government (including any agency or department thereof) with respect to United States government Receivables) on all of the Collateral to the extent such Collateral may be perfected by the filing of a financing statement or such other method described above;

(vii) except as otherwise provided herein, all actions and consents, including all filings, notices, registrations and recordings necessary or desirable for the exercise by the Secured Party of the voting or other rights provided for in this Agreement or the exercise of remedies in respect of the Collateral have been made or obtained;

(viii) other than the financing statements filed in favor of the Secured Party, no effective UCC financing statement, fixture filing or other instrument similar in effect under any Applicable Law covering all or any part of the Collateral is on file in any filing or recording office except for (1) financing statements for which proper termination statements have been delivered to the Secured Party for filing, (2) financing statements filed in connection with Permitted Exceptions, and, (3) prior financing statements filed to perfect security interests and/or Liens for the benefit of SECURED PARTY;

(ix) no authorization, consent, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or any other Person is required for either (i) the constitution, pledge or grant by any Grantor of the Liens purported to be created in favor of the Secured Party hereunder or under the Loan Documents or (ii) the exercise by the Secured Party of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder, under the Loan Documents, or created or provided for by Applicable Law), except (A) for the filings contemplated by clause (vi) above; (B) as may be required, in connection with the disposition of any Investment Related Property, by laws generally affecting the offering and sale of Securities;

(x) all information supplied by any Grantor with respect to any of the Collateral (in each case taken as a whole with respect to any particular Collateral) is accurate and complete in all material respects;

(xi) none of the Collateral constitutes, or is the Proceeds of, (1) Farm Products, (2) As-Extracted Collateral, (3) Manufactured Homes, (4) Health-Care-Insurance Receivables or (5) timber to be cut;

(xii) such Grantor is not bound as a debtor or as grantor, either by contract or by operation of law, by a security agreement entered into by another Person;

(xiii) such Grantor has been duly organized as an entity of the type as set forth opposite such Grantor's name on **SCHEDULE A** solely under the laws of the jurisdiction as set forth opposite such Grantor's name on **SCHEDULE A** and remains duly existing as such. Such Grantor has not filed any certificates of domestication, transfer or continuance in any other jurisdiction; and

(xiv) except as otherwise indicated on **SCHEDULE A** each Grantor is primarily engaged in the business of providing healthcare information technology products and services, and their "principal place of business" (as this term is defined in the UCC) is the one indicated on **SCHEDULE A**.

## **5.2 Investment Related Property.**

### **5.2.1 Investment Related Property Generally**

#### **(a) Covenants and Agreements.**

Each Grantor hereby covenants and agrees that:

(i) subject to Section 5.2.1(b), in the event it acquires rights in any Investment Related Property after the date hereof, within fifteen (15) days of



receipt thereof, it shall deliver to the SECURED PARTY a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to **SCHEDULES** thereto, reflecting such new Investment Related Property and all other Investment Related Property. Notwithstanding the foregoing, it is understood and agreed that the security interest of the Secured Party shall attach to all Investment Related Property included in the Collateral immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a Pledge Supplement as required hereby;

(ii) except as provided in the next sentence, in the event such Grantor receives any dividends, interest or distributions on any Investment Related Property, or any securities or other property of any issuer of any Investment Related Property included in the Collateral, then (a) such dividends, interest or distributions and securities or other property shall be included in the definition of Collateral without further action and (b) such Grantor shall immediately take all steps, if any, necessary or advisable to ensure the validity, perfection, priority and, if applicable, control of the SECURED PARTY over such Investment Related Property (including, without limitation, delivery thereof to the SECURED PARTY) and pending any such action such Grantor shall be deemed to hold such dividends, interest, distributions, securities or other property in trust for the benefit of the SECURED PARTY and shall segregate such dividends, distributions, Securities or other property from all other property of such Grantor. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, the SECURED PARTY authorizes each Grantor to receive and retain all ordinary cash dividends and distributions paid in the normal course of the business of the issuer of any Investment Related Property and consistent with the past practice of the issuer all as authorized under the Loan Agreements and Loan Documents; and,

(iii) each Grantor consents to the grant by each other Grantor of a Security Interest in all Investment Related Property included in the Collateral to the SECURED PARTY.

(b) Delivery and Control.

(i) Each Grantor agrees that with respect to any Investment Related Property included in the Collateral in which it currently has rights it shall comply with the provisions of this Section 5.2.1(b) on or before the Closing Date and with respect to any such Investment Related Property hereafter acquired by such Grantor it shall comply with the provisions of this Section 5.2.1(b) promptly (in any event no later than 15 days thereafter) upon acquiring rights therein, in each case in form and substance satisfactory to the SECURED PARTY. With respect to any such Investment Related Property that is represented by a certificate or that is an "instrument" (other than any Investment Related Property credited to a Securities Account) it shall cause such certificate or instrument to be delivered to

the SECURED PARTY, indorsed in blank by an "effective indorsement" (as defined in Section 8-107 of the UCC), regardless of whether such certificate constitutes a "certificated security" for purposes of the UCC. With respect to any Investment Related Property that is an "uncertificated security" for purposes of the UCC (other than any "uncertificated securities" credited to a Securities Account), it shall cause the issuer of such uncertificated security to either (i) register the SECURED PARTY as pledgee as the registered owner thereof on the books and records of the issuer or (ii) execute an agreement in such form and substance as shall be reasonably acceptable to the SECURED PARTY, pursuant to which such issuer agrees to comply with the SECURED PARTY's instructions with respect to such uncertificated security without further consent by such Grantor.

(c) Voting and Distributions.

(i) So long as no Event of Default shall have occurred and be continuing or SECURED PARTY shall not have made a request under Section 5.2.1(c)(ii) below: (1) except as otherwise provided under the covenants and agreements relating to Investment Related Property in this Agreement or elsewhere herein or in the Loan Agreements and Loan Documents, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Loan Agreements and Loan Documents; provided, no Grantor shall exercise or refrain from exercising any such right if the SECURED PARTY shall have notified such Grantor that, in the SECURED PARTY's reasonable judgment, such action would have a material adverse effect on the value of the Investment Related Property or any substantial part thereof; and provided further, such Grantor shall give the SECURED PARTY at least five (5) Business Days prior written notice of the manner in which it intends to exercise, or the reasons for refraining from exercising, any such right; it being understood, however, that neither the voting by such Grantor of any Investment Related Property for, or such Grantor's consent to, the election of directors (or similar governing body) at a regularly scheduled annual or other meeting of stockholders or with respect to incidental matters at any such meeting, nor such Grantor's consent to or approval of any action otherwise permitted under this Agreement and under the Loan Agreements and Loan Documents, shall be deemed inconsistent with the terms of this Agreement or the Loan Agreements within the meaning of this Section 5.2.1(c)(i)(1), and no notice of any such voting or consent need be given to the SECURED PARTY; and, (2) the SECURED PARTY shall promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies, and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (1) above or to the Loan Agreements and Loan Documents.

(ii) Upon request by the SECURED PARTY after the occurrence and during the continuation of an Event of Default: (1) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the SECURED PARTY who shall thereupon have the sole right to exercise such voting and other consensual rights; and, (2) in order to permit the SECURED PARTY to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (1) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the SECURED PARTY all proxies, dividend payment orders and other instruments as the SECURED PARTY may from time to time reasonably request and (2) each Grantor acknowledges that the SECURED PARTY may utilize the power of attorney set forth in Section 6.4.

(d) Future Issuance of Equity Interests.

All GRANTORS agree and recognize that included in the Pledged Equity Interests and as part of the Collateral are any Stock, Units and Securities of the class, series or type described in Schedule B hereto that in the future are issued to any Person or GRANTOR by any Debtor. GRANTORS hereby agree, covenant and become bound to Secured Party, to include any such Stock, Units and/or Securities as Pledged Equity Interests subject to the security interest and/or Lien granted to SECURED PARTY and included as part of the Collateral. For these purposes GRANTORS shall promptly notify SECURED PARTY and shall execute a Pledge Supplement in the form of Exhibit "A" hereto, and/or any other documents reasonably required by SECURED PARTY for these purposes. This obligation shall apply and include any and all such Stock, Units and/or Securities, including but not limited to, any such Stock, Units and/or Securities issued under the LLC's 2013 Equity Incentive Plan or any similar plan or arrangement. The parties hereto agree and recognize that in no way the contents of this paragraph have the effect of modifying or altering any restrictions on transfer of interest or change of control provisions contained in the other Loan Documents.

**5.2.2 Pledged Equity Interests**

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) **SCHEDULE C** (as such **SCHEDULE** may be amended or supplemented from time to time) sets forth under the headings "Pledged Stock" and "Pledged LLC Interests," respectively, all of the Pledged Stock and Pledged LLC Interests owned by any Grantor of the corresponding issuer, and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage shown in **SCHEDULE C** herein of membership

interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such **SCHEDULE**;

(ii) except as set forth on **SCHEDULE C**, it has not acquired any equity interests of another entity or substantially all the assets of another entity for the period beginning the date which is five (5) years prior to the date this representation and warranty is being made;

(iii) it is the record and beneficial owner of the Pledged Equity Interests free of all Liens, rights or claims of other Persons other than Permitted Exceptions and there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests;

(iv) it has obtained the consent of any Person including any other general or limited partner, any other member of a limited liability company, any other shareholder or any other trust beneficiary is necessary in connection with the creation, perfection or first priority status of the security interest granted to the SECURED PARTY by such Grantor in any Pledged Equity Interests or the exercise by the SECURED PARTY of the voting or other rights provided for in this Agreement, in the Loan Documents or the exercise of remedies in respect thereof;

(v) none of the Pledged LLC Interests is or represents interests in issuers that: (a) are registered as investment companies or (b) are dealt in or traded on securities exchanges or markets; and,

(vi) except for interests in the LLC, none of the Pledged LLC Interests are or represent interests in issuers that by their terms provide that they are securities governed by the UCC of an applicable jurisdiction.

*John*

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

*[Signature]*

(i) without the prior written consent of the SECURED PARTY, it shall not vote over the Pledged Equity Interests to enable or take any other action to: (a) other than as permitted by the Loan Agreements and Loan Documents, amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that materially changes the rights of such Grantor with respect to any Pledged Equity Interest or adversely affects the validity, perfection or priority of the SECURED PARTY's security interest therein, (b) permit any issuer of any Pledged Equity Interest to issue any additional stock, partnership interests, limited liability company interests or other equity interests of any nature or to issue securities convertible into or granting the right of purchase or

exchange for any stock or other equity interest of any nature of such issuer, (c) other than as permitted under the Loan Agreements and Loan Documents, permit any issuer of any Pledged Equity Interest to dispose of all or a material portion of their assets, (d) waive any default under or breach of any terms of any organizational document relating to the issuer of any Pledged Equity Interest, or (e) cause any issuer of any Pledged LLC Interests which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged LLC Interests to be treated as securities for purposes of the UCC; provided, however, notwithstanding the foregoing, if any issuer of any Pledged LLC Interests takes any such action in violation of the foregoing in this clause (e), such Grantor shall promptly notify the SECURED PARTY in writing of any such election or action and, in such event, shall take all steps necessary or advisable to establish the SECURED PARTY's "control" thereof;

(ii) it shall comply with all of its obligations under any partnership agreement or limited liability company agreement relating to Pledged LLC Interests and shall enforce all of its rights with respect to any Investment Related Property;

(iii) without the prior written consent of the SECURED PARTY, it shall not permit any issuer of any Pledged Equity Interest to merge or consolidate unless (i) such issuer creates a security interest and/or Lien for SECURED PARTY's benefit that is perfected by a filed financing statement (that is not effective solely under section 9-508 of the UCC) in collateral in which such new debtor has or acquires rights, and (ii) all the outstanding capital stock or other equity interests of the surviving or resulting corporation, limited liability company, partnership or other entity is, upon such merger or consolidation, pledged hereunder and, except to the extent not prohibited by the Loan Agreements and Loan Documents, no cash, securities or other property is distributed in respect of the outstanding equity interests of any other constituent Grantor;

(iv) each Grantor consents to the grant by each other Grantor of a security interest and/or Lien in all Pledged Equity Interest to the SECURED PARTY and, without limiting the foregoing, consents to the transfer of any Pledged Stock and any Pledged LLC Interest to the SECURED PARTY or its nominee during an Event of Default and to the substitution of the SECURED PARTY or its nominee as a stockholder in any corporation or as a member in any limited liability company with all the rights and powers related thereto; and,

(v) with respect to any Pledged LLC Interests included in the Collateral, if the Grantors own less than 100% of the equity interests in any issuer of such Pledged LLC Interests, Grantors shall use their commercially reasonable efforts to obtain the consent of each other holder of limited liability company interests in such issuer to the security interest of the SECURED PARTY hereunder and during an Event of Default, the transfer of such Pledged LLC Interests to the SECURED PARTY of its designee, and to the substitution of

the SECURED PARTY or its designee as a member with all the rights and powers related thereto. Each Grantor consents to the grant by each other Grantor of a security interest and/or Lien in all Investment Related Property to the SECURED PARTY and without limiting the generality of the foregoing consents to the transfer of any Pledged LLC Interest to the SECURED PARTY or its designee during an Event of Default and to the substitution of the SECURED PARTY or its designee as a member in any limited liability company with all the rights and powers related thereto.

### 5.3 Equipment and Inventory.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Date, that:

(i) to such Grantor's knowledge, all of the Equipment and Inventory included in the Collateral (other than mobile Equipment such as laptops and PDAs in the possession of any Grantor's employees or agents, or Equipment or Inventory that is customarily kept on the premises of customers or inside vehicles owned or leased in the name of a Grantor for current use) is kept only at the locations specified in **SCHEDULE A** (as such **SCHEDULE** may be amended or supplemented from time to time within 30 days of (a) any change thereto or (b) the discovery by Grantor of additional locations at which such Equipment and/or Inventory is located); and (ii) to the Grantor's knowledge, none of the Inventory or Equipment is in the possession of an issuer of a "negotiable document" (as defined in the UCC) therefor or otherwise in the possession of a bailee or a warehouseman.

(b) Covenants and Agreements. Each Grantor covenants and agrees that:

(i) it shall keep (except as set forth in Section 5.3(a)(i) or to the extent possible based upon such Grantor's knowledge as set forth in Section 5.3(a)(ii)) the Equipment, Inventory and any Documents evidencing any Equipment and Inventory in the locations specified on **SCHEDULE A** (as such **SCHEDULE** may be amended or supplemented from time to time within 30 days of any change thereto) unless it shall have (a) notified the SECURED PARTY in writing, by executing and delivering to the SECURED PARTY a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to **SCHEDULES** thereto, within thirty (30) days after any change in locations, identifying such new locations and providing such other information in connection therewith as the SECURED PARTY may reasonably request and (b) taken all actions necessary or advisable to maintain the continuous validity and perfection, and, subject to statutory and other similar liens as they may arise, the same or better priority, of the SECURED PARTY's security interest in the Collateral (subject only to Permitted Liens) intended to be granted and agreed to hereby, or to enable the SECURED PARTY to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory;

(ii) it shall keep correct and accurate records of the Inventory, as is customarily maintained under similar circumstances by Persons of established reputation engaged in similar business, and in any event in conformity with GAAP; and,

(iii) it shall not deliver any Document evidencing any Equipment or Inventory to any Person other than the issuer of such Document to claim the Goods evidenced therefor or the SECURED PARTY.

#### **5.4 Receivables and Goods.**

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Date, that:

(i) each Receivable (a) is the legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (b) is enforceable in accordance with its terms, (c) is not subject to any setoffs, defenses, taxes, counterclaims (except with respect to refunds, returns and allowances in the ordinary course of business with respect to damaged merchandise) and (d) is in compliance with all applicable laws, in all material respects, whether federal, state, local or foreign, except where a failure of the foregoing to be true and correct would not reasonably be expected to have a Material Adverse Effect;

(ii) to Grantor's knowledge, no Receivables are at any one time outstanding from Account Debtors comprising the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign unless, if the pledge of such Account requires the consent of the Account Debtor in respect thereof in connection with the pledge hereunder and SECURED PARTY has requested that such Grantor obtain such consent, and such consent has been obtained;

(iii) no Receivable is evidenced by, or constitutes, an Instrument or Chattel Paper which has not been delivered to, or otherwise subjected to the control of, the SECURED PARTY to the extent required by, and in accordance with Section 5; and,

(iv) no Goods now or hereafter produced by any Grantor and included in the Collateral have been or will be produced in violation of the requirements of the Fair Labor Standards Act, as amended, or the rules and regulations promulgated thereunder.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) it shall keep and maintain at its own cost and expense satisfactory and complete records of the Receivables, including, but not limited to, the originals of all documentation with respect to all Receivables and records of all payments received and all credits granted on the Receivables, all merchandise returned and all other dealings therewith;

(ii) unless otherwise agreed upon by the SECURED PARTY, it shall mark conspicuously, in form and manner reasonably satisfactory to the SECURED PARTY, all Chattel Paper, Instruments (other than checks) and other evidence of Receivables (other than any delivered to the SECURED PARTY as provided herein), as well as the Receivables Records with an appropriate reference to the fact that the SECURED PARTY has a security interest therein;

(iii) it shall perform in all material respects all of its obligations with respect to the Receivables;


(iv) it shall not amend, modify, terminate or waive any provision of any Receivable in any manner which in the good faith judgment of such Grantor could reasonably be expected to have a Material Adverse Effect on the value of the Receivables or a substantial portion thereof. Other than in the ordinary course of business as generally conducted by it on and prior to the date hereof or with the consent of SECURED PARTY, and except as otherwise provided in subsection (v) below, following and during the continuance of an Event of Default, such Grantor shall not (w) grant any extension or renewal of the time of payment of any Receivable, (x) compromise or settle any dispute, claim or legal proceeding with respect to any Receivable for less than the total unpaid balance thereof, (y) release, wholly or partially, any Person liable for the payment thereof or (z) allow any credit or discount thereon;

(v) except as otherwise provided in this subsection, each Grantor shall use commercially reasonable efforts to collect all amounts due or to become due to such Grantor under the Receivables and any Supporting Obligation and diligently exercise each material right it may have under any Receivable, any Supporting Obligation or Collateral Support, in each case, at its own expense, and in connection with such collections and exercise, such Grantor shall take such action as such Grantor may deem necessary or advisable. Notwithstanding the foregoing, the SECURED PARTY shall have the right at any time after the occurrence and during the continuance of an Event of Default to notify, or require any Grantor to notify, any Account Debtor of the SECURED PARTY's security interest in the Receivables and any Supporting Obligation and, in addition, at any time following the occurrence and during the continuation of an Event of Default, the SECURED PARTY may: (1) direct the Account Debtors under any Receivables to make payment of all amounts due or to become due to such Grantor thereunder directly to the SECURED PARTY; (2) notify, or require any Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Receivables have been directed to make



payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the SECURED PARTY; and (3) enforce, at the expense of such Grantor, collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If the SECURED PARTY notifies any Grantor that it has elected to collect the Receivables in accordance with the preceding sentence, any payments of Receivables received by such Grantor shall be forthwith (and in any event within two (2) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the SECURED PARTY if required, in a Collateral Account maintained under the sole dominion and control of the SECURED PARTY, and until so turned over, all amounts and Proceeds (including checks and other instruments) received by such Grantor in respect of the Receivables, any Supporting Obligation or Collateral Support shall be received in trust for the benefit of the SECURED PARTY hereunder and shall be segregated from other funds of such Grantor and such Grantor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon; and,

(vi) it shall use its commercially reasonable efforts to keep in full force and effect any material Supporting Obligation or Collateral Support relating to any Receivable.

 (c) Delivery and Control of Receivables. With respect to any Receivables that are evidenced by, or constitute, Chattel Paper or Instruments, unless otherwise agreed to by the SECURED PARTY, each Grantor shall cause each originally executed copy thereof to be delivered to the SECURED PARTY (or its agent or designee) appropriately indorsed to the SECURED PARTY or indorsed in blank: (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. With respect to any Receivables which would constitute "electronic chattel paper" under Article 9 of the UCC, unless otherwise agreed to by the SECURED PARTY, each Grantor shall take all steps necessary to give the SECURED PARTY control over such Receivables (within the meaning of Section 9-105 of the UCC): (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor's acquiring rights therein. Any Receivable not otherwise required to be delivered or subjected to the control of the SECURED PARTY in accordance with this subsection (c) shall be delivered or subjected to such control upon request of the SECURED PARTY.

## 5.5 Intellectual Property.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) Section 3 sets forth a true and complete list of (i) all Commonwealth, United States, state and foreign registrations of and applications for Patents, Trademarks and Copyrights owned by each Grantor and (ii) all Patent Licenses, Trademark Licenses, Trade Secret Licenses and Copyright Licenses material to the business of such Grantor;

(ii) except for such matters which are disclosed in Section 3 and which would not reasonably be expected to result in a Material Adverse Effect: it is the sole and exclusive owner of the entire right, title and interest in and to all Intellectual Property listed on Section 3 pursuant to Section 5.5(a)(i), and owns or has the valid right to use all other Intellectual Property used in or necessary to conduct its business, free and clear of all Liens, claims, encumbrances and licenses, except for Permitted Liens and non-exclusive licenses granted in the ordinary course;

(iii) except for matters which would not reasonably be expected to result in a Material Adverse Effect: (1) all Intellectual Property is subsisting and has not been adjudged invalid or unenforceable, in whole or in part; (2) all Intellectual Property that is material to such Grantor's business is valid and enforceable; (3) no holding, decision, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity of, such Grantor's right to register, or such Grantor's rights to own or use, any Intellectual Property that is material to such Grantor's business and no such action or proceeding is pending or, to the best of such Grantor's knowledge, threatened; (4) the conduct of each Grantor's business does not infringe upon, misappropriate, dilute or otherwise violate any Trademark, Patent, Copyright, Trade Secret or other Intellectual Property right owned or controlled by a third party; and (5) no claim has been made that the use of any Intellectual Property owned or used by Grantor (or any of its respective licensees) infringes, misappropriates, dilutes, or otherwise violates the asserted rights of any third party;

(iv) each Grantor has performed all acts and has paid all renewal, maintenance and other fees and taxes required to maintain each and every registration and application of Copyrights, Patents and Trademarks in full force and effect, in each case, to the extent such Copyright, Patent or Trademark is material to such Grantor's business;

(v) all registrations and applications for Copyrights, Patents and Trademarks are standing in the name of each Grantor, and none of the Trademarks, Patents, Copyrights or Trade Secrets has been licensed by any Grantor to any Affiliate or third party; except as disclosed in Schedule B (as each may be amended or supplemented from time to time);


(vi) each Grantor has been using appropriate statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, and appropriate notice of copyright in connection with the publication of Copyrights material to the business of such Grantor;


(vii) each Grantor uses adequate standards of quality in the manufacture, distribution and sale of all products sold and in the provision of all services rendered under or in connection with all Intellectual Property Collateral and has taken all action necessary to insure that all licensees applicable the the Intellectual Property Collateral owned by such Grantor use such adequate standards of quality;

(viii) to such Grantor's knowledge, no third party is infringing upon or otherwise violating any rights in any Intellectual Property owned or used by such Grantor and material to its business;

(ix) except for such matters which would not reasonably be expected to result in a Material Adverse Effect, no settlement or consents, covenants not to sue, nonassertion assurances or releases have been entered into by Grantor or to which Grantor is bound that adversely affect Grantor's rights to own or use any Intellectual Property that is material to such Grantor's business; and

(x) except as permitted hereunder, each Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or agreement of any Intellectual Property that has not been terminated or released. Except for filings to be terminated in connection with the repayment of Existing Indebtedness, there is no effective financing statement or other document or instrument now executed, or on file or recorded in any public office, granting a security interest in or otherwise encumbering any part of the Intellectual Property, other than in favor of the SECURED PARTY.

  
(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

  
(i) it shall not do any act or omit to do any act whereby any of the Intellectual Property which is material to the business of Grantor may lapse, or become abandoned, cancelled, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein;

(ii) it shall not, with respect to any Trademarks which are material to the business of any Grantor, cease the use of any of such Trademarks or fail to maintain the level of the quality of products sold and services rendered under any of such Trademark at a level at least substantially consistent with the quality of such products and services as of the date hereof, and each Grantor shall take all

steps necessary to insure that licensees of such Trademarks use such consistent standards of quality;

(iii) it shall promptly notify the SECURED PARTY if it knows or has reason to know that any item of the Intellectual Property that is material to the business of any Grantor may become (a) abandoned or dedicated to the public or placed in the public domain, (b) invalid or unenforceable, (c) subject to any adverse determination or development (including the institution of proceedings) in any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, any state registry, any foreign counterpart of the foregoing, or any court) or (d) the subject of any asserted reversion or termination rights;

(iv) it shall take all reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, any Commonwealth or state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration or issuance of each Trademark, Patent, and Copyright owned by any Grantor and material to its business which is now or shall become included in the Intellectual Property, including, but not limited to, those items on **SCHEDULE B** (as each may be amended or supplemented from time to time);

(v) in the event that any Intellectual Property that is material to any Grantor's business and owned by or exclusively licensed to any Grantor is infringed, misappropriated, diluted or otherwise violated by a third party, such Grantor shall promptly take all reasonable actions to stop such infringement, misappropriation, dilution or other violation and protect its rights in such Intellectual Property including, but not limited to, the initiation of a suit for injunctive relief and to recover damages;

(vi) it shall promptly (but in no event more than thirty (30) days after any Grantor obtains knowledge thereof) report to the SECURED PARTY (i) the filing of any application to register any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, Commonwealth, or any state registry or foreign counterpart of the foregoing (whether such application is filed by such Grantor or through any agent, employee, licensee, or designee thereof), (ii) the registration of any Intellectual Property by any such office, (iii) the acquisition of any Intellectual Property that is registered or applied for in any such office, and (iv) the filing of any "statement of use" or "amendment to allege use" with respect to any "intent to use" Trademark application owned by such Grantor, in each case by executing and delivering to the SECURED PARTY a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to **SCHEDULEs** thereto;

(vii) it shall, promptly upon the reasonable request of the SECURED PARTY, execute and deliver to the SECURED PARTY any document (including each Intellectual Property Security Agreement) required to acknowledge, confirm, register, record or perfect the SECURED PARTY's interest in any part of the Intellectual Property, whether now owned or hereafter acquired;

(viii) except with the prior consent of the SECURED PARTY or as permitted under the Loan Agreement, each Grantor shall not execute, and there will not be on file in any public office, any financing statement or other document or instruments, except financing statements or other documents or instruments filed or to be filed in favor of the SECURED PARTY and each Grantor shall not sell, assign, transfer, license, grant any option or create or suffer to exist any Lien upon or with respect to the Intellectual Property, except for the Lien created by and under this Agreement and the other Loan Documents and other Permitted Liens;

(ix) it shall hereafter use best efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or might in any way materially impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property material to such Grantor's business acquired under such contracts;

(x) it shall take all steps reasonably necessary to protect the secrecy of all Trade Secrets, including, without limitation, entering into confidentiality agreements with employees and consultants and labeling and restricting access to secret information and documents;

(xi) it shall use proper statutory notice, in all material respects, in connection with its use of any of the Intellectual Property; and

(xii) it shall continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of the Intellectual Property or any portion thereof. In connection with such collections, each Grantor may take (and, at the SECURED PARTY's reasonable direction, shall take) such action as such Grantor or the SECURED PARTY may deem reasonably necessary or advisable to enforce collection of such amounts. Notwithstanding the foregoing, the SECURED PARTY shall have the right at any time, to notify, or require any Grantor to notify, any obligors with respect to any such amounts of the existence of the security interest created hereby.

## 5.6 Material Contracts.

(a) In addition to any rights under the Section of this Agreement relating to Receivables, the SECURED PARTY may at any time after and during the continuance of an Event of Default notify, or require Grantor to so notify, the counterparty on any

Material Contract included in the Collateral of the security interest and/or Lien of the SECURED PARTY therein. In addition, after the occurrence and during the continuance of an Event of Default, the SECURED PARTY may upon written notice to the applicable Grantor, notify, or require Grantors to notify, the counterparty to make all payments under the Material Contracts included in the Collateral directly to the SECURED PARTY.

(b) Grantors shall deliver promptly to the SECURED PARTY a copy of each material demand or notice received by it relating in any way to any Material Contract included in the Collateral.

## 6. Covenants and Agreements of GRANTORS.

6.1 In addition to all covenants and agreements of GRANTORS set forth in the Loan Documents, which are incorporated herein by this reference, GRANTORS hereby agree:

a. Preservation of Collateral. To do all acts that may be necessary to maintain, preserve, and protect the Collateral; provided that, unless an Event of Default shall occur and be continuing, GRANTORS may, in the ordinary course of business, abandon or decline to prosecute or defend any Intellectual Property that is not material to their business.

b. Use of Collateral. Not to use or permit any Collateral to be used unlawfully or in violation of any provision of this Security Agreement, any other Loan Document with SECURED PARTY related hereto or any applicable statute, regulation, or ordinance or any policy of Insurance covering the Collateral.

c. Defense of Litigation. To appear in and defend any action or proceeding that may affect its title to or SECURED PARTY's security interest and/or Lien in the Collateral.

d. Possession of Collateral. Not to surrender or lose possession of (other than to SECURED PARTY), sell, encumber, lease, rent, or otherwise dispose of or transfer any Collateral or right or interest therein except as hereinafter provided, and to keep the Collateral free of all levies and security interests or other liens or charges except those approved in writing by SECURED PARTY; provided that, unless an Event of Default shall occur and be continuing, GRANTORS may, in the ordinary course of business, sell or lease any Collateral consisting of Inventory, or dispose of obsolete, worn-out or surplus Equipment.

e. Delivery of After-Acquired Collateral. To account fully for and promptly deliver to SECURED PARTY, in the form received, all Documents, Chattel Paper, Instruments, Investment Related Property, Pledged Equity Interests and agreements constituting Collateral hereunder and all Proceeds of the Collateral received, all endorsed to SECURED PARTY or in blank, as

requested by SECURED PARTY, and accompanied by such stock powers as appropriate and until so delivered all such documents, instruments, agreements, and proceeds shall be held by GRANTORS in trust for SECURED PARTY, separate from all other property of GRANTORS and identified as the property of SECURED PARTY.

f. **Payment of SECURED PARTY's Costs and Expenses.** To reimburse SECURED PARTY upon demand for any costs and expenses, including, without limitation, attorney fees and disbursements, SECURED PARTY may incur while exercising any right, power, or remedy provided by this Security Agreement, in the Loan Documents or by law, all of which costs and expenses are included in the Obligations.

g. **Notice of Changes.** To give SECURED PARTY thirty (30) days prior written notice of any change in GRANTORS' residence or chief place of business (or its place of residence if an individual), or legal name or trade name(s) or style(s) set forth in **SCHEDULE "A"** of this Security Agreement.


h. **Insurance.** To insure the Collateral, with SECURED PARTY named as loss payee, in form and amounts, with companies, and against risks and liabilities satisfactory to SECURED PARTY, and GRANTORS hereby agree to deliver the policies to SECURED PARTY at its request, and agree that after the occurrence and during the continuance of an Event of Default, SECURED PARTY may make any claim thereunder, cancel the Insurance on default by GRANTORS, collect and receive payment and indorse any instrument in payment of loss or return premium or other refund or return, and apply such amounts received, at SECURED PARTY's election, to replacement of Collateral or to the Obligations.


(i) **Covenants Regarding the Collateral.** Each Grantor hereby covenants and agrees that:

(i) except for the security interest and/or Lien created by this Agreement and/or by the Loan Documents, it shall not create or suffer to exist any Lien upon or with respect to any of the Collateral, except Permitted Exceptions and previous Liens granted to SECURED PARTY, and such Grantor shall defend the Collateral against all Persons at any time claiming any interest therein that such Grantor determines in its reasonable judgment is not material to its business;

(ii) it shall not produce, use or permit any Collateral to be used unlawfully, in any material respect, or in violation of any provision of this Agreement or any policy of Insurance covering the Collateral or in violation, in any material respect, of any applicable statute, regulation or ordinance;

(iii) without limiting any prohibitions or restrictions on mergers or other transactions set forth in the Loan Agreements and Loan Documents, it shall not change such Grantor's name, identity, corporate structure (e.g. by merger, consolidation, change in corporate form or otherwise), principal place of business or chief executive office (or its place of residence if an individual), type of organization or jurisdiction of organization or establish any Trade Names unless it shall have (a) notified the SECURED PARTY in writing at least ten (10) days prior to any such change or establishment, identifying such new proposed name, identity, corporate structure, principal place of business or chief executive office, jurisdiction of organization or trade name, and providing such other information in connection therewith as the SECURED PARTY may reasonably request, and (b) taken or cooperated with SECURED PARTY to enable SECURED PARTY to take all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the SECURED PARTY's security interest and/or Lien in the Collateral granted or intended to be granted and agreed to hereby and/or in the Loan Documents (other than Collateral with respect to which the security interest is not required to be perfected pursuant to the terms hereof), which in the case of any merger or other change in corporate structure shall include, without limitation, executing and delivering to the SECURED PARTY a completed Pledge Supplement together with all Supplements to **SCHEDULEs** thereto, upon completion of such merger or other change in corporate structure confirming the grant of the security interest and/or Lien hereunder or under the Loan Documents;

 (iv) if the SECURED PARTY gives value to enable Grantor to acquire rights in or the use of any Collateral, it shall use such value for such purposes and such Grantor further agrees that repayment of any Obligation shall apply on a "first-in, first-out" basis so that the portion of the value used to acquire rights in any Collateral shall be paid in the chronological order such Grantor acquired rights therein;

 (v) it shall pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral;


(vi) upon such Grantor's or any officer of such Grantor's obtaining knowledge thereof, it shall promptly notify the SECURED PARTY in writing of any event that may have a Material Adverse Effect on the value of the Collateral or any substantial portion thereof, the ability of any Grantor or the SECURED PARTY to dispose of the Collateral or any portion thereof, or the rights and remedies of the SECURED PARTY in relation thereto, including, without limitation, the levy of any legal process against the Collateral or any portion material thereof;



(vii) except to the extent permitted by the Loan Agreements and Loan Documents, it shall not take or permit any action which could be reasonably likely to materially impair the SECURED PARTY's rights in the Collateral;

(viii) in the event that it hereafter acquires any Collateral of a type included in this Agreement or in the Loan Documents, it shall promptly notify the SECURED PARTY in writing and take such actions and execute such documents and make such filings, all at Grantor's expense, as the SECURED PARTY may reasonably request in order to ensure that the SECURED PARTY has a valid, perfected, first priority security interest and/or Lien in such Collateral, subject in the case of priority only, to any Permitted Exceptions; and

(ix) it shall not sell, transfer or assign (by operation of law or otherwise) or exclusively license to another Person, any Collateral except as Permitted Sales.

 **6.2 Access; Right of Inspection.** Each Grantor will permit the SECURED PARTY to visit and any of the properties of any Grantor to inspect the Collateral, and to discuss its and their affairs, finances and accounts with its and their officers and independent public accountants, all upon reasonable prior notice and during normal business hours and as coordinated by the SECURED PARTY, which visits and inspections should be limited to no more than one per year for the SECURED PARTY so long as no Event of Default has occurred and is continuing. Each Grantor will keep proper books of record and accounts in which full, true and correct entries in conformity in all material respects with GAAP shall be made of all dealings and transactions in relation the Collateral, its business and activities.

 **6.3 Further Assurances.**

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, that it shall promptly execute and deliver all further Instruments and Documents, and take all further action, that may be necessary or reasonably desirable, or that the SECURED PARTY may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest and/or Lien granted or purported to be granted hereby, or to enable the SECURED PARTY to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor:

(i) hereby authorizes the filing of such financing or continuation statements, or amendments thereto, and agrees to execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary or reasonably desirable, or as the SECURED PARTY may

reasonably request, in order to effect, reflect, perfect and preserve the security interests and/or Lien granted or purported to be granted hereby;

(ii) shall take all actions necessary to ensure the recordation of appropriate evidence of the Liens and security interest granted hereunder in any Intellectual Property with any Intellectual Property Registry in which said Intellectual Property is registered or issued or in which an application for registration or issuance is pending, including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office;

(iii) at any reasonable time following the occurrence of and during the continuation of an Event of Default, upon request by the SECURED PARTY, shall assemble the Collateral and allow inspection of the Collateral by the SECURED PARTY, or persons designated by the SECURED PARTY; and

(iv) at the SECURED PARTY's reasonable request, shall appear in and defend any action or proceeding that may affect such Grantor's title to or the SECURED PARTY's security interest and/or Lien in all or any part of the Collateral.

(b) Each Grantor hereby authorizes the SECURED PARTY to file a Record or Records, including, without limitation, financing or continuation statements, and amendments and supplements to any of the foregoing, in any jurisdictions and with any filing offices as the SECURED PARTY may determine, in its reasonable discretion, are necessary or advisable to perfect or otherwise protect the security interest granted to the SECURED PARTY herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the SECURED PARTY may determine, in its reasonable discretion, is necessary, advisable or prudent to ensure the perfection of the security interest and/or Lien in the Collateral granted to the SECURED PARTY herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired, developed or created" or words of similar effect. Each Grantor shall furnish to the SECURED PARTY from time to time statements and **SCHEDULEs** further identifying and describing the Collateral and such other reports in connection with the Collateral as the SECURED PARTY may reasonably request, all in reasonable detail.

(c) Each Grantor hereby authorizes the SECURED PARTY to modify this Agreement after obtaining such Grantor's approval of or signature to such modification by amending Section 3 to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which any Grantor no longer has or claims any right, title or interest.

**6.4 (A) Power of Attorney.** Each Grantor, to the extent permitted by Applicable Law, hereby irrevocably appoints the SECURED PARTY (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the SECURED PARTY or otherwise, from time to time in the SECURED PARTY's discretion to take any action and to execute any instrument that the SECURED PARTY may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, the following:

(a) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust Insurance required to be maintained by such Grantor or paid to the SECURED PARTY pursuant to the Loan Agreements;

(b) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other Instruments, Documents and Chattel Paper in connection with clause (b) above;

(d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that the SECURED PARTY may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the SECURED PARTY with respect to any of the Collateral;

(e) to prepare and file any UCC financing statements against such Grantor as debtor;

(f) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes (other than taxes being contested in good faith) or Liens (other than Permitted Exceptions) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the SECURED PARTY in its reasonable discretion, any such payments made by the SECURED PARTYS to become Obligations of DEBTORS to the SECURED PARTY, due and payable immediately without demand; and

(g) (i) upon the occurrence and during the continuance of any Event of Default, generally to sell, transfer, lease, license, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the SECURED PARTY were the absolute owner thereof for all purposes and do all acts and things that the SECURED PARTY deems reasonably necessary to realize upon the

Collateral and the SECURED PARTY's security interest and/or Lien therein, and (ii) to do, at the SECURED PARTY's option and such Grantor's expense, at any time or from time to time, all acts and things that the SECURED PARTY reasonably necessary to protect, preserve or realize upon the Collateral and the SECURED PARTY's security interest and/or Lien therein in order to effect the intent of this Agreement and of the Loan Documents, all as fully and effectively as such Grantor might do.


**(B) No Duty on the Part of SECURED PARTY.** The powers conferred on the SECURED PARTY hereunder are solely to protect the interests of the SECURED PARTY in the Collateral and shall not impose any duty upon the SECURED PARTY to exercise any such powers; provided, however, that SECURED PARTY shall afford Collateral in its custody with the same degree of care as it affords similar property for its own account. The SECURED PARTY shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees, attorneys or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

**6.5 Additional Grantors.** From time to time subsequent to the date hereof, additional Persons that are Subsidiaries and/or Affiliate of GRANTORS may become parties hereto as additional Grantors (each, an "**Additional Grantor**"), by executing a similar Agreement. Upon delivery of any such counterpart agreement to the SECURED PARTY, notice of which is hereby waived by Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of the SECURED PARTY not to cause any Subsidiary or Affiliate of GRANTORS to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

**7. Amendment and/o Ratification of Prior Security Agreements. No Novation.** This Agreement amends the several Security Agreement and Stock Pledge and Security Agreements dated as of April 20, 2010 and/or December 27, 2012 by and between SECURED PARTY and the several GRANTORS. However, it is the intention of the parties hereto to grant and/or maintain, as the case may be, the existence, validity, enforceability and priority of every security interest and/or Lien over the Collateral, for the benefit of SECURED PARTY as security of the Obligations, under any Applicable Law whenever and wherever constituted and perfected. As such, the parties hereto agree and recognize that the existence, validity, enforceability and priority of every security interest and/or Lien over the Collateral shall be at all times duly constituted and perfected either as a ratification of a prior security interest and/or Lien, or as a grant and constitution of a new one. Grantors and Secured Party agree and recognize that this agreement does not constitute an extinctive novation (total or partial), or release of the Collateral, Obligations, duties, representations, warranties and

guarantees of Grantors and/or of Secured Party under the Loan Documents; All terms and conditions of the Loan Documents not modified by this agreement are hereby confirmed and ratified by the appearing parties. To the extent that there are any conflicts between the terms and conditions of this Agreement and those contained in the 2010 and 2012 Security Agreements, the terms, conditions and provisions contained herein (including, without limitation, any additional grants, changes to the collateral description and/or schedules) shall prevail and any such conflicting provisions shall be deemed to be superseded and replaced by the corresponding provisions in this Agreement.

**8. Default and Remedies.** (a) In the event of GRANTORS' non compliance with the terms and conditions of this Agreement or with those contained in any of the Loan Documents; or in the event GRANTORS fail to timely and fully pay any of the Obligations or comply with any of the responsibilities contained herein or in any Loan Documents when due; or in the event GRANTORS with or without prior notice, cease to or refrain or delay from performing their respective Obligations when due; or in the event of GRANTORS' insolvency, filing of a bankruptcy proceeding or cessation of business; or during an Event of Default as defined in any of the Loan Documents; all of DEBTORS' obligations and responsibilities, contingent or direct, with SECURED PARTY will immediately become due and payable without the need of any requirement or notice to which GRANTORS hereby expressly waive; and the SECURED PARTY, at its option may, separately or collectively, and in addition to all rights and remedies available to SECURED PARTY under the UCC, under any Loan Documents, at law, in equity, or otherwise, do any one or more of the following, to the extent not prohibited by applicable law:



(i) require any Grantor to, and each Grantor hereby agrees that it shall at its expense and promptly upon request of the SECURED PARTYS forthwith, assemble all or part of the Collateral as directed by the SECURED PARTY and make it available to the SECURED PARTY at a place to be designated by the SECURED PARTY that is reasonably convenient to both parties;



(ii) peaceably enter onto GRANTORS' properties where any Collateral is located and take possession thereof with or without judicial process;

(iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the SECURED PARTY deems appropriate; and

(iv) without notice except as specified below or under the UCC, sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of the SECURED PARTY's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the SECURED PARTY may deem commercially reasonable.

(b) Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent to the portion of the Collateral being privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and the SECURED PARTY shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the Obligations then due and owing as a credit on account of the purchase price for any Collateral payable by the SECURED PARTY at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The SECURED PARTY shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The SECURED PARTY may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that it would not be commercially unreasonable for the SECURED PARTY to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Each Grantor hereby waives any claims against the SECURED PARTY arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the SECURED PARTY accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Obligations, Grantors shall be liable for the deficiency and the fees of any attorneys employed by the SECURED PARTY to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the SECURED PARTY, that the SECURED PARTY has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of the SECURED PARTY hereunder.

(c) The SECURED PARTY may sell the Collateral without giving any warranties as to the Collateral. The SECURED PARTY may specifically disclaim or modify any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(d) The SECURED PARTY shall have no obligation to marshal any of the Collateral.

(c) **General Enforcement.** Foreclose or otherwise enforce SECURED PARTY's security interest in any manner permitted by law, or provided for in this Security Agreement.

(d) **Costs of Remedies.** Recover from DEBTORS all costs and expenses, including, without limitation, reasonable attorney fees, incurred or paid by SECURED PARTY in exercising any right, power, or remedy provided by this Security Agreement.

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**8.2 Application of Proceeds.** Except as expressly provided elsewhere in this Agreement or the other Loan Documents, all proceeds received by the SECURED PARTY in respect of any sale of, any collection from or other realization upon all or any part of the Collateral shall be applied in full or in part by the SECURED PARTY against, the Obligations then due and owing in the following order of priority: first, to the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to the SECURED PARTY and its agents and counsel, and all other expenses, liabilities and advances made or incurred by the SECURED PARTY in connection therewith, and all amounts for which the SECURED PARTY is entitled to indemnification hereunder and all advances made by the SECURED PARTY hereunder for the account of the applicable Grantor, and to the payment of all costs and expenses paid or incurred by the SECURED PARTY in connection with the exercise of any right or remedy hereunder or under the Loan Agreement, all in accordance with the terms hereof or thereof; second, to the extent of any excess of such proceeds, to the payment of all other Obligations then due and owing; and third, to the extent of any excess of such proceeds, to the payment to or upon the order of such Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

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**8.3 Sales on Credit.** If SECURED PARTY sells any of the Collateral upon credit, Grantor will be credited only with payments actually made by purchaser and received by the SECURED PARTY and applied to indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, SECURED PARTY may resell the Collateral and Grantor shall be credited with proceeds of the sale.

**8.4 Cash Proceeds.** In addition to the rights of the SECURED PARTY specified elsewhere herein and in the Loan Documents with respect to payments of Receivables, as after occurrence and during the continuance of an Event of Default, upon request by the SECURED PARTY, all proceeds of any Collateral received by any Grantor consisting of cash, checks and other near-cash items (collectively, "**Cash Proceeds**") shall be held by such Grantor in trust for the Secured Party, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, unless otherwise provided in this Agreement or any other Loan Document, be turned over to the Secured Party in the exact form received by such Grantor (duly indorsed by

such Grantor to the Secured Party, if required) and held by the Secured Party in a Collateral Account. Any Cash Proceeds received by the Secured Party (whether from a Grantor or otherwise): (i) if no Event of Default shall have occurred and be continuing, shall be held by Secured Party for its benefit, as collateral security for the Obligations (whether matured or unmatured), and (ii) if an Event of Default shall have occurred and be continuing, may, in the sole discretion of the Secured Party, (A) be held by the Secured Party for its benefit, as collateral security for the Obligations (whether matured or unmatured) and/or (B) then or at any time thereafter may be applied by the Secured Party against the Obligations then due and owing.

**8.5 Setoff.** GRANTORS agree that SECURED PARTY may exercise its rights of setoff with respect to the Obligations then due and owing in the same manner as if the Obligations were unsecured.

**8.6 Cumulative Rights.** The rights, powers, and remedies of SECURED PARTY under this Security Agreement shall be in addition to all rights, powers, and remedies given to SECURED PARTY by virtue of any statute or rule of law, the Loan Documents or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing SECURED PARTY's security interest and/or Lien in the Collateral.

**9. Miscellaneous.**

**9.1 Waiver.** Any waiver, forbearance or failure or delay by SECURED PARTY in exercising any right, power, or remedy shall not preclude the further exercise thereof, and every right, power, or remedy of SECURED PARTY shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by SECURED PARTY. GRANTORS waive any right to require SECURED PARTY to proceed against any person or to exhaust any Collateral or to pursue any remedy in SECURED PARTY's power. No failure or delay on the part of the SECURED PARTY in the exercise of any power, right or privilege hereunder or under any other Loan Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege.

**9.2 Binding Upon Successors.** SECURED PARTY is hereby enable to sell, transfer or transact any of the instruments that evidence any of DEBTORS' obligations with the SECURED PARTY, as well as transferring those that serve as Collateral of said Obligations. SECURED PARTY is in addition enabled to transfer, sell or assign all of its rights under this Security Agreement or under any Loan Documents. GRANTORS may not transfer or assign any of their rights or Obligations contained in the Loan Documents. All rights of SECURED PARTY under this Security Agreement shall inure to the benefit of its successors and assigns, and all obligations of GRANTORS shall bind their heirs, executors, administrators, successors, and assigns.



Without limiting the generality of the forgoing SECURED PARTY may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to SECURED PARTY herein or otherwise. Upon the payment in full of all Obligations (other than unmatured indemnification obligations).

**9.3 Entire Agreement; Severability.** This Security Agreement, together with the Loan Documents, contains the entire agreement between SECURED PARTY and GRANTORS. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. If any of the provisions of this Security Agreement shall be held invalid or unenforceable, this Security Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.

**9.4 References.** The singular includes the plural. If more than one executes this Security Agreement, the term GRANTORS shall be deemed to infer to each of the undersigned. GRANTORS as well as to all of them, and their obligations and agreements hereunder shall be joint and several. If any of the undersigned is a married person, recourse may be had against his or her separate property for the Obligations.

**9.5 Amendment.** This Security Agreement may not be amended or modified except by a writing signed by each of the parties hereto.

**9.6 Residence; Collateral Location Records.** GRANTORS represent that their residence or chief place of business are set forth below its signature hereto; and that, except as otherwise disclosed to SECURED PARTY in writing prior to the date hereof, the Collateral and GRANTORS' records concerning the Collateral are located at its chief place or its principal place of business, as applicable.


**9.7 Addresses for Notices.** All demands, notices, and other communications to GRANTORS or SECURED PARTY provided for hereunder shall be in writing, mailed or personally delivered, with acknowledgment of receipt or sent by telefacsimile, addressed or sent to it to the address, as the case may be, of GRANTORS or SECURED PARTY set forth beneath such party's signature below, or to such other address as shall be designated by a party in a written notice to the other party. All such demands, notices, and other communications shall, when mailed or sent by

telefacsimile, be effective when deposited in the mails, delivered or so sent, as the case may be, addressed as aforesaid.

**9.8 Execution in Counterparts.** This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

**9.9 Continuing Security Interest.** This Agreement shall create a continuing security interest and/or Lien in the Collateral and shall remain in full force and effect until the payment in full of all Obligations (other than unmatured indemnification obligations), . Upon any such termination the SECURED PARTY shall, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination. The SECURED PARTY shall, at the applicable Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as such Grantor shall reasonably request, in form and substance reasonably satisfactory to the SECURED PARTY, including financing statement amendments to evidence such release.

#### **SECTION 10. STANDARD OF CARE; SECURED PARTY MAY PERFORM.**

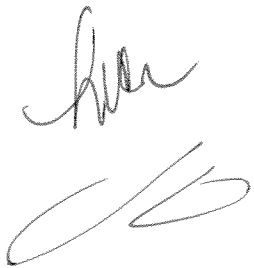
 The powers conferred on the SECURED PARTYS hereunder and/or under the Loan Documents are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the SECURED PARTY shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The SECURED PARTY shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the SECURED PARTY accords its own property. Neither the SECURED PARTY nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, the SECURED PARTY may itself perform, or cause performance of, such agreement, and the expenses of the SECURED PARTY incurred in connection therewith shall be payable by each Grantor.



**SECTION 11 WAIVER OF JURY TRIAL; CHOICE OF LAW.**

THE GRANTORS HEREBY AGREE THAT NEITHER GRANTORS, LENDER NOR ANY SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE THEREOF (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDINGS, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED OR ARISING OUT OF THIS AGREEMENT OR ANY INSTRUMENT EVIDENCING, SECURING OR RELATING TO THIS AGREEMENT, THE LOAN AGREEMENTS, THE LOAN DOCUMENTS, AND OTHER OBLIGATIONS EVIDENCED HEREBY, ANY RELATED AGREEMENT OR INSTRUMENT, THE COLLATERAL EVIDENCED HEREBY OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NONE OF THE PARTIES WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH AND THE OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN FULLY NEGOTIATED BY THE PARTIES AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER LENDER NOR THE ISSUER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OF THE PARTIES THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

Two handwritten signatures in cursive script, one above the other, located in the lower-left quadrant of the page.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in San Juan, Puerto Rico, this May 8th, 2014.

FIRSTBANK PUERTO RICO  
(SECURED PARTY)

By: [Signature]  
María Isabel Colón Rodríguez  
Authorized Representative

SECURE EDI HEALTH GROUP, LLC.  
INMEDIATA CORP.  
INMEDIATA HEALTH GROUP CORP.  
CLAIMS SOFTWARE DEVELOPMENT CORP.  
NET CLAIM SOLUTIONS, INC.  
(Grantors)

By: [Signature]  
Severiano Lopez Marero  
Authorized Signatory

[Signature]  
Severiano López Marrero  
(Grantor)

SECURE EDI HOLDINGS, LLC  
SECURE EDI HOLDINGS, INC.  
(Grantors)

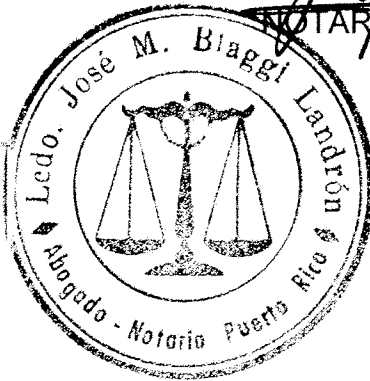
By: [Signature]  
Severiano Lopez Marero  
Authorized Signatory

Affidavit Number 13,261C

SUBSCRIBED before me this May 8th, 2014, in San Juan, Puerto Rico, by the representative of Secured Party of the above personal circumstances who is personally known to me, and by the representative of GRANTORS, of the above personal circumstances, whom I have identified as follows: personally known to me.

[Signature]  
NOTARY PUBLIC

RECIBO  
04662288  
CANCELADO  
Jose M. Biaggi  
Mayaguez 9397  
04/15/2014 \$5.00  
\$5 Sello Asistencia Legal  
53691-2014-0415-45586096



**EXHIBIT A**

**FORM OF PLEDGE SUPPLEMENT**

**PLEDGE SUPPLEMENT** dated \_\_\_\_\_, \_\_\_\_\_ (the "Pledge Supplement"), made by \_\_\_\_\_, a corporation organized and existing under the laws of the Commonwealth of Puerto Rico (the "Grantor"), in favor of \_\_\_\_\_ (the "Lender").

1. This Pledge Supplement is executed and delivered pursuant to the terms of the Security Agreement, Pledge and Assignment, dated as of \_\_\_\_\_, (as supplemented by this Pledge Supplement and as the same has been and may hereafter be supplemented by any other Pledge Supplement or otherwise amended or modified, the "Security Agreement"), between the Grantor and the Lender. Terms defined in the Security Agreement are used herein as therein defined.

2. The Grantor confirms and reaffirms the security interest and/or Lien in any other Collateral granted to the Lender under the Security Agreement, and as additional collateral security for the prompt and complete payment and performance when due of all of the Obligations, the Grantor hereby delivers to the Lender and hereby pledges, assigns, hypothecates, transfers and grants to the Lender, a first priority security interest and/or Lien in the additional Collateral listed on **SCHEDULE A** annexed hereto and all proceeds thereof and any collateral security securing the same.

3. The Grantor hereby represents and warrants that the representations and warranties set forth in Section 5 of the Security Agreement are true and correct as of the date of this Supplement, and acknowledges and agrees that all references in the Security Agreement to "Collateral" shall include the additional collateral listed on **SCHEDULE A** hereto and on **SCHEDULE A** to each Pledge Supplement executed prior to the date hereof and all references therein to "this Security Agreement" shall mean the Security Agreement as supplemented hereby. In addition, the Grantor represents and warrants that this Pledge Supplement has been duly executed and delivered by the Grantor and constitutes a legal, valid and binding obligation of the Grantor enforceable against the Grantor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting creditors' rights.

4. This Pledge Supplement is supplemental to the Security Agreement, forms a part thereof and is subject to all the terms thereof.

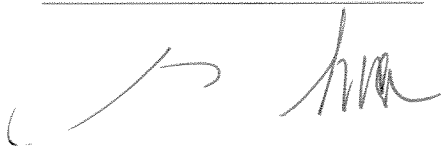
**IN WITNESS WHEREOF**, the Grantor has caused this Pledge Supplement to be duly executed and delivered by its duly authorized officer on the date first set forth above.

**GRANTOR:**

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

Affidavit No.: \_\_\_\_\_

Acknowledged and subscribed before me by the following person who is personally known to me, in San Juan, Puerto Rico, on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, of legal age, \_\_\_\_\_, executive and resident of \_\_\_\_\_, \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.



**SCHEDULE "A"**  
Grantors Information.

**A. SECURE EDI HOLDINGS, INC.**

1. Complete and Correct legal name: Secure EDI Holdings, Inc.
2. Organized in: Delaware
3. Official identification number: n/a
4. Executive Offices: c/o INMEDIATA Corporation, 200 South Tryon Street, Suite 875, Charlotte, NC 28202
5. Sole Place of Business: c/o INMEDIATA Corporation, 200 South Tryon Street, Suite 875, Charlotte, NC 28202
6. Trade or Fictitious name(s): n/a

**B. INMEDIATA CORP.**

1. Complete and Correct legal name: Inmediata Corp.
2. Organized in: Delaware
3. Official identification number: 126588
4. Executive Offices: 200 South Tryon Street, Suite 875, Charlotte, NC 28202
5. Sole Place of Business: 200 South Tryon Street, Suite 875, Charlotte, NC 28202
6. Trade or Fictitious name(s): Secure EDI

**C. SECURE EDI HEALTH GROUP, LLC**

1. Complete and Correct legal name: Secure EDI Health Group, LLC
2. Organized in: Delaware
3. Official identification number: n/a
4. Executive Offices: 200 South Tryon Street, Suite 1700, Charlotte, NC 28202
5. Sole Place of Business: 200 South Tryon Street, Suite 1700, Charlotte, NC 28202
6. Trade or Fictitious name(s): n/a

**D. CLAIMS SOFTWARE DEVELOPMENT CORP.**

1. Complete and Correct legal name: Claims Software Development Corp.
2. Organized in: Puerto Rico
3. Official identification number: 177521
4. Executive Offices: 636 San Patricio Avenue, San Juan, PR 00920
5. Sole Place of Business: 636 San Patricio Avenue, San Juan, PR 00920
6. Trade or Fictitious name(s): n/a

**E. NET CLAIM SOLUTIONS, INC.**

1. Complete and Correct legal name: Net Claim Solutions, Inc.
2. Organized in: Puerto Rico
3. Official identification number: 168629
4. Executive Offices: 636 San Patricio Avenue, San Juan, PR 00920
5. Sole Place of Business: 636 San Patricio Avenue, San Juan, PR 00920
6. Trade or Fictitious name(s): n/a



**SCHEDULE "A" Continued**  
Grantors Information.

**F. INMEDIATA HEALTH GROUP CORP.**

1. Complete and Correct legal name: Inmediata Health Group Corp.
2. Organized in: Puerto Rico
3. Official identification number: 130634
4. Executive Offices: 636 San Patricio Avenue, San Juan, PR 00920
5. Sole Place of Business: 636 San Patricio Avenue, San Juan, PR 00920
6. Trade or Fictitious name(s): n/a

**G. SECURE EDI HOLDINGS, LLC**

1. Complete and Correct legal name: Secure EDI Holdings, LLC
2. Organized in: Delaware
3. Official identification number: n/a
4. Executive Offices: 200 South Tryon Street, Suite 875, Charlotte, NC 28202
5. Principal Place of Business: 200 South Tryon Street, Suite 1700, Charlotte, NC 28202
6. Trade or Fictitious name(s): n/a

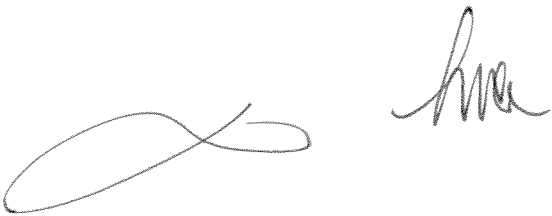
**H. Severiano López Marrero**

1. Name: Severiano Lopez Marrero
2. Residence Address: Paseo San Juan, Ave. Los Adoquines 631, San Juan, Puerto Rico 00926

Two handwritten signatures in black ink. The first signature is a large, stylized loop, and the second is a more compact, cursive signature.

**SCHEDULE A-1**  
Deposit Accounts

Inmediata Corporation – 6605000490  
Inmediata Health Group, Corp. – 6605000754  
Inmediata Health Group, Corp. - 6605000479  
Net Claims Solutions, Inc. – 6605000523  
Claim Software Development, Corp. – 6605000534  
Secure EDI Holdings, Inc.-6605000930  
Secure EDI Holdings LLC.-6605000941



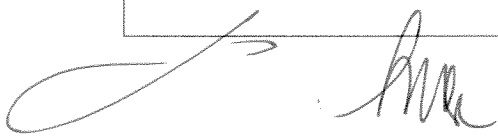


**SCHEDULE B**  
Intellectual Property **SCHEDULE**

Name	Description	Ownership	Type of IPR	Comments
<b>Inmediata</b>	Computer Software for Use in Processing, Tracking, Analyzing and Managing Electronic Transaction in the Health Care Field	INMEDIATA CORPORATION 636 Avenida San Patricio San Juan 00920 Puerto Rico	Trademark	Registration Number 3291433 USPTO
<b>IMCLAIM</b>	Computer e-commerce software to allow users to perform electronic business transactions via a global computer network .Application allows providers without a PMS system to send HIPAA compliant electronic claims to any payer.	INMEDIATA CORPORATION 636 Avenida San Patricio San Juan 00920 Puerto Rico	Copyright / Trademark	Registration Number 3025186 USPTO
<b>IMPLUG</b>	Computer e-commerce software to allow users to perform electronic business transactions via a global computer network . Application used to facilitate integration with other PMS vendor systems which are capable of generating either a HIPAA compliant X12 file or a proprietary or prior to HIPAA standard like NSF.	INMEDIATA CORPORATION 636 Avenida San Patricio San Juan 00920 Puerto Rico	Copyright / Trademark	Registration Number 3047495 USPTO
<b>INMEDIATA TRANSACTIONAL AND REPORTING ENGINE</b>	Products and services on an application service provider basis that enable connectivity by and between Providers of	Inmediata Corporation	Copyright	



	Healthcare Services and Payers of Healthcare Services, for the exchange, processing, tracking, reporting, analysis and management of electronic transactions which enables a platform for aggregation, integration and augmentation of healthcare claims/billing processes and related data.			
<b>SECURE CLAIM</b>	Application to submit claims electronically	Inmediata Corporation	Copyright	
<b>SECURE EDI LINK</b>	Application used to facilitate integration with other PMS vendor systems which are capable of generating either a HIPAA compliant X12 file or a proprietary or prior to HIPAA standard like NSF.	Inmediata Corporation	Copyright	
<b>SECURETRACK</b>	Co- or private-branded services	Inmediata Corporation	Copyright	
<b>IMADMIN</b>	Application for Internal Customer Service and Tech Support	Inmediata Corporation	Copyright	
<b>IM DASHBOARD</b>	application has been developed to assist payers in their reconciliation process of claims received through SEDI	Inmediata Corporation	Copyright	
<b><u>www.secureedi.com</u></b>	Corporate Website		Copyright	
<b><u>www.inmediata.com</u></b>	Corporate Website		Copyright	
<b>MEDONE</b>	Medical Billing Software	Inmediata Health Group		PR Department of State Filing #71030



	RCM Recaudos Module Transcriptions Module	and/or Claims Software Development Corp.		
<b>MEDICMAX</b>	Medical Billing Software	Inmediata Health Group	Copyright	PR Department of State Filing #71021
<b>DENTAL MAX</b>	Dental Billing Software	Inmediata Health Group and/or Claims Software Development Corp.	Copyright	PR Department of State Filing #71027
<b>INMEDIATA SERVICIO BASICO</b>	Web Services Product Brand and process electronic transactions in health related services.	Claims Software Development Corp.	PR Dept. State	PR Department of State Filing #71028A
<b>INMEDIATA SERVICIO EXTENDIDO</b>	Web Services Product Brand and process electronic transactions in health related services.	Claims Software Development Corp.	PR Dept. State	PR Department of State Filing #71029
<b>IMCLAIM PLUS</b>	Web Services Product Brand and process electronic transactions in health related services.	Claims Software Development Corp.	PR Dept. State	PR Department of State Filing #71025
<b>IMPLUG</b>	Billing Software and process electronic transactions in health related services.	Claims Software Development Corp.	PR Dept. State	PR Department of State Filing #71473
<b>INMEDIATA 360</b>	Marketing Brand and process electronic transactions in health related services.	Claims Software Development Corp.	PR Dept. State	PR Department of State Filing #71026
<b>RECETAINMEDIATA.COM</b>	Marketing Brand and process electronic transactions in health related services.	Claims Software Development Corp.	PR Dept. State	In process of Filing.
<b>CONVENCION ANUAL</b>	Marketing Brand and process electronic transactions in health related services.	Claims Software Development Corp.	PR Dept. State	PR Department of State Filing #71023
<b>INMEDIATA ES LA SOLUCION</b>	Marketing Brand/Slogan and process electronic	Inmediata Health Group Corp.	PR Dept. State	PR Department of State Filing #43435 and Registration

	transactions in health related services and/or financial settlement services.			#59252; PR Department of State Filing #43630 and Registration #59253; PR Department of State Filing #43631 and Registration #59254.
<b>EM SECURE</b>	Marketing Brand and process electronic transactions in health related services and/or financial settlement services.	Inmediata Corp.	PR Dept. State	
<b>IMHCH</b>	Marketing Brand and process electronic transactions in health related services and/or financial settlement services.	Inmediata Corp.	PR Dept. State	PR Department of State Filing #45144 and Registration #60800.
<b>IMMONITOR</b>	Marketing Brand and process electronic transactions in health related services and/or software related to internet applications for e-commerce.	Inmediata Corp.	PR Dept. State	PR Department of State Filing #45164 and Registration #60802.
<b>EL CLEARING HOUSE MAS POPULAR</b>	Marketing Brand and process electronic transactions in health related services and/or advertising related phrase and services.	Inmediata Corp.	PR Dept. State	PR Department of State Filing #45165 and Registration #60803.
<b>IMMESSENGER</b>	Marketing Brand and process electronic transactions in health related services and/or software related to internet applications for e-commerce.	Inmediata Corp.	PR Dept. State	PR Department of State Filing #45166 and Registration #60804.
<b>IMNEWS</b>	Marketing Brand and/or internet publication related to businesses and technology.	Inmediata Corp.	PR Dept. State	PR Department of State Filing #45210 and Registration #60897.
<b>IMCARD</b>	Marketing Brand and/or smart card services.	Inmediata Corp.	PR Dept. State	PR Department of State Filing #45216 and Registration

				#60805.
<b>SALUD INMEDIATA</b>	Marketing Brand for health IT bulletin	Inmediata Corp.	PR Dept. State	PR Department of State Filing #50407 and Registration #65998; PR Department of State Filing #50410 and Registration #66001.
<b>RECETAS PRESCRIPCION</b>	Marketing Brand		PR Dept. State	
<b>INMEDIATA.COM</b>	Inmediata Portal	Severiano Lopez Marrero	PR Dept. State	Dot registrar.



**SCHEDULE C**  
Pledged Equity Interests

(A) Pledged LLC Interests. The following Units are part of the Collateral and constitute 100% of all issued and outstanding membership interests of the LLC:

(i) Class A Units - Abingworth Bioventures V L.P. (5,435,637 Units) and Abingworth Bioventures V Co-Invest Growth Equity Fund L.P. (5,435,637 Units);

(ii) Class B Units – Secured EDI, LLC (474,075 Units); NegoRed, LLC (1,905,750 Units); and Severiano López Marrero (661,500 Units);

(iii) Class C Units - Severiano López Marrero (260,826 Units); Robert Strickland (869,537 Units); Joseph Michael González (61,834 Units); Guillermo Antonio Molina (43,284 Units); Janet Villanueva Torres(43,284 Units); Matthew T. Bernier (21,642 Units); Kenneth George Crenshaw (86,568 Units); Ivan E. Reyes Lopez (21,642 Units); John F. Marron (521,722 Units).

(B) Pledged Stock. The following shares are part of the Collateral and constitute 100% of all issued and outstanding shares of Secure EDI Holdings, Inc., a Delaware corporation:

(i) 100 shares of Common Stock, par value \$0.001 per share, to be held after the Reorganization by the LLC.

A handwritten signature in black ink, appearing to be a stylized name, possibly "John F. Marron", written in a cursive script.

**SCHEDULE D**  
Material Contracts

PUERTO RICO PAYERS	US PAYERS/TRADING PARTNERS
ACCOUNTNAME	ACCOUNTNAME
MEDICARE Y MUCHO MAS HEALTHCARE	Aetna Health Management, LLC
MEDICAL CARD SYSTEM INC.	Aetna Inc
HUMANA PR	American Medical & Life Insurance Company
INTERNATIONAL MEDICAL CARD	Ameritas Life Insurance Corp.
MEDICARE PART B PR	Anne Arundel County, Md.
AMERICAN HEALTH MEDICARE	Anthem Insurance Companies
PREFERRED MEDICARE CHOICE	Assurant Employee Benefits
MAPFRE LIFE COMERCIAL	Atlantic Dental, Inc.
MAPFRE MEDICARE EXCEL	Availity
FIRST PLUS	BeneMax, Inc.
	California Water Services Company
THERAPY NETWORK OF PR	Carefirst BlueCross BlueShield
APS HEALTHCARE PUERTO RICO INC.	Caresource
DELTA DENTAL PR	Citizen Security Life Insurance
PLAN DE SOCIOS AUXILIO MUTUO	Claimsnet.com, Inc.
PALICPR	DC37 Health & Security Plan
PLAN DE SALUD DEL HOSP. MENONITA	
DME JURISDICTION C	Delta Dental of California
CIGNA PR	Delta of Colorado
FHC OF PR	Dental Care Plus
	Dental Network of America
BC/BS OF US VIRGIN ISLANDS	Dental Select
PLAN DE BIENESTAR UTM-PRSSA	DentaQuest
Cosvi-Health for Life	DentaQuest of the Mid-Atlantic
	Dominion Dental Services
Emdeon Constellation Health	Doral Dental USA
	EDI-Health Group, Inc.
	Employee Benefit Management Corp
	Everence Services, LLC

	FIS
	Gateway EDI LLC
	Group Health Incorporated (GHI)
	Hanger
	HDM Corp
	Heavy & General Laborer's Welfare Fund
	HS1 Medical Management, Inc.
	Humana, Inc
	IHC Health Solutions
	Indiana ProHealth Network LLC
	Lake County Health Department
	Lincoln Financial Group
	Los Angeles Firemen's Relief Fund
	Mercury Data Exchange
	Muscogee Creek Nation Division of Health
	NBFSA LLC
	Ohio AFSCME Care Plan
	PacificSource Health Plans
	Pipefitters 597 Health & Welfare Fund
	Post -N- Track Corporation
	Premier Administrative Solutions
	SafeGuard Health Enterprises, Inc.
	SET, Incorporated
	Sheet Metal 91 Health & Welfare Fund
	Southwest Preferred Dental Organization
	Starmount Life Insurance
	Superior Dental Care
	Tesia - PCI Clearinghouse
	The Dental Network, Inc.
	TIC International Corporation
	UCCI
	UFCW of Cleveland
	Woodmen of the World

