

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405539

| | | | |
|---|---|--|--|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the receiving party's state of incorporation and the nature of conveyance previously recorded on Reel 004611 Frame 0377. Assignor(s) hereby confirms the Security Agreement. | | |
| RESUBMIT DOCUMENT ID: | 900382904 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SUNRx, LLC | | 07/26/2011 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SUNRx, Inc. | | |
| Street Address: | 3260 Tillman Drive | | |
| Internal Address: | Suite 75 | | |
| City: | Bensalem | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19020 | | |
| Entity Type: | Corporation: NEW JERSEY | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3469725 | SHINING LIGHT ON PRESCRIPTION BENEFITS | |
| Serial Number: | 78938113 | SUNRX | |
| Serial Number: | 77756020 | 340B. SIMPLIFIED. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6196967124 | | |
| <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> | | | |
| Phone: | 6196966700 | | |
| Email: | ipdocket@gordonrees.com | | |
| Correspondent Name: | Susan B. Meyer/Gordon & Rees LLP | | |
| Address Line 1: | 101 West Broadway, Suite 2000 | | |
| Address Line 4: | San Diego, CALIFORNIA 92101 | | |
| ATTORNEY DOCKET NUMBER: | BMIMP | | |
| NAME OF SUBMITTER: | Susan B. Meyer | | |
| SIGNATURE: | /Susan B. Meyer/ | | |

| | |
|---------------------|------------|
| DATE SIGNED: | 11/15/2016 |
|---------------------|------------|

Total Attachments: 15

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | LIEN | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SUNRx, LLC | | 07/26/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SUNRx, Inc. | | |
| Street Address: | 3260 Tillman Drive | | |
| Internal Address: | Suite 75 | | |
| City: | Bensalem | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19020 | | |
| Entity Type: | CORPORATION: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3469725 | SHINING LIGHT ON PRESCRIPTION BENEFITS | |
| Serial Number: | 78938113 | SUNRX | |
| Serial Number: | 77756020 | 340B. SIMPLIFIED. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (267)556-6275 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2158398204 | | |
| Email: | jreiss@sunrx.com | | |
| Correspondent Name: | Jared Reiss | | |
| Address Line 1: | 3260 Tillman Drive | | |
| Address Line 2: | Suite 75 | | |
| Address Line 4: | Bensalem, PENNSYLVANIA 19020 | | |
| NAME OF SUBMITTER: | Jared H. Reiss | | |

OP \$90.00 3469725

900200627

TRADEMARK
 REEL: 004611 FRAME: 0377
TRADEMARK
 REEL: 005916 FRAME: 0675

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| Signature: | /s/ |
| Date: | 08/25/2011 |
| Total Attachments: 13 source=Executed Parent Security#page2.tif source=Executed Parent Security#page3.tif source=Executed Parent Security#page4.tif source=Executed Parent Security#page5.tif source=Executed Parent Security#page6.tif source=Executed Parent Security#page7.tif source=Executed Parent Security#page8.tif source=Executed Parent Security#page9.tif source=Executed Parent Security#page10.tif source=Executed Parent Security#page11.tif source=Executed Parent Security#page12.tif source=Executed Parent Security#page13.tif source=Executed Parent Security#page14.tif | |

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement" or the "Security Agreement"), dated as of July 26, 2011 (the "Effective Date"), is made by and between SUNRx, LLC, a Delaware limited liability company ("Debtor"), and SUNRx, INC., a New Jersey corporation ("Secured Party"), all with reference to the following:

RECITALS

- A. WHEREAS, Debtor and Secured Party previous to the Note Date (as defined herein), anticipated entering into a business arrangement and written agreement, but for reasons outside the control of each of the parties, did not enter into such arrangement prior to the Note Date.
- B. WHEREAS, Accordingly, Debtor recognizes having received a loan of certain monies from Secured Party, and has executed and delivered that certain Secured Promissory Note as of December 31, 2010 (the "Note Date"), payable to Secured Party in the original principal amount of Four Million One Hundred Forty-One Thousand Three Hundred Dollars and Thirty-Three Cents (\$4,141,300.33) (the "2010 Note").
- C. WHEREAS, Debtor may receive additional loans from Secured Party pursuant to a series of Secured Convertible Promissory Notes (the "Convertible Notes" and together with the 2010 Note, the "Note").
- D. WHEREAS, to secure Debtor's obligations under the Note and Debtor's obligations under this Agreement, as of the Effective Date Debtor has agreed to grant Secured Party a security interest as provided below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following capitalized terms shall have the meanings ascribed thereto below. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Pennsylvania Uniform Commercial Code ("UCC") as in effect on the date hereof.

(a) "**Collateral**" means the property listed on the Description of Collateral attached hereto as Exhibit A, and all substitutions for, and additions, improvements, and accessions thereto, and the proceeds thereof, including proceeds acquired with cash proceeds.

(b) "**Event of Default**" means an event or condition described in Section 7 hereof.

(c) "**Obligations**" means any and all debts, obligations, and liabilities of Debtor to Secured Party arising out of, or relating in any way to the Note or any addendums thereto, including all future advances made thereunder, and any obligations of Debtor to Secured Party

pursuant to this Agreement, whether existing or arising after the date of this Agreement; whether voluntary or involuntary; whether jointly owned with others; whether direct or indirect; or whether absolute or contingent; and whether or not from time to time increased, decreased, extinguished, created, or incurred.

2. Creation of Security Interest. Debtor hereby grants to Secured Party a continuing security interest in the Collateral to secure payment of the Obligations, subject to the terms and conditions of that certain Intercreditor Agreement of even date herewith by and among Borrower, Lender, and MedImpact Healthcare Systems, Inc., a California corporation ("**MedImpact**") (the "**Intercreditor Agreement**").

3. Fixtures. If any of the Collateral consists of fixtures, the Collateral subject to this Agreement includes those fixtures. Debtor has provided Secured Party all information needed to make the fixture filings required to give Secured Party's security interest in that fixture Collateral priority over all third parties with an interest in the real property to which the fixtures are attached.

4. Debtor's Representations and Warranties. Debtor hereby represents and warrants to Secured Party as of the date hereof as follows:

(a) Good Standing. Debtor is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and has all requisite power and authority to carry on its business as now conducted and as proposed to be conducted. Debtor is duly qualified to transact business in each jurisdiction in which it conducts its business, except where failure to be so qualified would not have a material adverse effect on Debtor's financial condition, business, operations or property.

(b) Authority. Debtor has the full right, capacity, power, and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Debtor, and assuming due authorization, execution, and delivery by Secured Party, constitutes the valid and legally binding obligations of Debtor enforceable in accordance with its terms and conditions, except as may be limited (i) by applicable bankruptcy, insolvency, reorganization, or other laws of general application affecting creditors' rights generally or (ii) by general principles of equity.

(c) No Conflict. The execution, delivery and performance by Debtor of this Agreement and the consummation of the transactions contemplated hereby will not (i) violate any statute, ordinance, regulation, order, judgment or decree of any court or governmental agency or board; (ii) violate, conflict with, result in any breach of, or constitute a default (or an event that, with notice or lapse of time or both, would constitute a default) under any contract to which Debtor is a party or by which it is bound, or under its Certificate of Formation or Limited Liability Company Agreement; or (iii) result in the creation of a lien against the Collateral except that created by this Agreement.

(d) No Defenses. There are no defenses, counterclaims, or setoffs that may be asserted against Secured Party with respect to the Collateral or payment of the Obligations, except as otherwise provided herein or in the Note.

(e) Title. Debtor owns all right, title, and interest in the Collateral free and clear of all liens, encumbrances, and security interests, except the security interest created by this Agreement and the security interests in favor of MedImpact subject to the terms and conditions of the Intercreditor Agreement.

(f) First Priority Lien. The provisions of this Agreement are effective as of the Effective Date to create in favor of Secured Party a legal, valid, and enforceable security interest in all right, title, and interest in the Collateral in which a security interest can be created under Article 9 of the UCC, and when financing statements satisfying the requirements of Article 9 of the UCC have been filed in the offices of the relevant jurisdictions, they shall constitute a fully perfected first priority lien on, and security interest in, all right, title, and interest of Debtor in the Collateral (subject to the terms and conditions of the Intercreditor Agreement), to the extent that the security interest can be perfected by filing a financing statement under Article 9 of the UCC. Debtor does not own any property or have any interest in any property that will not be subject to a fully perfected first priority lien on, and security interest in, such property in favor of Secured Party if the provisions of this Agreement and the UCC are performed and complied with (subject to the terms and conditions of the Intercreditor Agreement).

(g) Full Disclosure. No representation, warranty or other statement of Debtor contained herein, when taken as a whole, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein not misleading.

(h) No Event of Default. No Event of Default exists or, to Debtor's knowledge, potentially exists.

(i) Litigation. There is no action, suit, proceeding or investigation pending or, to Debtor's knowledge, currently threatened against Debtor or its officers, directors, shareholders, employees, or consultants (i) that questions the validity of this Agreement or the Obligations, or the right of Debtor to enter into this Agreement or consummate the transactions contemplated hereby, or (ii) that might result, either individually or in the aggregate, in any material adverse changes in the assets, condition, affairs or prospects of Debtor, financially or otherwise, or any change in the current equity ownership of Debtor.

(j) U.S. Real Property Holding Corporation. Debtor has never been a "United States real property holding corporation," as defined in Section 897(c)(2) of the Internal Revenue Code of 1986, as amended, and Section 1.897-2(b) of the Treasury Regulations promulgated thereunder, and Debtor has filed with the Internal Revenue Service all statements, if any, with its United States income tax returns which are required under Section 1.897-2(h) of such Regulations.

5. Debtor's Covenants. Debtor hereby covenants, in each case subject to the terms and conditions of the Intercreditor Agreement:

(a) Pay Obligations. To pay the Obligations to Secured Party when they are due.

(b) Protection of Security Interest. To, at the request of Secured Party, execute and deliver to Secured Party all financing statements or other documents that Secured Party may reasonably request, in form satisfactory to Secured Party, to perfect and continue perfecting Secured Party's security interest in the Collateral. Debtor shall pay all expenses, including attorneys fees and expenses, related to the perfection and continuation of Secured Party's security interest in the Collateral.

(c) Transactions Involving Collateral. Not to, without the prior written consent of Secured Party, (i) sell, assign, or otherwise transfer the Collateral except in the ordinary course of business, or (ii) pledge, mortgage, encumber, or otherwise permit the Collateral to be subject to any lien, except existing liens, current tax liens, purchase money liens, and liens and security interests of MedImpact subject to the terms and conditions of the Intercreditor Agreement.

(d) Compliance With Laws. To comply with all laws, statutes, and regulations pertaining to the Collateral.

(e) Taxes, Assessments, and Liens. To pay when due all taxes, assessments, and liens with regard to the Collateral. Debtor may withhold any such payment or may elect to contest any lien if Debtor is conducting appropriate proceedings in good faith to contest the obligation to pay and so long as Secured Party's interest is not jeopardized.

(f) Maintain Insurance. To maintain such insurance policies as Secured Party and Debtor mutually deem reasonably necessary or desirable to continuously insure the Collateral against fire, theft, and other hazards designated at any time by Secured Party, in an amount not less than all sums secured hereby. Each such policy shall name Secured Party as an additional insured and loss payee.

(g) Movement of Collateral. Except in the ordinary course of business, not to move the Collateral from the current location without first obtaining Secured Party's agreement in writing.

(h) Indemnification. To indemnify, defend and hold Secured Party harmless against loss of any kind, including reasonable attorneys' fees, caused to Secured Party by reason of its interest in the Collateral.

(i) Notice of Litigation. To give Secured Party prompt notice of any litigation that may have a material adverse effect on Debtor's business or the Collateral.

(j) Certain Changes. Not to change the name or place of business, or to use a fictitious business name, without first notifying Secured Party in writing.

(k) Unlawful Use. Not to use the Collateral for any unlawful purpose or in any way that would void any effective insurance.

(l) Notice of Default or Material Adverse Effect. To promptly notify Secured Party in writing of any default, potential default, or any development that might have a material adverse effect on the Collateral.

(m) Conduct of Business. To conduct Debtor's business efficiently and without voluntary interruption.

(n) Preserve Rights of Businesses. To preserve all rights, privileges, and franchises held by Debtor's business.

(o) Inspection. To permit representatives of Secured Party to inspect Debtor's books and records and make copies at any reasonable time and arrange for the verification of receivables under reasonable procedures, acceptable to Secured Party, directly with the account debtors or otherwise at Debtor's expense.

(p) Financial Statements. To furnish Secured Party from time to time such financial statements and information as Secured Party may reasonably request, and inform Secured Party immediately on occurrence of a material adverse change in Debtor's financial condition.

(q) Aging Reports. To furnish Secured Party periodically, in such form and detail and at such times as Secured Party may require, statements showing aging and reconciliation of receivables and collections.

(r) No Reduction. Not to make or agree to make any reduction in the original amount owing on a receivable, or to accept less than the original amount in satisfaction of a receivable, except before default or potential default, when debtor may do so in the ordinary course of business and in accordance with its present policies.

(s) Delivery to Secured Party. Following an Event of Default and upon the request of Secured Party, to deliver to Secured Party (i) duplicate invoices for each account, bearing the language of assignment as Secured Party specifies; (ii) the originals of all instruments and documents constituting Collateral, endorsed and assigned as Secured Party requests; and (iii) proceeds (except cash proceeds collected in the ordinary course of business, unless Debtor is in default).

(t) Future Payments. Following an Event of Default and upon the request of Secured Party, Debtor shall notify all account debtors to make all future payments to Secured Party.

(u) Escrow Agreement. To enter into a software escrow agreement (the "Escrow Agreement") with an escrow agent, and on terms and conditions, mutually agreeable to Debtor, Secured Party, and MedImpact, substantially in the form attached hereto as Exhibit B. In addition to the obligations set forth in the Escrow Agreement, the parties hereby agree to be bound by the additional terms and conditions set forth in Exhibit C attached hereto.

6. Termination. This Agreement will continue in effect even though from time to time there may be no outstanding Obligations under this Agreement. The Agreement will terminate when: (i) Debtor completes performance of all Obligations, including without limitation the repayment of all indebtedness by Debtor to Secured Party; (ii) Secured Party has no commitment that could give rise to an Obligation; and (iii) Debtor has notified Secured Party in writing of the termination.

7. Events of Default. Any of the following events or conditions shall constitute an Event of Default by Debtor under this Agreement, which is not cured (if curable) within the cure periods set forth below:

(a) False Representation. Any representation or warranty of Debtor contained herein shall prove to have been false or misleading in a material respect when made.

(b) Payment Default. A default occurs in the payment of the Obligations in accordance with the terms thereof.

(c) Other Default. A default in any material respect occurs in the performance of any covenant or agreement contained in the Note or this Agreement on the part of Debtor other than pursuant to Sections 7(a) or 7(b) hereof and such default remains uncured for thirty (30) days after Secured Party giving Debtor written notice thereof.

(d) Levy. Any levy or proceeding against the Collateral or Debtor's interest in the Collateral which is not cured, removed, or otherwise discontinued within 60 days from the date such levy or proceeding went into effect, except if Debtor is conducting appropriate proceedings in good faith to contest the levy or proceeding.

(e) Damage. The Collateral is lost, stolen, or damaged such that its value is materially diminished.

(f) Dissolution. Debtor ceases operations, is dissolved, or terminates its existence.

(g) Insolvency.

(1) Voluntary. If Debtor shall (i) apply for or consent to the appointment of a receiver, trustee, custodian, or liquidator of it or any of its property, (ii) make a general assignment for the benefit of creditors, or (iii) file a voluntary petition in bankruptcy.

(2) Involuntary. If there shall be filed against Debtor under any bankruptcy, insolvency, reorganization, moratorium, or other law for the relief of or relating to debtors, and such involuntary petition shall not have been dismissed within sixty (60) days after it was filed.

8. Remedies. On the occurrence of an Event of Default, subject to the terms and conditions of the Intercreditor Agreement, Secured Party may:

(a) Acceleration. Declare the Obligations immediately due and payable without demand, presentment, protest, or notice to Debtor, all of which Debtor expressly waives.

(b) UCC Rights. Exercise all rights and remedies available to a secured creditor after default, including but not limited to the rights and remedies of secured creditors under the UCC.

(c) Collateral Available. Require Debtor to take any and all action reasonably necessary to make the Collateral available to Secured Party (subject to the terms and conditions of the Escrow Agreement).

9. Remedies Cumulative. All of Secured Party's rights and remedies, whether evidenced by this Agreement or otherwise, shall be cumulative and may be exercised singularly or concurrently. Election by Secured Party to pursue any remedy shall not exclude pursuit of any other remedy.

10. Inspection. Secured Party, either in person or by agent, shall have the right at all reasonable times and at reasonable intervals, upon reasonable prior written notice, to enter the premises where the Collateral is located and inspect the Collateral (subject to the terms and conditions of the Escrow Agreement).

11. Miscellaneous.

(a) Further Assurances. At any time after the date of this Agreement, upon the request of a party, the requested party agrees to execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances, and other documents or instruments to evidence and implement the transactions described in this Agreement at the reasonable request and expense of the requesting party.

(b) Power of Attorney. Debtor hereby appoints Secured Party as Debtor's attorney in fact for purposes of performing acts and signing and delivering any agreement, document, or instrument, on behalf of Debtor in accordance with this Agreement. Debtor immediately will reimburse Secured Party for all expenses so incurred by Secured Party, together with interest thereon at a rate per year equal to two percent (2%) in addition to the Prime Rate, and such amounts owed by Debtor to Secured Party shall, until paid in full, be deemed a Liability secured hereunder. This power of attorney is a power coupled with an interest and shall be irrevocable. The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty on it to exercise any such powers. Neither Secured Party nor any of its officers, directors, employees or agents shall be responsible to Debtor for any act or failure to act, except for Secured Party's own gross negligence or willful misconduct, or Secured Party's breach of contractual obligations.

(c) Survival. Except as otherwise provided herein, all of the terms, representations, warranties, covenants, and other provisions of this Agreement shall survive the date of this Agreement.

(d) Expenses. Except as otherwise provided herein, each party shall pay its own costs and expenses, including, without limitation, the fees and expenses of their respective legal counsel and financial advisers incidental to the execution of this Agreement and the consummation of the transactions contemplated hereby.

(e) Notice. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) five (5)

business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their facsimile number or address as set forth below, or to such facsimile number or address as subsequently modified by written notice given in accordance with this Section:

If to Debtor:

SUNRx, LLC
3260 Tillman Drive, Suite 75
Bensalem, PA 19020
Attention: Chief Executive Officer

If to Secured Party:

SUNRx, Inc.
3260 Tillman Drive, Suite 75
Bensalem, PA 19020
Attention: Chief Executive Officer

With a copy to:

MedImpact Healthcare Systems, Inc.
10181 Scripps Gateway Court
San Diego, CA 93131
Attn: Chief Financial Officer

(f) Entire Agreement. This Agreement, including any financing statements or other agreements, exhibits, and schedules entered into in connection with the transactions contemplated hereby, constitutes and embodies the entire understanding and agreement of the parties hereto relating to the subject matter hereof and supercedes all prior agreements or understandings of the parties hereto, whether written or oral.

(g) Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the party or parties to be bound thereby. No delay in the exercise of any right or remedy under this Agreement shall constitute a waiver thereof and the waiver by any party of any right or remedy under this Agreement on any one occasion shall not be deemed a waiver of such right or remedy on any subsequent occasion.

(h) Successors and Assigns; No Third Party Beneficiaries. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective heirs,

executors, administrators, legal representatives, successors, and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(i) Time of Essence. Time is of the essence with respect to this Agreement.

(j) Legal Representation. Debtor hereby represents and warrants that it has received, or has had the opportunity and adequate time to receive, independent tax and legal advice from counsel of its choice with respect to the advisability of entering into and performing its obligations under this Agreement. Each party hereto represents and warrants that such party has read and understands the terms and conditions of this Agreement.

(k) Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Unless the context clearly requires otherwise, (i) plural and singular numbers will each be considered to include the other; (ii) the masculine, feminine, and neuter genders will each be considered to include the others; (iii) "shall," "will," "must," "agree," and "covenants" are each mandatory; (iv) "may" is permissive; (v) "or" is not exclusive; (vi) "includes" and "including" are not limiting; and (vii) "knowledge" is limited to actual knowledge and does not include constructive knowledge or any information that might have been gained upon further investigation.

(l) Headings. The titles and subtitles used in this Agreement are used for convenience only and shall not be considered in construing or interpreting this Agreement.

(m) Governing Law, Venue. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania as applied to agreements among Pennsylvania residents entered into and to be performed entirely within Pennsylvania; provided, however, to the extent that the validity or perfection of the security interest created under, or the availability or scope of any remedies described herein, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the Commonwealth of Pennsylvania, the laws of such jurisdiction shall govern. The parties consent to the exclusive jurisdiction and venue of the state and federal courts in or having jurisdiction over Bucks County in the Commonwealth of Pennsylvania.

(n) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be or become prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(o) Attorneys' Fees. If any legal action or other proceeding, including arbitration or action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the

prevailing party shall be entitled to recover reasonable attorneys' fees and other costs, in addition to any other relief to which the party may be entitled. As used herein, "prevailing party" shall include without limitation: (i) the party who dismisses an action in exchange for sums allegedly due; (ii) the party who receives performance from the other party of an alleged breach of covenant or a desired remedy where that is substantially equal to the relief sought in an action; or (iii) the party determined to be the prevailing party by a court of law or arbitrator.

(p) Counterparts and Signature Pages. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

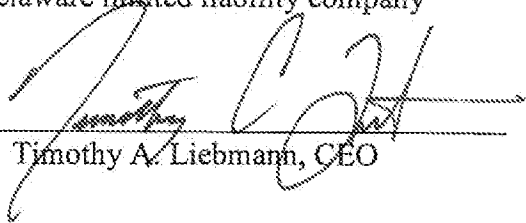
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IN WITNESS WHEREOF the parties have executed this Security Agreement as of the Effective Date.

DEBTOR:

SUNRx, LLC,
a Delaware limited liability company

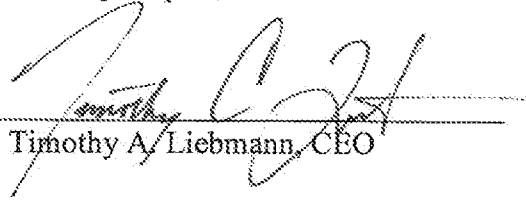
By: _____


Timothy A. Liebmann, CEO

SECURED PARTY:

SUNRx, Inc.,
a New Jersey corporation

By: _____


Timothy A. Liebmann, CEO

Exhibit

- A – Description of Collateral
- B – Form of Escrow Services Agreement
- C – Software Escrow Additional Terms and Conditions

EXHIBIT A

DESCRIPTION OF COLLATERAL

(a) All accounts, accounts receivable, contract rights, and general intangibles, including, without limitation, all forms of payment, all present and future incomes, rents, revenues, issues and profits, goodwill, registrations, applications to register, licenses and license rights, bailment or leasehold interests, whether as lessor or lessee, all cases in action and recoveries for any loss in value of the real estate of Debtor or items of property described in this Agreement, rights in and to security agreements and other contracts or assignments providing security to Debtor, book debts, credits, indemnities, warranties or guarantees payable to Debtor on loss or damage of property, ideas, inventions, designs, design registrations, trademarks, service marks, trade styles, trade names, know-how, powers, privileges, logos, franchise rights, payments in kind, advertising and promotional materials, trade secrets, patents, patent rights, copyrights, patent applications, tax refunds, customer lists, business and accounting records, including all ledger account cards, computer tapes and disks and other computer information, in all cases whether now owned or hereafter created or acquired by Debtor or in which Debtor may now have or may after the date of this Agreement acquire an interest. The general intangibles includes, without limitation, the following specific assets: the SUNRX, SHINING LIGHT ON PRESCRIPTION BENEFITS and 340B SIMPLIFIED marks (including all associated registrations or applications to register), the Virtual Inventory Health Center User Guide copyright (including the associated registration or application to register) the sunrx.com and 340bsimplified.com domain names, the Master Services Agreement (dated July 25, 2007) with Prime Technology Group, Inc., and the Virtual Inventory System. As used herein, the term "**Virtual Inventory System**" shall mean Debtor's proprietary virtual inventory system developed and maintained by Debtor that: (i) acts as the interface among eligible entities and contract pharmacies and Debtor for tracking inventory of covered drugs, patient eligibility, 340B program reporting, and other communications and information exchange necessary to enable the functionality of the 340B programs served by Debtor (as each of such terms are generally utilized by Debtor in the ordinary course of its business of providing pharmacy benefit administration services to participants in the "Section 340B program" as contemplated by the applicable regulations of the U.S. Health Resources and Services Administration); (ii) enables contract pharmacies to track covered drugs dispensed from the contract pharmacies' regular inventory; (iii) automatically converts such dispensed drugs to covered drugs; (iv) triggers replenishment of the dispensed covered drugs; and (v) otherwise supports the respective participants in the 340B Program(s) managed by Debtor.

(b) All inventory, including, without limitation, all goods held for sale or lease, finished goods, merchandise, parts and supplies, of every kind and description, whether now owned or acquired by Debtor after the date of this Agreement, or in which Debtor may now have or may after the date of this Agreement acquire an interest, including, without limitation, inventory temporarily out of Debtor's custody or possession and any returns or repossessions on any sales or accounts.

(c) All goods, including, without limitation, equipment, machinery, materials, furniture, furnishings, engines, appliances, tools, parts, supplies, and vehicles of every kind and description, whether now owned or acquired by Debtor after the date of this Agreement or

delivered to the real property of Debtor, or in which Debtor may now have or may after the date of this Agreement acquire an interest, and all additions, accessions, replacements, substitutions, and improvements to such goods and wherever located.

(d) All documents, documents of title, deposit accounts, negotiable and nonnegotiable instruments, shares, stocks, bonds, debentures, securities, moneys, sources of money, uncalled capital, letters of credit, investment property, and chattel paper whether now owned or acquired after the date of this Agreement by Debtor.

(e) Subject to the terms and conditions of the Intercreditor Agreement:

(1) All proceeds and products of any of the personal property described above, in any form, including, without limitation, proceeds of any insurance relating to such collateral or fire and builder's risk insurance and unrenewed insurance premiums; proceeds consisting of any of the above types of collateral; all awards made in eminent domain proceedings or purchased in lieu of such eminent domain proceedings; proceeds of any noncommercial tort cause of action in existence, now or after the date of this Agreement; and all replacements, substitutions, renewals, returns, additions, accessions, rents, royalties, issues, documents of ownership, and receipts for any of the foregoing.

(2) all judgments and other rights of recovery arising from or related to any and all of the preceding items identified above in paragraphs (a) through (c), inclusive.