

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET <b>PATENTS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Tab settings ⇒ ⇒ ⇒ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼			
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): <b>SourceOne Healthcare Technologies, Inc.</b>		2. Name and address of receiving party(ies) <b>Highbridge/Zwirn Special Opportunities Fund, L.P.</b>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Execution Date: April 27, 2004  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Street Address: 745 Fifth Avenue, 18 <sup>th</sup> Floor  City: New York State: NY Zip: 10151  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) B. Patent No.(s) 4,941,131 D314,078  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Santo Manna, Esq.  Internal Address: Schulte Roth & Zabel LLP  Street Address: 919 Third Avenue  City: New York State: N.Y Zip: 10022		6. Total number of applications and patents involved: <input type="checkbox"/> 7. Total fee (37 CFR 3.41) ..... \$ 80 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <b>Schulte Roth &amp; Zabel LLP</b> <b>Account No. 50-0675</b> (Attach duplicate copy of this page if paying by deposit account)	
<b>DO NOT USE THIS PAGE</b>			
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  <b>Santo Manna, Esq.</b> Name of Person Signing  Signature  Date: <b>April 28, 2004</b>  Total number of pages including cover sheet, attachments, and documents: <b>15</b>			

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$80.00 500675 4941131

## **PATENT SECURITY AGREEMENT**

This **PATENT SECURITY AGREEMENT** (this "Agreement"), dated as of April 27, 2004, is made by **SOURCEONE HEALTHCARE TECHNOLOGIES, INC.**, a Florida corporation ("Borrower"), in favor of **HIGHBRIDGE/ZWIRN SPECIAL OPPORTUNITIES FUND, L.P.**, a Delaware limited partnership, as agent for the below-referenced Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent"), with reference to the following:

**WHEREAS**, Borrower, the below-referenced Lenders therein (Agent together with such Lenders, individually and collectively, the "Lender Group"), and Agent have entered into the Loan and Security Agreement, dated as of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to Borrower, and pursuant to which Borrower has granted to Agent for the benefit of the Lender Group security interests in (among other things) all general intangibles of Borrower.

**WHEREAS**, in order to induce the Lender Group to extend financial accommodations to Borrower pursuant to the Loan Documents, and as one of the conditions precedent to the obligations of the Lenders under the Loan Agreement, Borrower has agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the patents and other general intangibles described herein.

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Borrower hereby agrees in favor of Agent, for the benefit of the Lender Group, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement. As used in this Agreement, the following terms shall have the following meanings:

"Agent" shall have the meaning ascribed to such term in the preamble to this Agreement.

"Agreement" shall have the meaning ascribed to such term in the preamble to this Agreement.

"Borrower" shall have the meaning ascribed to such term in the preamble to this Agreement.

"Lender Group" shall have the meaning ascribed to such term in the recitals to this Agreement.

"Lenders" means, individually and collectively, each of the lenders identified on the signature pages of the Loan Agreement, and any other person made a party thereto in accordance with the provisions of Section 14.1 thereof (together with their respective successors and assigns).

"Loan Agreement" shall have the meaning ascribed to such term in the recitals to this Agreement.

"Patent Collateral" shall have the meaning ascribed to such term in Section 2.

"Patents" shall have the meaning ascribed to such term in Section 2.

"Proceeds" shall mean whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Patent Collateral, including "proceeds" as defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Borrower, from time to time in respect of any of the Patent Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Borrower from time to time with respect to any of the Patent Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Patent Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Patent Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Patent Collateral by any Person.

"PTO" shall mean the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" shall mean, with respect to Borrower, all liabilities, obligations, or undertakings owing by Borrower to the Lender Group of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, this Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, fees (including attorneys fees), and expenses (including interest, costs, fees, and expenses that, but for the provisions of the Bankruptcy Code, would have

accrued) and any and all other amounts which Borrower is required to pay pursuant to any of the foregoing, by law, or otherwise.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

"United States" and "U.S." shall each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Loan Agreement that cannot

be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Borrower and supplemental rights and remedies in favor of Agent for the benefit of the Lender Group (whether under New York law or applicable federal law), in each case in respect of the Patent Collateral, shall not be deemed a conflict with the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security Interests. As security for the prompt payment and performance of the Secured Obligations, Borrower hereby grants, assigns, transfers, and conveys to Agent, for the benefit of the Lender Group, continuing security interests in all of Borrower's right, title and interest in, to and under the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Patent Collateral"):

(i) all letters patent of the U.S. or any other country, all registrations and recordings thereof, and all applications for letters patent of the U.S. or any other country, owned, held, or used by Borrower in whole or in part, including all existing U.S. patents and patent applications of Borrower which are described on Schedule A hereto, as the same may be amended or supplemented pursuant hereto from time to time, and together with and including all patent licenses held by Borrower, including such patent licenses which are described on Schedule A hereto, together with all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the inventions disclosed therein, and all rights corresponding thereto throughout the world, including the right to make, use, lease, sell and otherwise transfer the inventions disclosed therein, and all proceeds thereof, including all license royalties and proceeds of infringement suits (collectively, the "Patents");

(ii) all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of any of the Patents and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles (as defined in the UCC) and all intangible intellectual or other similar property of Borrower of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Patents and not otherwise described above; and

(iv) all products and Proceeds of any and all of the foregoing.

(b) Continuing Security Interests. Borrower agrees that this Agreement shall create continuing security interests in the Patent Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Patent Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Licenses. Borrower may grant licenses of the Patent Collateral in accordance with the terms of the Loan Agreement.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Borrower at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance satisfactory to Agent, and take any and all action, which Agent, in the exercise of its discretion, may request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Agent's security interests in the Patent Collateral and to accomplish the purposes of this Agreement. If Borrower refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right to, in the name of Borrower, or in the name of Agent or otherwise, without notice to or assent by Borrower, and Borrower hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as Borrower's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Borrower on all or any of such documents or instruments, and perform all other acts, that Agent, in its discretion, deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Agent's security interests in, the Patent Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Borrower, which Agent, in its discretion, may deem necessary or advisable (I) to accomplish the purposes of this Agreement and (II) after the occurrence and during the continuance of any Event of Default, to maintain, preserve and protect the Patent Collateral, including (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Patent Collateral, (B) to assert or retain any rights under any license agreement for any of the Patent Collateral, including any rights of Borrower arising under Section 365(n) of the Bankruptcy Code, and (C) to execute any and all applications, documents, papers and instruments for Agent to use the Patent Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Patent Collateral, and to assign, convey or otherwise transfer title in or dispose of the Patent Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties. Borrower represents and warrants to each member of the Lender Group, in each case, to the best of its knowledge, information, and belief, as follows:

(a) No Other Patents. A true and correct list of all material Patents owned, held (whether pursuant to a license or otherwise) or used by Borrower, in whole or in part, is set forth on Schedule A.

(b) Validity. Each of the Patents listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, all maintenance fees required to be paid on account of any Patents have been timely paid for maintaining such Patents in force, and, to the best of Borrower's knowledge, each of the Patents is valid and enforceable.

(c) Title. (i) Borrower has rights in and good and defensible title to the existing owned Patent Collateral, (ii) Borrower is the sole and exclusive owner of the owned Patent Collateral, free and clear of any Liens and rights of others (other than (A) Liens in favor of Agent for the benefit of the Lender Group and (B) Permitted Liens), including licenses, shop rights and covenants by Borrower not to sue third persons and (iii) with respect to any material Patent for which Borrower is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Patent, each such license or licensing agreement is in full force and effect, Borrower is not in default of any of its obligations thereunder and no other Person is known by Borrower to have any rights in or to any of the Patent Collateral, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Borrower or any such licensor regarding such Patent Collateral, the parties to any other such non-exclusive licenses or license agreements entered into by Borrower or any such licensor with any other Person.

(d) No Infringement. To the best of Borrower's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Patent Collateral by any Person, and (ii) the past, present and contemplated future use of the Patent Collateral by Borrower has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give such Person the right to terminate any such license agreement.

(e) Powers. Borrower has the unqualified right, power and authority to pledge and to grant to Agent, for the benefit of the Lender Group, security interests in all of the right, title and interest of Borrower in and to the Patent Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. Borrower covenants that so long as this Agreement shall be in effect, Borrower shall:

(a) comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents;

(b) promptly give Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Patents or the Patent Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Patents for which Borrower is a licensee;

(c) on a continuing basis, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, including appropriate financing and continuation statements and security agreements, and take all such action as may be necessary or advisable or may be requested by Agent, in the exercise of its Permitted Discretion, to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interests granted or purported to be granted hereby, to ensure Borrower's compliance with this Agreement or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to the Patent Collateral. Without limiting the generality of the foregoing sentence, Borrower:

(i) hereby authorizes Agent in its sole discretion if Borrower refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent, to modify this Agreement without first obtaining Borrower's approval of or signature to such modification by amending Schedule A hereof to include a reference to any right, title or interest in any existing Patent Collateral or Patent Collateral acquired or developed by Borrower after the execution hereof, or to delete any reference to any right, title or interest in any Patent Collateral in which Borrower no longer has or claims any right, title or interest; and

(ii) hereby authorizes Agent, in its sole discretion, to file one or more financing or continuation statements, or if Borrower refuses to execute and deliver, or fails timely to execute and deliver, any such amendment thereto it is requested to execute and deliver by Agent, any amendments thereto, relative to all or any portion of the Patent Collateral, without the signature of Borrower where permitted by law;

(d) comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Patent Collateral and give such notice of patent, prosecute such material claims, and do all other acts and take all other measures which, in Borrower's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain the Patent Collateral and all of Borrower's rights therein, including the diligent prosecution of any material patent application pending as of the date of this Agreement or thereafter;

(e) comply with each of the terms and provisions of this Agreement, and not enter into any agreement (for example, a license agreement) which is



inconsistent with the obligations of Borrower under this Agreement without Agent's prior written consent; and

(f) not permit the inclusion in any contract to which Borrower becomes a party of any provision that could or might impair or prevent the creation of a security interest in favor of Agent in Borrower's rights and interest in any property included within the definition of Patent Collateral acquired under such contracts.

6. Future Rights. If and when Borrower shall obtain rights to any new patentable inventions, or become entitled to the benefit of any Patent, or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or Patent Collateral or any improvement thereof (whether pursuant to any license or otherwise), the provisions of this Agreement shall automatically apply thereto and Borrower shall give to Agent prompt notice thereof. Borrower shall do all things deemed necessary or advisable by Agent, in its discretion, to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Patent Collateral. Borrower hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Borrower's behalf and as its attorney-in-fact to include any future patents which are or become Patent Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

8. Remedies. Upon the occurrence and during the continuance of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Patent Collateral or any other Collateral. Borrower agrees that such rights and remedies include the right of Agent as a Agent to sell or otherwise dispose of its Collateral after default, pursuant to the UCC. Borrower agrees that Agent shall at all times have such non-exclusive, royalty free licenses, to the extent permitted by law, for any Patent Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon the occurrence and during the continuation of an Event of Default with respect to (among other things) any tangible asset of Borrower in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by Borrower (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in its discretion, deems necessary or advisable, in the name of Borrower or Agent, to enforce or protect any of the Patent Collateral, in which event Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent in aid of such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Patent Collateral, upon the occurrence and during the continuation of an Event of Default, Borrower, in the exercise of its reasonable business

judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violations thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower and Agent and their respective successors and assigns.

10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Patent Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

12. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Agent may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

15. Loan Agreement. Borrower acknowledges that the rights and remedies of Agent with respect to the security interests in the Patent Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

16. No Inconsistent Requirements. Borrower acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

17. Termination. Upon the indefeasible payment in full in cash of the Secured Obligations, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate and Agent shall, without recourse, representation or warranty, execute and deliver such documents and instruments and take such further action reasonably requested by Borrower and at Borrower's expense as shall be necessary to evidence termination of the security interests granted by Borrower to Agent for the benefit of the Lender Group hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

18. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, neither Agent nor any other member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Borrower or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent or any other member of the Lender Group hereunder or in connection herewith, neither Agent nor any other member of the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Patent Collateral.

[Signature page follows]

22/04 '04 18:32 FAX 00150605531

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

SOURCEONE HEALTHCARE  
TECHNOLOGIES, INC.,  
a Florida corporation

By: 

Name: Eva M. Kalawski

Title: Vice President and Secretary

HIGHBRIDGE/ZWIRN SPECIAL  
OPPORTUNITIES FUND, L.P.,  
a Delaware limited partnership, as Agent

By: Highbridge/Zwirn Partners, LLC,  
its General Partner

By: Zwirn Holdings, LLC,  
its Managing Member

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

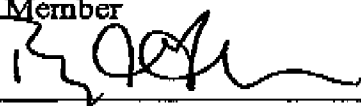
**SOURCEONE HEALTHCARE  
TECHNOLOGIES, INC.,**  
a Florida corporation

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

**HIGHBRIDGE/ZWIRN SPECIAL  
OPPORTUNITIES FUND, L.P.,**  
a Delaware limited partnership, as Agent

By: Highbridge/Zwirn Partners, LLC,  
its General Partner

By: Zwirn Holdings, LLC,  
its Managing Member

By:  \_\_\_\_\_  
Name:  
Title: Perry A. Gruss  
Chief Financial Officer

**SCHEDULE A****United States Patents  
and Patent Applications**

<u>Patent Number</u>	<u>Patent Name</u>	<u>Status</u>	<u>Country</u>
4,941,131	Flush for Fluid Mixing and Dispensing System	Issued	U.S.A.
D314,078	Disposable Cape for Use in Mammographic Examination	Issued	U.S.A.

(THU) 4. 29' 04 17:17/ST. 17:12/NO. 4261743911 P 16

**nt Licenses**

**A-2**

**RECORDED: 04/29/2004**

**PATENT  
REEL: 014580 FRAME: 0396**