

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Info Logix Inc.	03/16/2006
OPT Acquisition LLC	03/16/2006
Embedded Technologies, LLC	03/16/2006

RECEIVING PARTY DATA

Name:	Sovereign Bank
Street Address:	1500 Market Street
Internal Address:	Centre Square West, 25th Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19102

PROPERTY NUMBERS Total: 16

Property Type	Number
Application Number:	29083694
Application Number:	07844117
Application Number:	08192636
Application Number:	08969431
Application Number:	09048725
Application Number:	08166222
Application Number:	08330134
Application Number:	08600669
Application Number:	09138797
Application Number:	09099700
Application Number:	08759846
Application Number:	09104962

PATENT

500086694

REEL: 017341 FRAME: 0529

OP \$640.00 29083694

Application Number:	08853730
Application Number:	08919527
Application Number:	09348892
Application Number:	09187800

CORRESPONDENCE DATA

Fax Number: (215)405-2574

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-977-2574

Email: ssplaver@wolfblock.com

Correspondent Name: Stacy L. Splaver

Address Line 1: 1650 Arch Street

Address Line 2: 22nd Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	SOV027-233782
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NAME OF SUBMITTER:	Stacy L. Splaver
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Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Security Agreement**") is made effective as of the 16th day of March, 2006 by and between **INFO LOGIX INC**, a Delaware corporation, **OPT ACQUISITION LLC**, a Pennsylvania limited liability company and **EMBEDDED TECHNOLOGIES, LLC**, a Delaware limited liability company (jointly, severally and collectively "**Assignors**" and each an "**Assignor**"), and **SOVEREIGN BANK** ("**Bank**").

BACKGROUND

A. In accordance with the terms of that certain Loan and Security Agreement of even date herewith by and among Assignors and Bank (as the same may be amended, modified, supplemented, extended and/or renewed, the "**Loan Agreement**"), Bank agreed to extend to Assignors the following facilities: (i) a revolving line of credit in the maximum principal amount of Eight Million Dollars (\$8,000,000.00); and (ii) a term loan in the original principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00).

B. The Loan Agreement provides, *inter alia*, that Assignors will grant to Bank a security interest in all of each Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications, tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interest.**

(a) **Security Interest in Patents, Copyrights and Licenses.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, each Assignor hereby collaterally assigns, mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in **Section 2(b)** below, the "**Collateral**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Exhibit "A"**, attached hereto and made a part hereof, and (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof,

(C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(ii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by such Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "B" attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (C) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(iii) license agreements with any other party, whether such Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "C" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by such Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

(b) **Security Interest in Trademarks.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, each Assignor hereby mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on Exhibit "D", attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. **Restrictions on Future Agreements.** Each Assignor agrees that until all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, no

Assignor will, without Bank's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with such Assignor's obligations under this Security Agreement or the Loan Agreement, and each Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Bank under this Security Agreement.

4. **New Patents, Trademarks, and Licenses.** Each Assignor represents and warrants that the Patents, Copyrights, Licenses and Trademarks listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, copyrights, licenses, trademarks and applications now owned by such Assignor. If, before all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, any Assignor shall (a) obtain rights to any new patentable inventions, trademarks, servicemarks, trademark registrations, tradenames, copyrights or licenses, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and such Assignor shall give to Bank prompt written notice thereof. Each Assignor hereby authorizes Bank to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, trademark applications, tradenames, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under **Section 2** above or under this **Paragraph 4**. Each Assignor hereby agrees to provide to Bank such assignment or other documentation as Bank may request to record Bank's lien on such future Patents, Copyrights, Licenses or Trademarks.

5. **Royalties; Term.** Each Assignor hereby agrees that the use by Bank of all Patents, Copyrights, Licenses and Trademarks as described herein shall be worldwide and without any liability for royalties or other related charges from Bank to such Assignor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on which all Bank Indebtedness has been paid in full and the Loan Agreement is terminated.

6. **Bank's Right to Inspect.** Bank shall have the right, at any time and from time to time, to inspect each Assignor's premises and to examine each Assignor's books, records and operations, including, without limitation, each Assignor's quality control processes. Each Assignor agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Assignor under the Trademarks. Each Assignor agrees (a) not to sell or assign its interest in, or grant any license under, the Patents, Copyrights, Licenses or Trademarks, without the prior written consent of Bank; (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (c) not to adversely change the quality of said products without Bank's express written consent; and (d) to provide Bank, upon request, with a certificate of an officer of such Assignor certifying such Assignor's compliance with the foregoing.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Bank Indebtedness and termination of the Loan Agreement, Bank shall execute and deliver to Assignors a termination of Bank's security interest granted herein and all deeds,

assignments and other instruments as may be necessary or proper to re-vest in Assignors full title to the Patents, Copyrights, Licenses and Trademarks, subject to any disposition thereof which may have been made by Bank pursuant hereto.

8. **Duties of Assignors.** Each Assignor shall have the duty (a) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Bank Indebtedness shall have been paid in full and the Loan Agreement is terminated, (b) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignors. No Assignor will abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the prior consent of the Bank.

9. **Event of Default.** Upon the occurrence of an Event of Default, Bank may, without further notice to or consent of Assignors, and in addition to all other rights and remedies available to Bank, immediately record all assignments previously executed and delivered to Bank by any Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Bank by Assignors of all rights, title and interest of each Assignor, in and to the Collateral. Each Assignor hereby authorizes and agrees that Bank may, through the power of attorney granted in **Section 14** hereof, upon the occurrence of an Event of Default irrevocably execute and deliver in such Assignor's name any and all such assignments and agreements and to take any and all other actions in such Assignor's name as Bank shall deem reasonable or appropriate to transfer and convey all right, title and interest of such Assignor in and to the Collateral to Bank or any other person or entity selected by Bank.

10. **Bank's Right to Sue.** Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Bank shall commence any such suit, Assignors shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between any Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Bank's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Assignor hereby authorizes Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as such Assignor's true and lawful attorney-in-fact, with power to (a) endorse such Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to protect, evidence or perfect its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) upon the occurrence of an Event of Default, endorse such Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (c) upon the occurrence of an Event of Default, take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Bank reasonably deems in the best interest of the Bank, (d) upon the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Bank, and/or (e) upon the occurrence of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Bank. Bank may also act under such power of attorney to take the actions referenced in **Section 4**. Bank hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Bank Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Each Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon each Assignor and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns.

16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ASSIGNORS:

INFO LOGIX INC.

By: _____

David Gulian, President

OPT ACQUISITION LLC

By: _____

David Gulian, President

EMBEDDED TECHNOLOGIES, LLC

By: INFO LOGIX INC., its sole Member

By: _____

David Gulian, President

BANK:

SOVEREIGN BANK

By: _____

Steven Fahringer, Vice President

COMMONWEALTH OF PENNSYLVANIA


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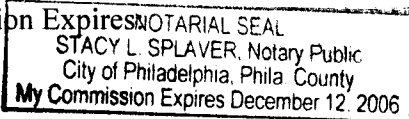
COUNTY OF

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On this 16 day of March, 2006, before me, a Notary Public, personally appeared David Gulian, President, who acknowledged himself to be the duly acting President of **Info Logix Inc.** and that he as such President, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such on behalf of the Assignor.


Notary Public

My Commission Expires



COMMONWEALTH OF PENNSYLVANIA

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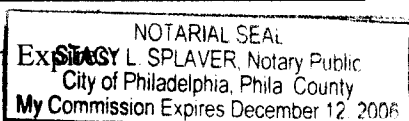
COUNTY OF

:

On this 16 day of March, 2006, before me, a Notary Public, personally appeared David Gulian, President, who acknowledged himself to be the duly acting President of **Opt Acquisition LLC** and that he as such President, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such on behalf of the Assignor.

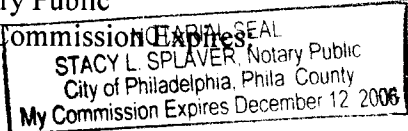

Notary Public

My Commission Expires



COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF :

On this 16 day of March, 2006, before me, a Notary Public, personally appeared David Gulian, President, who acknowledged himself to be the duly acting President of **Embedded Technologies, LLC** and that he as such President, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such on behalf of the Assignor.

SS
Notary Public
My Commission Expires


COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF :

On this 16 day of March, 2006, before me, a Notary Public, personally appeared Steven Fahringer, who acknowledged himself to be the duly acting Vice President of **Sovereign Bank** and that he as such Vice President, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such on behalf of the Bank.

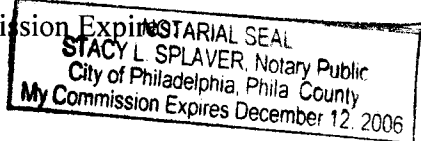
SS
Notary Public
My Commission Expires


EXHIBIT "A"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

See Attached

**EXHIBIT A
U.S. PATENTS**

Application Serial Number	Filing Date	Patent Number	Issue Date	Owner*
US				
29/083,694	02/17/1998	D414928	10/12/1999	Embedded Technologies, LLC
07/884,117	05/15/1992	5,285,398	02/08/1994	Embedded Technologies, LLC
08/192,636	02/07/1994	5,491,651	02/13/1996	Embedded Technologies, LLC
08/969,431	11/01/1997	6,097,607	08/01/2000	Embedded Technologies, LLC
09/048,725	03/26/1998	6,249,427	06/19/2001	Embedded Technologies, LLC
08/166,222	12/13/1993	5,555,490	09/10/1996	Embedded Technologies, LLC
08/330,134	10/25/1994	5,572,401	11/05/1996	Embedded Technologies, LLC
08/600,669	02/13/1996	5,581,492	12/03/1996	Embedded Technologies, LLC
09/138,797	08/24/1998	6,108,197	08/22/2000	Embedded Technologies, LLC
09/099,700	06/19/1998	6,271,477	08/07/2001	Embedded Technologies, LLC
08/759,846	12/02/1996	5,798,907	08/25/1998	Embedded Technologies, LLC
09/104,962	06/25/1998	5,991,086	11/23/1999	Embedded Technologies, LLC
08/853,730	05/09/1997	6,057,966	05/02/2000	Embedded Technologies, LLC

08/919,527	08/28/1997	6,121,960	09/19/2000	Embedded Technologies, LLC
09/348,892	07/07/1999	6,288,753	09/11/2001	Opt Acquisition, LLC
09/187,800	11/06/1998	6,285,757	09/04/2001	Embedded Technologies, LLC

*Confirmatory assignments will be executed and filed post-closing.

FOREIGN PATENTS/APPLICATIONS

Application Serial Number	Filing Date	Patent Number	Issue Date	Owner*
Canada				
2,178,916	12/13/1994			Embedded Technologies, LLC
2,264,167	08/28/1997			Embedded Technologies, LLC
2,270,415	11/01/1997			Embedded Technologies, LLC
Korea				
10-1999-7001648	08/28/1997			Embedded Technologies, LLC
10-1999-7003895	05/01/1999			Embedded Technologies, LLC
10-1999-7011977	06/19/1998			Embedded Technologies, LLC
10-1999-7012149	06/25/1998			Embedded Technologies, LLC
10-1996-703124	06/13/1996	10-411842	12/08/2003	Embedded Technologies, LLC
10-2003-7013382	10/11/2003	10-445122	08/10/2004	Embedded Technologies, LLC
10-2001-7005268	04/27/2001			Embedded Technologies, LLC

Japan				
521577/1998	11/01/1997			Embedded Technologies, LLC
505771/1999	06/25/1998			Embedded Technologies, LLC
504869/1999	06/19/1998			Embedded Technologies, LLC
578713/2000	10/28/1999			Embedded Technologies, LLC
520616/2000	11/06/1998			Embedded Technologies, LLC
503782/1994	05/14/1993	2744134	02/06/1998	Embedded Technologies, LLC
INTERNATIONAL				
PCT/US 06/02838	01/27/2006			Embedded Technologies, LLC

EXHIBIT "B"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

See Attached

EXHIBIT B
U.S. COPYRIGHT APPLICATIONS/REGISTRATIONS

Filing Date	Copyright (title)	Authorship	Registration Number	Registration Date	Owner
12/23/2005	WIRELESS HEALTHCARE TECHNOLOGY AND PATIENT CARE	Entire Text	N/A	N/A	InfoLogix, Inc.

EXHIBIT "C"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

Agreement by and between Fujitsu PC Corporation and Info Logix Inc. entered into in 2002 granting Info Logix Inc to use Fujitsu Trademarks.

PHL:5314487.2/SOV027-233782

PATENT
REEL: 017341 FRAME: 0546

EXHIBIT "D"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

See Attached.

EXHIBIT D
U.S. TRADEMARK APPLICATIONS/REGISTRATIONS

Application Serial Number	Filing Date	Mark	Registration Number	Registration Date	Owner
76/421,854	06/17/2002	INFOLOGIX	2,702,443	04/01/2003	InfoLogix, Inc.
76/413,254	05/23/2002	CARE STATION	3,006,179	10/11/2005	InfoLogix, Inc.
76/413,337	05/23/2002	MOBILE CARE STATION	3,006,180	10/11/2005	InfoLogix, Inc.
78/775,350	12/16/2005	HEALTHTRAX			InfoLogix, Inc.
78/775,339	12/16/2005	HEALTH TRAX			InfoLogix, Inc.
75/677,447	06/08/1999	OPTASIA	2,483,149	08/28/2001	Opt Acquisition, LLC