

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
I.M.D. SOFT LTD.	12/22/2006

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS CREDIT PARTNERS L.P.
Street Address:	c/o Goldman, Sachs & Co.
Internal Address:	30 Hudson Street, 17th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302

PROPERTY NUMBERS Total: 10

Property Type	Number
Application Number:	09946421
Application Number:	09946304
Application Number:	09946274
Application Number:	10985950
Application Number:	11474017
Application Number:	90007927
Application Number:	09641065
Application Number:	10355527
Application Number:	11031125
Application Number:	10355435

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Phone: 714-540-1235

PATENT

500204935

REEL: 018734 FRAME: 0027

OP \$400.00 09946421

Email: ipdocket@lw.com, kristin.azcona@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

022411-0715

NAME OF SUBMITTER:

Kristin J. Azcona

Total Attachments: 6

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## PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of December 22, 2006 (as amended, restated or otherwise modified from time to time, the "Patent Security Agreement"), between each of **I.M.D. SOFT LTD.**, and **IMD SOFT, INC.** (each, a "Grantor" and collectively, the "Grantors") and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, in its capacity as lender (the "Lender").

### WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of December 22, 2006 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors thereto and the Lender pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Subject to Section 3 below, Grantor hereby pledges and grants to Lender a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to on Schedule I hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Patents"); and

(b) all agreements, licenses and covenants providing for the granting of any right in or to Patents or otherwise providing for a covenant not to sue (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Patent Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest

granted to the Lender pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

I.M.D. SOFT LTD.

By: 

Name: Phyllis Gottlieb

Title: CEO

IMD SOFT, INC.

By: 

Name: Phyllis Gottlieb

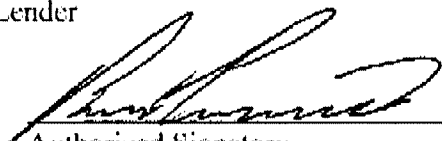
Title: CEO

Patent Security Agreement

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as Lender

By:



Authorized Signatory

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENT REGISTRATIONS AND APPLICATIONS**

**Patents**

<b><u>Applicant/ Assignee</u></b>	<b><u>Patent/ Patent Application</u></b>	<b><u>Filing Date</u></b>	<b><u>Status</u></b>	<b><u>Application No.</u></b>
iMD Soft Ltd.	Medical Information Text Display System	Sept. 5, 2001	Published	09/946,421
iMD Soft Ltd.	Patient Treatment and Progress Monitor Display	Sept. 5, 2001	Published	09/946,304
iMD Soft Ltd.	Medical Order Information Display System	Sept. 5, 2001	Published	09/946,274
iMD Soft Ltd.	Medical Order Information Display System	Nov. 12, 2004	Published	10/985,950
iMD Soft Ltd.	Medical Information Text Display System	Jun. 23, 2006	Pending	11/474,017
iMD Soft Ltd.	Medical Information System (Reexamination)	Feb. 10, 2006	Pending	90/007,927
iMD Soft Ltd.	Medical Information System	Jun. 29, 1999	Issued Pat. No. 6,322,502	09/641,065
iMD Soft Ltd.	Medical Information System (WIPO)	Dec. 30, 1996	Entered National Phase	PCT/IB1997/001606

<u>Applicant/ Assignee</u>	<u>Patent/ Patent Application</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application No.</u>
iMD Soft Ltd.	Medical Information Query System	Jan. 31, 2003	Published	10/355,527
iMD Soft Ltd.	Clinical Data Database System and Method for a Critical Care and/or Hospital Environment	Jan. 7, 2005	Published	11/031,125
iMD Soft Ltd.	Clinical Data Database System and Method for a Critical Care and/or Hospital Environment (EPO)	Jan. 7, 2005	Pending	EP 05708735.5
iMD Soft Ltd.	Clinical Data Database System and Method for a Critical Care and/or Hospital Environment (WIPO)	Jan. 7, 2005	Pending	PCT/IB2005/000646
iMD Soft Ltd.	System and Method for Providing Continuous, Expert Network Critical Care Services from a Remote Location(s) (Reexamination)	Jun. 23, 2006	Pending	90/008,276
iMD Soft Ltd.	Medical Information Event Manager	Jan. 31, 2003	Published	10/355,435
IMD Soft Ltd.	Medical Information System (Australia)	July 30, 1999	Pending	AU5405798

Patent Licenses

None