

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| TrueChoice Solutions, Inc. | 08/14/2008 |
| RECEIVING PARTY DATA | |
| Name: | DeWaay Investment Partners I, LLLP |
| Street Address: | 13001 University Avenue |
| City: | Clive |
| State/Country: | IOWA |
| Postal Code: | 50325 |
| PROPERTY NUMBERS Total: 6 | |
| Property Type | Number |
| Application Number: | 09754612 |
| Application Number: | 09845051 |
| Application Number: | 10635387 |
| Application Number: | 11089271 |
| Application Number: | 11657388 |
| Patent Number: | 7191143 |
| CORRESPONDENCE DATA | |
| Fax Number: | (612)492-7077 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 612.492.7000 |
| Email: | jhaller@fredlaw.com |
| Correspondent Name: | James R. Haller |
| Address Line 1: | Fredrikson & Byron, P.A. |
| Address Line 2: | 200 South Sixth Street, Suite 4000 |
| Address Line 4: | Minneapolis, MINNESOTA 55402-1425 |
| ATTORNEY DOCKET NUMBER: | 58099.1 |

OP \$240.00 09754612

NAME OF SUBMITTER:

James R. Haller

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. **GRANT OF SECURITY INTEREST.** For value received, as security for the Obligations (as defined below) TrueChoice Solutions, Inc., a Delaware corporation (“Debtor”), hereby grants a security interest in the following property to DeWaay Investment Partners I, LLLP, an Iowa limited liability limited partnership (“Secured Party”):

- (a) (i) All patents and patent applications now owned or hereafter acquired, including without limitation those listed on Schedule 1 of Exhibit A hereto, (ii) all reissues, divisions, continuations, renewals, extensions, continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) the right to sue for past, present or future infringements thereof, and (v) all rights corresponding thereto throughout the world (all such items described in this subsection (a) referred to as “Patents”).
- (b) (i) All trade names, trademarks, service marks and any registrations thereof and applications therefor now owned or hereafter acquired, including without limitation those listed on Schedule 2 of Exhibit A hereto, (ii) any renewals thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) the right to sue for past, present or future infringements thereof, (v) all rights corresponding thereto throughout the world, and (vi) all goodwill of Debtor’s business connected with and symbolized by the foregoing (all such items described in this subsection (b) referred to as “Trademarks”).
- (c) (i) All copyrights and registrations thereof now owned or hereafter acquired, including without limitation those listed on Schedule 3 of Exhibit A hereto, (ii) any renewals thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) the right to sue for past, present or future infringements thereof, and (v) all rights corresponding thereto throughout the world (all such items described in this subsection (c) referred to as “Copyrights”).
- (d) All inventions, discoveries, ideas, technology, know-how, trade secrets, processes, formulas, models, prototypes, drawings and designs, computer software programs, and documents, computer disks, source codes, object codes, lab books or other materials related thereto now owned or hereafter acquired.

together with the proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for all of the foregoing. Debtor will promptly deliver to Secured Party, duly endorsed when necessary, all such chattel paper, documents and instruments and related guaranties, now on hand or hereafter received.

All such property in which a security interest is granted is herein called the “Collateral.”

2. **OBLIGATIONS.** The aforesaid security interests secure payment and performance of the following obligations (the “Obligations”): (a) All obligations of Debtor under the Convertible Promissory Notes issued by Debtor to Secured Party and certain other persons (collectively, the “Holders”) in the maximum aggregate principal amount of \$1,000,000 (the “Notes”), and under this Agreement and any other document or agreement relating to the security for the Notes (collectively, the “Security Documents”), including, but not limited to, amounts advanced and expenses and attorneys’ fees

incurred pursuant thereto; (b) all costs incurred by the Secured Party to obtain, preserve, perfect and enforce any Security Document, and the pledge and security interest granted thereby, collect the Obligations, and maintain, preserve, collect and enforce the Collateral, including, without limitation, taxes, assessments, attorney fees and legal expenses and expenses of sale; and (c) any of the foregoing that arises after the filing of a petition by or against Debtor under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code Section 362 or otherwise.

3. **COPY - FILING.** A carbon, photocopy or other reproduction of this Security Agreement may be filed as a financing statement. IF FOR FIXTURES, TIMBER OR MINERALS, SUCH A FILING SHALL BE FILED FOR RECORDING IN THE REAL ESTATE RECORDS. The Debtor authorizes the Secured Party to file from time to time such lien filings, financing or continuation statements or amendments thereto, as the Secured Party may reasonably determine to be necessary or desirable, to perfect and preserve the security interest created or purported to be created hereby. Upon reasonable request of the Secured Party, the Debtor will cause to be filed lien filings, financing or continuation statements or amendments thereto, naming as debtor such lessee or lessees as may be designated by the Secured Party and assigning the Debtor's rights under such filing statements to the Secured Party.

4. **REPRESENTATIONS.** Debtor represents, warrants and agrees:

(a) All Collateral is bona fide and genuine and Debtor is authorized to grant a security interest in the Collateral.

(b) Debtor's principal place of business is the address shown herein, and Debtor shall promptly give Secured Party written notice of any change thereof, unless prior written consent of Secured Party is obtained. All Collateral and all of the Debtor's business records are now kept, and shall continue to be kept, at such address.

(c) Debtor is a corporation organized under the laws of the State of Delaware. Debtor's organization number is DE 4232392. Debtor's exact legal name is: TrueChoice Solutions, Inc.

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THIS AGREEMENT SPECIFICALLY INCLUDES ALL OF THE ADDITIONAL PROVISIONS SET FORTH ON THE FOLLOWING PAGES. DEBTOR ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS SECURITY AGREEMENT.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE APPLIES TO ALL AGREEMENTS BETWEEN DEBTOR AND SECURED PARTY.

DATED: August 14, 2008

TRUECHOICE SOLUTIONS, INC.

By: 
Sev K-H Keil
Chairman and CEO

ADDRESS OF SECURED PARTY (FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED)

DeWaay Investment Partners I, LLLP
13001 University Avenue
Clive, Iowa 50325
Telephone: (515) 273-1300

EXHIBIT A
Description of Intellectual Property

Schedule 1 – Patents

U. S. PATENTS :

| Title | Status | Patent No. | Issue Date |
|--------------------------------------|--------|------------|----------------|
| Preference Information-Based Metrics | Issued | 7,191,143 | March 13, 2007 |

U. S. PATENT APPLICATIONS :

| Title | Status | Application No. | Filing Date |
|--|-----------|-----------------|------------------|
| System to Quantify Consumer Preferences | Published | 09/754,612 | January 4, 2001 |
| System to Provide Consumer Preference Information | Published | 09/845,051 | April 27, 2001 |
| System to Quantify Consumer Preferences | Published | 10/635,387 | August 6, 2003 |
| System to Determine Respondent-Specific Product Attribute Levels | Published | 11/089,271 | March 24, 2005 |
| Preference Information-Based Metrics | Published | 11/657,388 | January 24, 2007 |

Schedule 2 – Trademarks

U. S. FEDERAL TRADEMARK/SERVICE MARK REGISTRATIONS :

| Trademark | Status | Registration No. | Registration Date |
|-----------------------|------------|------------------|-------------------|
| THE SCIENCE OF CHOICE | Registered | 2,932,869 | March 15, 2005 |
| TRUECHOICE | Registered | 2,961,141 | June 7, 2005 |

U. S. FEDERAL TRADEMARK/SERVICE MARK APPLICATIONS :

| Trademark | Serial No. | Filing Date |
|---|------------|-------------|
| GLOBAL LEADER IN REAL-TIME PREFERENCE MEASUREMENT | 77/517,208 | 07/08/2008 |
| LEARN. COMPARE. DECIDE. | 77/517,120 | 07/08/2008 |
| TRUEVOICE | 78/908,842 | 06/15/2006 |
| TRUEWEALTH | 78/912,134 | 06/20/2006 |

Schedule 3 – Copyrights

None.

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