

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
SDI HEALTH LLC	09/30/2008
SDI TRIALYTICS LCC	09/30/2008
SDI DIRECT ACCESS LLC	09/30/2008
VERISPAN LLC	09/30/2008

RECEIVING PARTY DATA

Name:	Sovereign Bank
Street Address:	1500 Market Street
Internal Address:	Centre Square East - Suite ML 400
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19102

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	11945795
Patent Number:	7060328
Patent Number:	6696288

CORRESPONDENCE DATA

Fax Number: (215)405-3789

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

Phone: 215-977-2189

Email: inocella@wolfblock.com

Correspondent Name: Nicole M. Bodoh

Address Line 1: 1650 Arch Street

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

SOV027-254575

PATENT

500665257

REEL: 021617 FRAME: 0754

OP \$120.00 11945795

NAME OF SUBMITTER:

Nicole M. Bodoh

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is made effective as of the 30th day of September, 2008 by and between SDI HEALTH LLC, a Delaware limited liability company, SDI TRIALYTICS LLC, a Delaware limited liability company, SDI DIRECT ACCESS LLC, a Delaware limited liability company, and VERISPAN, L.L.C., 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 a revolving line of credit.

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 Computer Software Collateral (as defined below), 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 copyright registrations and copyright 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, 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").

As used herein, "Computer Software Collateral" means:

(i) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed, or leased, or hereafter acquired, licensed, or leased by any Assignor;

(ii) all firmware associated with the property described in clause (i) of this definition;

(iii) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such software and firmware described in the preceding clauses (i) and (ii);

(iv) the specific collateral set forth in Exhibit "C" attached hereto; and

(v) all rights with respect to all of the foregoing, including without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights, and indemnifications, any substitutions, replacements, additions or model conversions of any of the foregoing.

(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, applications, logos, domain names or other sources of business identifiers 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, Licenses and Copyrights.** Each Assignor represents and warrants that the Patents, Copyrights and Trademarks listed on Exhibits "A", "B", and "D", respectively, constitute all of the patents, copyrights, 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 or copyrights, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename or copyright 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. Each Assignor hereby authorizes Bank to modify this Security Agreement by amending Exhibit "A", "B" and/or "D", as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, trademark applications, tradenames and copyright applications or registrations which are Patents, Copyrights 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 or Trademarks.

5. **Foreign Patents, Copyrights, Licenses and Trademarks.** Each Assignor represents and warrants that the patents, copyrights, licenses, trademarks or applications of such

Assignor that are registered outside of the United States are not material to the business, operations, assets, liabilities or condition of such Assignor.

6. **Scott-Levin and SMG Copyrights.** Each Assignor represents and warrants that the Copyrights of such Assignor identified as the "Scott-Levin" or "Scott-Levin Associates, Inc." Copyrights or the Copyrights described as "U.S. Copyright Registrations Missing Transfer from Quintiles to Verispan" on Exhibit "B" attached hereto are not material to the business, operations, assets, liabilities or condition of such Assignor.

7. **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.

8. **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.

9. **Duties of Assignors.** Each Assignor shall have the duty (a) to prosecute diligently any material 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 material inventions and on material trademarks and copyrights, as appropriate, and (c) to preserve and maintain all rights in material patent applications and patents of the Patents, in material trademark applications, trademarks and trademark registrations of the Trademarks and in material 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 if any of the same is material to the operation of Assignor's business without the prior consent of the Bank.

10. **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 15 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.

11. **Bank's Right to Sue.** Upon the occurrence of an Event of Default or upon Assignor's failure to take any such action within ten (10) Business Days of written request by Bank.

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 11.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

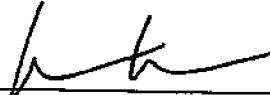
17. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

[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

SDI HEALTH LLC

By: 
Andrew Kress, Chairman,
Chief Executive Officer and President

SDI TRIALYTICS LLC

By: 
Andrew Kress, Chief Executive Officer

SDI DIRECT ACCESS LLC

By: 
Andrew Kress, Chairman, Chief Executive
Officer and President

VERISPAN, L.L.C.

By: 
Andrew Kress, Chairman, Chief Executive
Officer and President

BANK

SOVEREIGN BANK

By: 
Robert J. Mindick, Senior Vice President

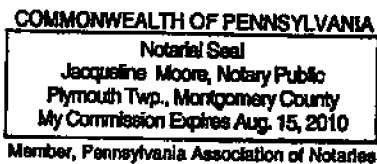
[Signature Page to Intellectual Property Security Agreement]

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Montgomery SS.
:

On this, the 30 day of September, 2008 before me, a Notary Public, personally appeared Andrew Kress, who acknowledged himself to be the Chairman, Chief Executive Officer and President of SDI Direct Access LLC, a Delaware limited liability company, and that he as such Chairman, Chief Executive Officer and President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Chairman, Chief Executive Officer and President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



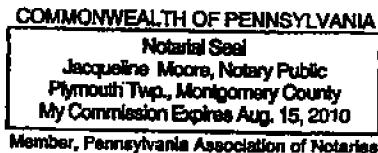
Jacqueline Moore
Notary Public
My commission expires: AUG. 15, 2010

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Montgomery SS.
:

On this, the 30 day of September, 2008 before me, a Notary Public, personally appeared Andrew Kress, who acknowledged himself to be the Chairman, Chief Executive Officer and President of Verispan, L.L.C., a Delaware limited liability company, and that he as such Chairman, Chief Executive Officer and President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Chairman, Chief Executive Officer and President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Jacqueline Moore
Notary Public
My commission expires: Aug. 15, 2010

[Notary Panel Page to Intellectual Property Security Agreement (2 of 2)]

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Montgomery SS.
:

On this, the 30 day of September, 2008 before me, a Notary Public, personally appeared Andrew Kress, who acknowledged himself to be the Chairman, Chief Executive Officer and President of SDI Health LLC, a Delaware limited liability company, and that he as such Chairman, Chief Executive Officer and President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Chairman, Chief Executive Officer and President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jacqueline Moore, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Aug. 15, 2010
Member, Pennsylvania Association of Notaries

Jacqueline Moore
Notary Public
My commission expires: Aug. 15, 2010

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Montgomery SS.
:

On this, the 30 day of September, 2008 before me, a Notary Public, personally appeared Andrew Kress, who acknowledged himself to be the Chief Executive Officer of SDI trialytics LLC, a Delaware limited liability company, and that he as such Chief Executive Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Chief Executive Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jacqueline Moore, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Aug. 15, 2010
Member, Pennsylvania Association of Notaries

Jacqueline Moore
Notary Public
My commission expires: Aug. 15, 2010

[Notary Panel Page to Intellectual Property Security Agreement (1 of 2)]

EXHIBIT A

PATENT COLLATERAL

U.S. Patents Owned by Surveillance Data Inc.:

Patent Title	Patent Number	Issue Date
PRE-GREASED COLLECTING ROD ASSEMBLY FOR POLLEN AND FUNGAL SPORE SAMPLING AND METHOD OF MAKING IT	6,696,288	2/24/2004
METHOD OF MAKING A PRE-GREASED COLLECTING ROD ASSEMBLY FOR POLLEN AND FUNGAL SPORE SAMPLING	7,060,328	6/13/2006
SYSTEM AND METHOD FOR THE PROTECTION AND DE-IDENTIFICATION OF HEALTH CARE DATA	(11/945,795)	(11/27/2007)

Foreign Patents Owned by Surveillance Data Inc.:

Patent Title	Country	Patent Number	Issue Date
SYSTEM AND METHOD FOR THE PROTECTION AND DE-IDENTIFICATION OF HEALTH CARE DATA	EP	(07123320.9)	(12/17/2007)
SYSTEM AND METHOD FOR THE PROTECTION AND DE-IDENTIFICATION OF HEALTH CARE DATA	Mexico	(MX/a/2007/016358)	(12/18/2007)
SYSTEM AND	Canada	(2615292)	(12/14/2007)

Patent Title	Patent Number	Issue Date
Patent Title	Patent Number	Issue Date

METHOD FOR THE
PROTECTION AND
DE-
IDENTIFICATION
OF HEALTH CARE
DATA

Patents Owned by Verispan, L.L.C.:

Patent Title	Patent Number	Issue Date
Patent Title	Patent Number	Issue Date
SYSTEM AND METHOD FOR GENERATING DE- IDENTIFIED HEALTH CARE DATA	6,732,113	5/4/2004
SYSTEM AND METHOD FOR GENERATING DE- IDENTIFIED HEALTH CARE DATA	7,376,677	5/20/2008
SYSTEM AND METHOD FOR ANALYZING DE- IDENTIFIED HEALTH CARE DATA	(11/954,205)	(12/11/2007)
SYSTEM AND METHOD FOR ANALYZING DE- IDENTIFIED HEALTH CARE DATA	(09/665,752)	(not available – unpublished)