

MRB

11-17-2008

10/30/08

Electronic Version v1.1

Stylesheet Version v1.1



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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Tech Pharmacy Services, Inc. | 10/29/2008 |
| RECEIVING PARTY DATA | |
| Name: | Merion Investment Partners, L.P. |
| Street Address: | 700 South Henderson Road |
| Internal Address: | Suite 210 |
| City: | King of Prussia |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19406 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 10944993 |
| CORRESPONDENCE DATA | |
| Fax Number: | (202)408-3141 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 202-408-3121 x2348 |
| Email: | jpaterso@cscinfo.com |
| Correspondent Name: | Corporation Service Company |
| Address Line 1: | 1090 Vermont Avenue NW, Suite 430 |
| Address Line 2: | Attn: Jean Paterson |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20005 |
| ATTORNEY DOCKET NUMBER: | 775541 |
| NAME OF SUBMITTER: | Jean Paterson |
| Total Attachments: 8 source=10-30-08 Tech Pharmacy-PT#page1.tif source=10-30-08 Tech Pharmacy-PT#page2.tif | |

CH 10944993 \$40.00

VO: CORPORATION SERVICE COMPANY COMPANY: 1090 VERMONT AVENUE NW, SUITE 430

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "*Agreement*"), dated October 29, 2008, is made by TECH PHARMACY SERVICES, INC., d/b/a Advanced Pharmacy, a Texas corporation ("*Grantor*"), with an address at 900 South Loop West, Suite 100, Houston, TX, 77054-4632, in favor of MERION INVESTMENT PARTNERS, L.P., a Delaware limited partnership company with an address at The Merion Building, 700 S. Henderson Road, Suite 210, King of Prussia, PA, 19406, as agent for the ratable benefit of the Lenders (as defined below) (the "*Secured Party*").

A. WHEREAS, the Grantor and Tech Pharmacy Holdings, LLC ("*Holdings*") have entered into a Senior Subordinated Term Loan and Security Agreement, dated of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), with the Secured Party as agent, the lenders a party thereto from time to time (collectively, the "*Lenders*" and each individually, a "*Lender*"). Capitalized terms, not otherwise defined herein are used herein as defined in the Loan Agreement.

B. WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Secured Party, for the benefit of Lenders, a security interest in, among other property, the intellectual property of the Grantor, and have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Secured Party, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in and to the following (the "*Collateral*"):

(a) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications, or any trademark registrations issuing therefrom, under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by, or granted to, Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses, as set forth in Schedule C hereto (the "*Copyrights*");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by

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international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable to Grantor with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

The foregoing provisions shall be subject to the same limitations as set forth in the last paragraph of Section 3.1 of the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this Agreement secures the payment of all Obligations of the Grantor. Without limiting the generality of the foregoing, this Agreement secures, as to Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by Grantor to any of Secured Party and Lenders under the Loan Documents, but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

Section 3. Recordation. Grantor authorizes and requests that the Registrar of Copyrights, the Commissioner for Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Execution and delivery via facsimile or PDF shall also bind the parties hereto.

Section 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to Secured Party, for the ratable benefit of the Lenders, and the rights and remedies of the Secured Party and the other Lenders with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control and govern.

Section 6. Governing Law, Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Any judicial proceeding against Grantor with respect to this Agreement may be brought in any competent jurisdiction located in the State of New York. By execution and delivery of this Agreement, Grantor (i) accepts the non-exclusive jurisdiction of the aforesaid courts and irrevocably agrees to be bound by any judgment rendered thereby, (ii) waives personal service of process, (iii) agrees that service of process upon it may be made by certified or registered mail, return receipt requested, to the address of Borrowers set

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forth in Section 9.7 of the Loan Agreement, and (iv) waives any objection to jurisdiction and venue of any action instituted hereunder and agrees not to assert any defense based on lack of jurisdiction, venue, convenience or forum nonconveniens. Nothing shall affect the right of Secured Party to serve process in any manner permitted by law or shall limit the right of Secured Party to bring proceedings against Grantor in the courts of any other jurisdiction having jurisdiction.

Section 7. Jury Trial Waiver. THIS AGREEMENT AND ALL MATTERS ARISING HEREFROM OR RELATING HERETO (WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND THE PROVISIONS HEREOF SHALL BE DBEMED SEVERABLE IN THE EVENT OF THE INVALIDITY OF ANY PROVISION, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT. GRANTOR AND SECURED PARTY BY ITS ACCEPTANCE HEREOF, EACH IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING COMMENCED BY OR AGAINST SECURED PARTY OR LENDERS WITH RESPECT TO THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO AND ALL MATTERS ARISING HEREFROM OR RELATING HERETO ARISING FROM OR RELATING TO THIS AGREEMENT.

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David Barr

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

TECH PHARMACY SERVICES, INC.

By:



Name: David C. Barr

Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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SCHEDULE A

| | | | |
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| | | | |
| System, software and related methods for on site pharmaceuticals in long term care | 10/944,993 (Application #) | Pending | None |

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SCHEDULE B

| | | | | |
|------------------------------------|-------------------------------|---|------------|------|
| AP PASSPORT | 9,463,694 | 7/8/2008 | Registered | None |
| AP PHARMASystem | 77/195,316 (Application #) | Final Office Action issued 05/23/2008 | Pending | None |
| AP ONCALL | 77/204,090 (Application #) | Office Action issued 02/13/2009 | Pending | None |
| AP ADVANCED PHARMACY (Stylized) | 77/240,210 (Application #) | Notice of Allowance issued 09/16/2008 | Pending | None |

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SCHEDULE C

None

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PAGE 13/14 * RCVD AT 11/17/2008 10:47:30 AM [Eastern Standard Time] * SVR:USPTO-EFAX-6/46 * DNIS:2709885 * CSID:302 636 5837 * DURATION (mm-ss):01-56

RECORDED: 10/30/2008

PATENT
REEL: 021857 FRAME: 0391