

USPTO

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TO: NICOLE M. BODOH COMPANY: 1650 ARCH STREET

<b>PATENT ASSIGNMENT</b>
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Electronic Version v1.1  
 Stylesheet Version v1.1

**10/07/2008**  
**500668915**

<b>SUBMISSION TYPE:</b>	<b>CORRECTIVE ASSIGNMENT</b>
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the conveying party data should be Verispan, L.L.C. and receiving party address on corrective assignment to 19102 previously recorded on Reel 021617 Frame 0754. Assignor(s) hereby confirms the SDI HEALTH LLC, SDI TRIALYTICS LLC, SDI DIRECT ACCESS LLC, VERISPAN, L.L.C..
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SDI HEALTH LLC	08/30/2008
SDI TRIALYTICS LLC	09/30/2008
SDJ DIRECT ACCESS LLC	09/30/2008
VERISPAN, L.L.C.	09/30/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Sovereign Bank
<b>Street Address:</b>	1500 Market Street
<b>Internal Address:</b>	Centre Square East - Suite ML 400
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19102
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7060328
Patent Number:	6696266
Application Number:	11945795
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)405-3789
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	215-977-2189
<b>Email:</b>	Inocella@wolfblock.com
<b>Correspondent Name:</b>	Nicole M. Bodoh
<b>Address Line 1:</b>	1650 Arch Street

OP \$120.00 7060328

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**PATENT**  
**REEL: 022288 FRAME: 0637**

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TO: NICOLE M. BODOH COMPANY: 1650 ARCH STREET

Address Line 2: 22nd Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: SOV027-254575

NAME OF SUBMITTER: Nicole M. Bodoh

**Total Attachments: 15**

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source=Sovereign Bank-SDI IPSA#page11.tif

Assignment

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<b>PATENT ASSIGNMENT</b>
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Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	<b>CORRECTIVE ASSIGNMENT</b>
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Conveying party data should be Verispan, L.L.C. previously recorded on Reel 021817 Frame 0754. Assignor(s) hereby confirms the SDI HEALTH LLC, SDI TRIALYTICS LLC, SDI DIRECT ACCESS LLC, VERISPAN, L.L.C. to SOVEREIGN BANK.
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SDI HEALTH LLC	09/30/2008
SDI TRIALYTICS LLC	09/30/2008
SDI DIRECT ACCESS LLC	09/30/2008
VERISPAN L.L.C.	09/30/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Sovereign Bank
<b>Street Address:</b>	1500 Market Street
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19103
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11945785
<b>Patent Number:</b>	7060328
<b>Patent Number:</b>	6696288
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)405-3789
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	215-977-2189

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TO: NICOLE M. BODON COMPANY: 1650 ARCH STREET

PATENT

REEL: 022288 FRAME: 0033  
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Assignment

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<b>Email:</b>	inocella@wolfblock.com
<b>Correspondent Name:</b>	Nicole M. Bodoh
<b>Address Line 1:</b>	1650 Arch Street
<b>Address Line 2:</b>	22nd Floor
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103
<b>ATTORNEY DOCKET NUMBER:</b>	SOV027-254575
<b>NAME OF SUBMITTER:</b>	Nicole M. Bodoh
<b>Signature:</b>	/nicolembodoh/
<b>Date:</b>	10/06/2008
<b>Total Attachments: 13</b> source=Sovereign Bank SDI PT cover sheet#page1.tif source=Sovereign Bank SDI PT cover sheet#page2.tif source=Sovereign Bank-SDI IPSA#page1.tif source=Sovereign Bank-SDI IPSA#page2.tif source=Sovereign Bank-SDI IPSA#page3.tif source=Sovereign Bank-SDI IPSA#page4.tif source=Sovereign Bank-SDI IPSA#page5.tif source=Sovereign Bank-SDI IPSA#page6.tif source=Sovereign Bank-SDI IPSA#page7.tif source=Sovereign Bank-SDI IPSA#page8.tif source=Sovereign Bank-SDI IPSA#page9.tif source=Sovereign Bank-SDI IPSA#page10.tif source=Sovereign Bank-SDI IPSA#page11.tif	
<b>RECEIPT INFORMATION</b>	
<b>EPAS ID:</b>	PAT682733
<b>Receipt Date:</b>	10/06/2008
<b>Fee Amount:</b>	\$120

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TO: NICOLE M. BODOH, COMPANY: 1650 ARCH STREET

PATENT

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TO: NICOLE M. BODOH COMPANY: 1650 ARCH STREET

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Security Agreement") is made effective as of the 30<sup>th</sup> 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 VERESPAN, 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 each 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

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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.

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(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 licenses, 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