

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	Agreement dated June 24, 2004										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Heather A. Markus (nee McGuire)</td> <td>06/22/2009</td> </tr> <tr> <td>Michael J. Markus</td> <td>06/22/2009</td> </tr> <tr> <td>Brian N. Smith</td> <td>06/17/2009</td> </tr> <tr> <td>Peter M. Kionga-Kamau</td> <td>06/24/2004</td> </tr> </tbody> </table>		Name	Execution Date	Heather A. Markus (nee McGuire)	06/22/2009	Michael J. Markus	06/22/2009	Brian N. Smith	06/17/2009	Peter M. Kionga-Kamau	06/24/2004
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RECEIVING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Within3, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>2401 Superior Viaduct, Suite 300</td> </tr> <tr> <td>City:</td> <td>Cleveland</td> </tr> <tr> <td>State/Country:</td> <td>OHIO</td> </tr> <tr> <td>Postal Code:</td> <td>44113</td> </tr> </table>		Name:	Within3, Inc.	Street Address:	2401 Superior Viaduct, Suite 300	City:	Cleveland	State/Country:	OHIO	Postal Code:	44113
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: (216)363-4588</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 2163634500</p> <p>Email: ipdocket@beneschlaw.com</p> <p>Correspondent Name: Luis Carrion</p> <p>Address Line 1: 200 Public Square, Suite 2300</p> <p>Address Line 4: Cleveland, OHIO 44114</p>											
ATTORNEY DOCKET NUMBER:	31867-18										
NAME OF SUBMITTER:	Luis A. Carrion										
<p>Total Attachments: 33</p> <p>source=31867_18_Assignment#page1.tif</p>											

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ASSIGNMENT

WHEREAS, one or more inventions have been made by the undersigned in

COLLECTIONS OF LINKED DATABASES

and are the subject of a patent application filed in the United States Patent and Trademark Office on March 15, 2007, under Application Serial No. 11/686,416.

WHEREAS, Within3, Inc., a Delaware Corporation, having a principal place of business at 2401 Superior Viaduct, Suite 300, Cleveland 44113, hereinafter referred to as "assignee", is desirous of acquiring all right, title, and interest throughout the world in, to, and under said inventions and patent rights therefor.

NOW, THEREFORE, be it known that, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all right, title, and interest, in the United States and throughout the world, in, to and under said inventions and all patents, patent applications, patent rights, and inventor's certificates thereof, therefor, and therein, including without limitation said application for patent in the United States, all divisions and continuations thereof, all patents which may be granted thereon, all reissues and extensions thereof, all right to sue for past infringement thereunder, all patents which may be granted for said inventions by states or nations other than the United States, or by other authority, entity, or organization, and all applications therefor, HAVE BEEN AND ARE HEREBY SOLD, ASSIGNED, TRANSFERRED, AND DELIVERED UNTO ASSIGNEE, ITS SUCCESSORS AND ASSIGNS; and it is covenanted and agreed by the undersigned, and for executors, administrators, and legal representatives of the undersigned, that at assignee's request any and all applications, affidavits, assignments, and other instruments will be made, executed, and delivered as may be necessary, or desirable to secure for or vest in assignee, its successors or assigns, any improvement, inventions, right, title, interest, application, patent, patent right or other right or property covered by this assignment, and the United States Commissioner of Patents and Trademarks is hereby requested and authorized to issue any and all United States patents granted on any of said applications to assignee as owner of the entire right, title, and interest in, to, and under the same, and appropriately empowered officials of foreign countries are hereby authorized to issue any letters patent granted on any of said applications to assignee as owner of the entire right, title and interest in, to, and under the same.

The undersigned hereby grants the firm of Benesch Friedlander Coplan & Aronoff LLP and all practitioners associated with Customer Number 21130 the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document. IN WITNESS WHEREOF, this Assignment has been executed below by the undersigned:

Date: 6/22/09

Heather A. Markus
Heather A. Markus (nee McGuire)

United States of America)
State of Ohio Pennsylvania)
County of Montgomery)

On this 22nd day of June, 2009, before me personally came Heather A. Markus (nee McGuire), to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Carol A. Aubertin - Notary Public
HILLTOWN TWP, BUCKS COUNTY
MY COMMISSION EXPIRES JULY 08, 2012

Carol Aubertin

Heather A. Markus

Date: 6/22/09

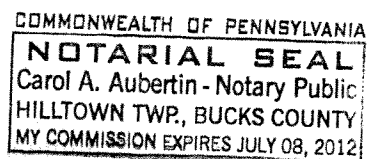


Michael J. Markus


United States of America)
State of ~~Ohio~~ Pennsylvania)
County of Montgomery)

On this 22nd day of June, 2009, before me personally came Michael J. Markus, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.





Date: 6/17/2009

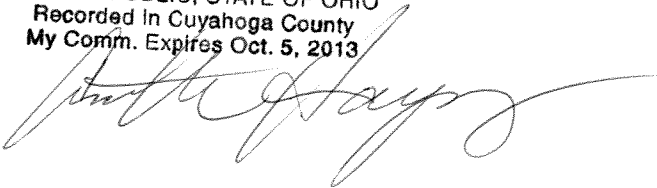


Brian N. Smith

United States of America)
State of ~~Pennsylvania~~ OHIO)
County of Cuyahoga)

On this 17 day of JUNE, 2009, before me personally came Brian N. Smith, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

ANNETTE HAYNES
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Oct. 5, 2013



MARK C. CHRISTIE
COMMISSIONER

JAMES C. DIMITRI
COMMISSIONER

JUDITH WILLIAMS JAGDMANN
COMMISSIONER

COMMONWEALTH OF VIRGINIA



JOEL H. PECK
CLERK OF THE COMMISSION
P.O. BOX 1197
RICHMOND, VIRGINIA 23218-1197

STATE CORPORATION COMMISSION Office of the Clerk

September 9, 2008

CT CORPORATION SYSTEM
EMMETT HICKAM
4701 COX RD STE 301
GLEN ALLEN, VA 23060-6802

RE: S.M.A.R.T. LINK MEDICAL, INC.
ID: 0615347 - 2
DCN: 08-09-09-0504

Dear Customer:

This is your receipt for \$25.00, covering the fees for filing articles of merger with this office.

This is also your receipt for \$200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of merger is September 9, 2008.

Each non-surviving entity:

S.M.A.R.T. LINK MEDICAL, INC.

is merged into WITHIN3, INC. (A DE CORPORATION NOT QUALIFIED IN VA).

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

MERGRcpt
MERGAcpt
CIS0317

Tyler Building, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk
Telecommunications Device for the Deaf-TDD/Voice: (804) 371-9206

PATENT

REEL: 022904 FRAME: 0628

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, SEPTEMBER 9, 2008

The State Corporation Commission finds the accompanying articles submitted on behalf of

WITHIN3, INC. (A DE CORPORATION NOT QUALIFIED IN VA)

comply with the requirements of law and confirms payment of all required fees. Therefore, it is
ORDERED that this

CERTIFICATE OF MERGER


be issued and admitted to record with the articles of merger in the Office of the Clerk of the
Commission, effective September 9, 2008. Each of the following:

S.M.A.R.T. LINK MEDICAL, INC.

is merged into WITHIN3, INC. (A DE CORPORATION NOT QUALIFIED IN VA), which
continues to exist under the laws of DELAWARE with the name WITHIN3, INC. (A DE
CORPORATION NOT QUALIFIED IN VA), and the separate existence of each non-surviving
entity ceases.

STATE CORPORATION COMMISSION

By



Commissioner

MERGACPT
CIS0317
08-09-09-0504

PATENT

REEL: 022904 FRAME: 0629

AGREEMENT

This AGREEMENT made this 24th day of June, 2004, by and between S.M.A.R.T. Link Medical, Inc., a Virginia Corporation (hereinafter referred to as "COMPANY") and ECRIA, a sole proprietorship owned by Joshua Lee Clint Purdue, with its principal place of business in South Carolina, and Peter M. Kionga-Kamau, an individual having a business address of 706B Forest Street, Charlottesville, Virginia, (ECRIA and Mr. Kionga-Kamau collectively hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, COMPANY is a duly formed Virginia corporation which provides data collection and analyses in the field of medical/pharmaceutical marketing; and

Whereas CONTRACTOR has expertise in the design and the development of computer software, has developed existing software that it wishes to assign its right, title and interest into SMARTLINK and desires to continue to further develop such existing software and other software on behalf of COMPANY under the terms of this Agreement; and,

Whereas COMPANY desires to hire CONTRACTOR as an independent contractor to continue to develop such software; and

Whereas CONTRACTOR agrees to provide such services for a fee and grant to COMPANY all right, title and interest in and to such developed software, including the currently existing software, all in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions.**

As used in this Agreement, the following definitions shall apply:

(a) "Developed Software" shall mean any software program or programs, modules, routines or subroutines, requested from time to time by COMPANY and developed by CONTRACTOR to meet technical, functional, or performance specifications identified by COMPANY, including those set forth in Exhibit A, and Existing Software, including any and all modifications, improvements and enhancements thereto.

(b) "Existing Software" shall mean all software code already written by CONTRACTOR and/or Mr. Kionga-Kamau, including the object code in machine readable form and source code, that is identified in Exhibit B.

(c) "Copy" means the medium on which information is fixed on a temporary or permanent basis and from which it can be perceived, reproduced, used, or communicated, either directly or with the aid of a machine or device.

2. **CONTRACTOR Obligations.**

(a) ECRIA and Mr. Kionga-Kamau, each for themselves, and collectively as CONTRACTOR, assign(s), transfer(s) and convey(s) to COMPANY all of its/his/their, right, title and interest throughout the world and whether such interest arises under patent law, copyright law, trade-secret law, telecommunications law, semiconductor chip protection law, or otherwise, in and to Existing Software. Without limiting the generality of the preceding sentence, CONTRACTOR hereby authorizes COMPANY to make any desired changes to any part of any Existing Software to combine it with other materials in any manner desired, and to withhold the CONTRACTOR's identity in connection with any distribution or use thereof alone

or in combination with other materials. Both Mr. Kionga-Kamau and ECRIA represent that they are aware of no other person or entity that could or has made a claim of authorship to such Existing Software or has participated in authoring, creating or developing Existing Software.

Attested and acknowledgement: PMK Mr. Kionga-Kamau

JP ECRIA (by Mr. Perdue)

(b) Within two (2) days of the execution of this Agreement, CONTRACTOR will deliver to COMPANY, on machine readable media, two (2) complete Copies of the most current version of all Existing Software, including all object code and source code therefor, all work product that exists relating to Existing Software, and any work in progress.

(b)(i) CONTRACTOR shall develop Developed Software in accordance with the timetable for performance all as set forth in Exhibit A (project specifications and project schedule). The Developed Software and all tasks and deliverables shall be subject to COMPANY's approval and written acceptance as more fully set forth in Exhibit C (testing/acceptance protocol). Further, CONTRACTOR shall perform such additional tasks as COMPANY may request from time to time.

(b)(ii) On or before each deadline and/or milestone as indicated in Exhibit A (project specification and project schedule), CONTRACTOR will deliver to COMPANY, on machine readable media, two (2) complete Copies of the most current version of all Developed Software, all work product that exists relating to Developed Software or Existing Software, and any work in progress pertaining the components due at that time or any and all changes made to previously Delivered Software. Each deliverable will be clearly identified by CONTRACTOR. In addition to all Software delivered to COMPANY, CONTRACTOR will deliver to COMPANY any and

all documentation or written work product that relates to, explains or its used in connection with such Software.

(c) During the term hereof and at no additional cost to COMPANY, CONTRACTOR shall correct any and all errors, malfunctions, and defects in the Developed Software and any portions thereof, provided that COMPANY gives CONTRACTOR written notice thereof and provides CONTRACTOR with sufficient information to duplicate such errors, malfunctions and defects.

(d) During the term hereof and at no additional cost to COMPANY, CONTRACTOR shall maintain Developed Software compatible with the then current version of the operating system under which the Developed Software will operate and perform such additions, enhancements, and modifications as COMPANY may request.

3. Location of Services.

CONTRACTOR shall render the services at CONTRACTOR's office, COMPANY's office or at such locations as reasonably necessary to discharge such duties, as directed by COMPANY.

4. Term.

This Agreement shall be for a term of three (3) years commencing May 1, 2004 and ending April 30, 2007 or earlier if terminated pursuant to this Agreement.

5. Warranties and Representations.

CONTRACTOR warrants and represents that:

(a) The Developed Software will meet the specifications of Exhibit A hereto, will operate in a commercially reasonable manner and there will be no known errors, malfunctions or defects in the Developed Software or any portion thereof.

(b) The Developed Software and all portions thereof will be developed solely by CONTRACTOR pursuant to this Agreement.

(c) The Developed Software and any portion thereof will not infringe any patents, copyrights, trade secrets, or other proprietary rights of any third party, and CONTRACTOR will have no reason to believe that any such infringement or claims thereof could be made by third parties.

(d) CONTRACTOR has the right to enter into this Agreement to grant to COMPANY the rights set forth herein, and to perform all other obligations of this Agreement.

(e) That CONTRACTOR shall deliver any and all Copies of Developed Software to COMPANY on media that is free from defects in material and workmanship.

(f) The Developed Software does not, and will not when delivered, contain any pre-programmed devices, such as "viruses" or other such devices, that will cause the software or any component thereof to be erased or become inoperable or incapable of processing or affect operations of other systems.

6. Liability Insurance.

CONTRACTOR agrees to maintain business liability insurance coverage at all times during the term of this Agreement in the amount of \$ zero. CONTRACTOR further agrees each year to provide to COMPANY a Certificate of Insurance evidencing that all required coverage has been obtained.

7. Payments to Contractor.

COMPANY will pay CONTRACTOR as follows:

- (a) \$2,500.00 per month payable the last day of each month.
- (b) Provided CONTRACTOR has fulfilled all obligations under this Agreement and provided further that CONTRACTOR's services under this Agreement have not been previously terminated voluntarily under Section 10 or upon due cause under Section 10, then CONTRACTOR shall be paid up to a maximum of five percent (5%) of any "Sales Price" of the COMPANY subject to the following vesting schedule:

- (i) Contractor will be entitled to 1% of any "Sales Price" upon the signing of this Agreement.
- (ii) Contractor will be entitled to 1% of any "Sales Price" upon the delivery to COMPANY a fully functional version of the "Dynamic Search and Results Pages" Developed Software component, as further defined by Exhibit A.
- (iii) Contractor will be entitled to 1% of any "Sales Price" upon the delivery to COMPANY of a fully functional version of the "Prototype" Developed Software component as further defined by Exhibit A.
- (iv) Contractor will be entitled to 1% of any "Sales Price" after completing one year of contractual service with Company, and Contractor will be entitled to an additional 1% of any "Sales Price" after completing the second year of contractual service with Company. In the event that Company receives consideration in a transaction identified in subsection 7(c)(i)-(iii) below

prior to completion of the Contractor's second year of contractual service with Company under this Agreement, Contractor will be entitled to the full 2% of "Sales Price" as though this transaction occurred following the Contractor's second year of contractual service with Company. In no event shall Contractor be entitled to more than 2% of any "Sale Price" for any transaction identified in subsection 7(c)(i)-(iii) of this Agreement as a result of this subsection 7(b)(iv).

(c) For purpose of this Agreement, "Sales Price" shall mean the value of consideration received by Company or Shareholders of COMPANY upon:

- (i) Sale of 50% or more of COMPANY stock or assets;
- (ii) Merger of COMPANY into another corporation or merger of any other corporation into COMPANY; or
- (iii) Consolidation with any other corporation.

(d) In the event CONTRACTOR's services under this Agreement have been previously terminated voluntarily under Section 10 or upon due cause under Section 10, the CONTRACTOR shall be paid two and one-half percent (2.5%) of any "Sales Price".

8. Independent Contractor.

It is understood that at all times, CONTRACTOR shall provide the services described herein as an independent contractor and not as an employee. CONTRACTOR shall be responsible for its actions and using best efforts while performing duties for COMPANY. It is further understood and agreed that CONTRACTOR shall be responsible for the payment of all taxes, insurance premiums, licensing fees, or other charges connected with its field of work,

including but not limited to FICA, Federal, state and local income and wage taxes, unemployment and/or workers' compensation taxes and insurance, disability insurance and professional organization dues. Also, it is understood and agreed that because CONTRACTOR is engaged in CONTRACTOR's own independently established business, that CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health or fringe benefit plans of COMPANY, nor shall COMPANY obtain worker's compensation insurance or pay unemployment taxes or contributions concerning CONTRACTOR, or any of CONTRACTOR's employees, CONTRACTOR in turn shall comply with the Worker's Compensation law and unemployment law concerning CONTRACTOR and any employees of CONTRACTOR.

9. Services of Peter M. Kionga-Kamau.

(a) CONTRACTOR shall use its best efforts to employ the services of Peter M. Kionga-Kamau (Peter) during the term of this Agreement and assign Peter to perform the services hereunder for COMPANY.

(b) The parties agree that during the term of this Agreement, if Mr. Kionga-Kamau provides services on projects other than the two projects he is currently working on, and identified below, then the monthly payment due ECRIA under Section 7(a) of this Agreement shall be reduced to five hundred dollars (\$500.00). The two projects Mr. Kionga-Kamau is working on currently are:

(1) ECRIA Website Maintenance

PMK

(2) Artist Online Shopping System

PMK

10. Termination.

(a) Cessation of business by CONTRACTOR due to death or disability.

In the event of cessation of business by CONTRACTOR due to the death or disability of all of its owners and/or employees during the term of this Agreement, the COMPANY shall pay to the estate or other legal representative of the CONTRACTOR the amount provided for in Section 7 (or Section 9 if applicable) if any, accrued to the CONTRACTOR's date of cessation of CONTRACTOR's business and not theretofore paid, and the estate or other legal representative of the CONTRACTOR shall have no further rights under this Agreement.

(b) Due Cause.

The services of the CONTRACTOR hereunder may be terminated by the COMPANY at any time during the term of this Agreement for Due Cause (as hereinafter defined). In the event of such termination, the COMPANY shall pay to the CONTRACTOR the amount provided for in Section 7 (or Section 9 if applicable) if any, accrued to the date of such termination and not theretofore paid to the CONTRACTOR, and, after the satisfaction of any claim of the COMPANY against the CONTRACTOR arising as a direct and proximate result of such Due Cause, neither the CONTRACTOR nor the COMPANY shall have any further rights or obligations under this Agreement, except as provided in Sections 2, 5, 8, 10, 11, 12, 13, 14, and 18. For purposes hereof, "Due Cause" shall mean (a) a material breach of any of the CONTRACTOR's obligations hereunder (it being understood that any breach of the provisions of Sections 2, 4, 5, 6, 8, 9, 11, 12, 13, 14, or 16 hereof shall be considered material); or (b) that the CONTRACTOR, in carrying out the CONTRACTOR's duties hereunder, has been guilty of (i) willful or gross neglect or (ii) willful or gross misconduct, resulting in either case in

harm to the COMPANY; or (c) that the CONTRACTOR has been charged with (i) a felony or (ii) any crime or offense involving moral turpitude. In the event of an occurrence under this Section 10(b), the CONTRACTOR shall be given written notice by the COMPANY that it intends to terminate the CONTRACTOR's services for Due Cause under this section, which written notice shall specify the act or acts upon the basis of which the COMPANY intends so to terminate the CONTRACTOR's services. If the basis for such written notice is an act or acts described in clause (a) above and not involving an act of moral turpitude, the CONTRACTOR shall be given ten (10) days to cease or correct the performance (or nonperformance) giving rise to such written notice and, upon failure of the CONTRACTOR within such ten (10) days to cease or correct such performance (or nonperformance), the CONTRACTOR's services by the COMPANY shall automatically be terminated hereunder for Due Cause.

(c) Voluntary Resignation.

The CONTRACTOR may terminate its services hereunder prior to the expiration of the term of this Agreement only with prior written Company approval upon 30 days' written notice to the COMPANY. Neither the CONTRACTOR nor the COMPANY shall have any further rights or obligations under this Agreement, except as provided in Sections 2, 5, 8, 10, 11, 12, 13, 14, and 18.

(d) Sale of 50% or More of Company's Stock or Assets, Merger or Consolidation.

The services of CONTRACTOR hereunder may be terminated by CONTRACTOR immediately upon the occurrence of any of the following events,

without such termination being deemed to be "voluntary" or "for cause" so as not to require any reduction in the "Sales Price" as specified in Section 7(b):

- (i) Sale of 50% or more of COMPANY Stock or assets;
- (ii) Merger of COMPANY into another corporation or merger of any other corporation into this COMPANY; or
- (iii) Consolidation with any other corporation.
- (e) Termination for Convenience.

Company may terminate at any time upon thirty (30) days written notice this Agreement for its convenience in which event, CONTRACTOR shall be entitled to payment under Section 7(b).

11. Confidential Information/Confidential Material.

(a) CONTRACTOR shall, during the term of this Agreement and at all times thereafter, treat all confidential material (as hereinafter defined) of the COMPANY confidentially. CONTRACTOR shall not, without the prior written consent of the President of the COMPANY, disclose such confidential material, directly or indirectly, to any party, who at the time of such disclosure is not an employee or agent of the COMPANY, or remove from the COMPANY's premises any notes or records relating thereto, copies or facsimiles thereof (whether made by electronic, electrical, magnetic, optical, laser, acoustic or other means), or any other property of the COMPANY. CONTRACTOR agrees that all confidential material, together with all copies or facsimiles thereof in the possession of CONTRACTOR (whether made by the foregoing or other means) are the exclusive property of the COMPANY. CONTRACTOR shall not in any manner use any confidential material of the COMPANY, or

any other property of the COMPANY in any manner not specifically directed by the COMPANY or in any way which is detrimental to the COMPANY as determined by the President of the COMPANY in his sole discretion.

(b) For the purposes hereof, the terms "confidential information" or "confidential material" shall mean all information in any way concerning the activities, business or affairs of the COMPANY or any of the customers of the COMPANY and clients, including, without limitation, information concerning trade secrets, together with all sales and financial information concerning the COMPANY and any and all information concerning projects of the COMPANY and all information concerning the practices, customers and clients of the COMPANY, and all information in any way concerning the activities, business or affairs of any such customers or clients, as such, which is furnished to the CONTRACTOR by the COMPANY or any of its agents, customers or clients, as such, or otherwise acquired by CONTRACTOR in the course of CONTRACTOR's rendering services to the COMPANY and all Intellectual Work Product as defined in Section 13; provided, however, that the term "confidential material" shall not include information which (i) becomes generally available to the public other than as a result of a disclosure by the CONTRACTOR, (ii) was available to CONTRACTOR on a non-confidential basis prior to CONTRACTOR's engagement with the COMPANY or (iii) becomes available to CONTRACTOR on a non-confidential basis from a source other than the COMPANY or any of its agents, customers or clients, as such, provided that such source is not bound by a confidentiality agreement with the Company or any such agents, customers or clients.

(b) Promptly upon the request of the COMPANY, CONTRACTOR shall deliver to the COMPANY all confidential material relating to the COMPANY in the possession of

CONTRACTOR without retaining a copy thereof, unless, in the opinion of counsel for the Company, either returning such confidential material or failing to retain a copy thereof would violate any applicable federal, state, local or foreign law, in which event such confidential material shall be returned without retaining any copies thereof as soon as practicable after such counsel advises that the same may be lawfully done.

(c) In the event that CONTRACTOR is required, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, to disclose any confidential material relating to the COMPANY, CONTRACTOR shall provide the COMPANY with prompt notice thereof so that the COMPANY may seek appropriate protective order and/or waive compliance by CONTRACTOR with the provisions hereof; provided, however, that if in the absence of a protective order or the receipt of such waiver, CONTRACTOR is, in the opinion of counsel for the COMPANY, compelled to disclose confidential material not otherwise disclosable hereunder to any legislative, judicial or regulatory body, agency or authority, or else be exposed to liability for contempt, fine or penalty or to other censure, such confidential material may be so disclosed.

12. Non-Competition.

(a) CONTRACTOR acknowledges that the services to be rendered by CONTRACTOR to the COMPANY are of a special and unique character. CONTRACTOR agrees that, in consideration of CONTRACTOR's engagement hereunder, the CONTRACTOR will not (a) at any time commencing on the date hereof through and including the date which is two (2) years following the date of termination of CONTRACTOR's engagement by the COMPANY, directly or indirectly, (1) engage whether as principal, agent, investor, distributor,

representative, stockholder, employee, consultant, volunteer or otherwise, in any activity or business venture anywhere within the United States, which is competitive with the business of the COMPANY of providing data collection and analyses in the field of medical/pharmaceutical marketing or (2) solicit or entice or endeavor to solicit or entice away from the COMPANY any person who was a director, officer, employee, agent or consultant of the COMPANY, either for CONTRACTOR's own account or for any person, firm, corporation or other organization, whether or not such person would commit any breach of such person's contract of employment by reason of leaving the service of the COMPANY, or (3) solicit or entice or endeavor to solicit or entice away any of the clients or customers of the COMPANY, either on CONTRACTOR's own account or for any other person, firm, corporation or other organization, or (4) employ, directly or indirectly, any person who was a director, officer or employee of the COMPANY or any person who at any time is or may be likely to be in the possession of any confidential information or trade secrets relating to the business of the COMPANY, or (b) at any time, take any action or make any statement the effect of which would be, directly or indirectly, to impair the good will of the COMPANY or the business reputation or good name of the COMPANY, or be otherwise detrimental to the COMPANY, including any action or statement intended, directly or indirectly, to benefit a competitor of the COMPANY.

(b) CONTRACTOR and the COMPANY agree that if, in any proceeding, the court or other authority shall refuse to enforce the covenants herein set forth because such covenants cover too extensive a geographic area or too long a period of time, any such covenant shall be deemed appropriately amended and modified in keeping with the intention of the parties to the maximum extent permitted by law.

13. Intellectual Property.

(a) CONTRACTOR acknowledges that any and all writings, documents, inventions, discoveries, improvements, computer programs or instructions (whether in source code, object code or any other form), plans, memoranda, tests, research, designs, specifications, models, data, diagrams, flow charts, and/or techniques (whether reduced to written form or otherwise) that CONTRACTOR makes, conceives, discovers, develops, completes or reduces to practice, either solely or jointly with any other person, at any time during the term of CONTRACTOR's engagement (or thereafter, if based upon, or incorporating, any Confidential Information), whether during working hours or at the COMPANY's facility or at any other time or location, and whether upon the request or suggestion of the COMPANY or otherwise, that relate to, or are useful in any way in connection with, any business now or hereafter carried on by the COMPANY (collectively, "Intellectual Work Product") shall be the sole and exclusive property of the COMPANY. The CONTRACTOR shall promptly disclose to the COMPANY all Intellectual Work Product and maintain any and all records thereof. CONTRACTOR shall have no claim for additional compensation for the Intellectual Work Product.

(b) CONTRACTOR acknowledges that all the Intellectual Work Product that is copyrightable shall be considered a work made for the hire under United States Copyright Law. To the extent that any copyrightable Intellectual Work Product may not be considered a work made for hire under the applicable provisions of the copyright law, or to the extent that, notwithstanding the foregoing provisions, CONTRACTOR may retain an interest in any Intellectual Work Product that is copyrightable, CONTRACTOR hereby irrevocably assigns and transfers to the COMPANY any and all right, title, or interest that CONTRACTOR may have in

the Intellectual Work Product under copyright, patent, trade secret and trademark law, in perpetuity or for the longest period otherwise permitted by law, without the necessity of further consideration. The COMPANY shall be entitled to obtain and hold in its own name all copyrights, patents, trade secrets, and trademarks with respect thereto. CONTRACTOR further acknowledges that any Intellectual Work Product that CONTRACTOR reduces to practice, or that CONTRACTOR begins to reduce to practice, or with respect to which CONTRACTOR files a patent application or other document pertaining to ownership of intellectual property within twelve (12) months after the termination of CONTRACTOR's employment with the COMPANY, shall be deemed to have been conceived during CONTRACTOR's employment, unless CONTRACTOR proves otherwise.

(c) At the request and expense of the COMPANY, either before or after the cessation of CONTRACTOR's engagement, CONTRACTOR shall assist the COMPANY in acquiring and maintaining copyright, patent, trade secret, and trademark protection upon, and confirming the COMPANY's title to, any Intellectual Work Product. CONTRACTOR's assistance shall include making all lawful oaths and declarations, and executing and delivering all applications for, and other documents prepared in connection with, the prosecution, maintenance, enforcement and/or defense of copyrights, patent rights, trade secret rights, and trademark rights, cooperating in legal proceedings, and taking any and all other actions considered necessary or desirable by the COMPANY.

(d) In the event the COMPANY is unable after reasonable effort to secure CONTRACTOR's signature on any documents referenced in Section 13(c) above, whether because of CONTRACTOR's physical or mental incapacity or for any other reason whatsoever,

CONTRACTOR hereby irrevocably designates and appoints the COMPANY and its duly authorized officers and agents as CONTRACTOR's agent and attorney-in-fact, to act for and in CONTRACTOR's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution and issuance of any such copyright, patent, trade secret, trademark or other analogous protection, with the same legal force and effects as if executed by CONTRACTOR.

(e) CONTRACTOR represents that the writings, documents, inventions, discoveries, computer programs or instructions (whether in source code, object code, or any other specifications, models, data, diagrams, flow charts, and/or techniques and all copyrights, patents, trademarks and trade names or similar intangible property identified in Exhibit B) hereof compromise all of the writings, documents, inventions, discoveries, computer programs or instructions (whether in source code, object code, or any other form), algorithms, plans, diagrams, flow charts, and/or techniques and all copyrights, patents, trademarks and trade names or similar intangible property that CONTRACTOR has created, made, conceived of, discovered or developed prior to the date hereof, and the same are excluded from the operation of the other provisions of this Section 13(e).

(f) CONTRACTOR acknowledges that as to each of COMPANY's clients, that each of COMPANY's agents, employees and consultants must be obligated to observe intellectual property restrictions regarding COMPANY's clients. CONTRACTOR hereby agrees to be bound by the terms of each such intellectual property provision with regard to each of COMPANY's clients for whom CONTRACTOR provides services.

(g) CONTRACTOR shall disclose promptly to the COMPANY any and all Confidential Information and information relating to all Intellectual Work Product which CONTRACTOR may make, conceive, discover or develop during the period of his employment by the COMPANY (or thereafter, if based upon or incorporating any Confidential Information).

(h) COMPANY grants CONTRACTOR a limited, royalty-free, revocable license to use, copy, and make derivative works based upon display and sublicense (on terms acceptable to COMPANY) Existing Software subject to the following:

(1) CONTRACTOR may not use the license or sublicense any Existing Software where such use or sublicense would benefit a person, entity or business that is in competition with the COMPANY and/or is in the business of providing data collection and analyses in the field of medical/pharmaceutical marketing;

(2) The license is revocable by COMPANY if COMPANY terminates this Agreement under Section 10(b) ("Due Cause") or if CONTRACTOR breaches any obligation set forth in sections 11 ("Non Confidentiality") or 11 ("Confidentiality") of this Agreement;

(3) To the extent CONTRACTOR uses the license to write software code for a third party, CONTRACTOR will promptly notify COMPANY of each company for who such services are performed; and

(4) CONTRACTOR will provide, in advance of granting any sublicense in or to Existing Software, identify to COMPANY the proposed sub-licensee and fully disclose all proposed terms and conditions of such sublicense. COMPANY will have the right to reject any proposed terms of such sublicense and/or to prohibit such sublicense from being granted on any

terms by CONTRACTOR to any such proposed sub-licensee, all in COMPANY'S sole and exclusive discretion.

14. Indemnification by CONTRACTOR

(a) CONTRACTOR shall fully indemnify, defend and hold harmless COMPANY, its officers, directors, shareholders, employees, representatives and customers (for purposes of this Section 14(a), collectively "Indemnified Parties") against any liability, damages (whether direct, indirect, consequential or unforeseeable), costs, or expense (including reasonable attorneys fees), arising out of: (i) any claim that the Developed Software, or any portion thereof, infringes any patent, copyright, trade secret, or other proprietary right of any third party; or (ii) CONTRACTOR's furnishing or performance of the Developed Software or the services provided hereunder; or (iii) the fault or negligence of CONTRACTOR, its employees or agents; or (iv) caused in whole or part by any breach of any warranty or representation under this Agreement.

(b) In addition to the foregoing, if any Indemnified Party is enjoined from exercising any rights granted hereunder, CONTRACTOR shall obtain for such Indemnified Party right to continue to exercise such rights at no cost to the Indemnified Party.

15. Equitable Relief.

In the event of a breach or threatened breach by CONTRACTOR of any of the provisions of Sections 2, 4, 5, 6, 8, 9, 11, 12, 13, 14, or 16 of this Agreement, CONTRACTOR hereby consents and agrees that the COMPANY shall be entitled to pre-judgment injunctive relief or similar equitable relief restraining CONTRACTOR from committing or continuing any such breach or threatened breach or granting specific performance of any act required to be performed

by CONTRACTOR under any of such provisions, without the necessity of showing any actual damage or that money damages would not afford an adequate remedy and without the necessity of posting any bond or other security. The parties hereto hereby consent to the jurisdiction of the federal courts located in the Eastern District of Virginia and the state courts located in such District for any proceedings under this Section 15. Nothing herein shall be construed as prohibiting the COMPANY from pursuing any other remedies at law or in equity which it may have.

16. Assignment of Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nonetheless, it is understood and agreed that this Agreement shall not be assigned by either party without the express written consent of the other party hereto.

17. Partial Invalidity.

If any of the provisions of this Agreement shall contravene or be invalid under the laws of the Commonwealth of Virginia or any other jurisdiction, such contravention or invalidity shall not invalidate the whole Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid in said jurisdiction, and the rights and obligations of the parties hereunder shall be construed and enforced accordingly.

18. Notices.

Any notice required to be given pursuant to this Agreement or desired to be given in connection with this Agreement, herein called official notice, shall be in writing and shall be sent

to the respective parties at the addresses that follows, unless a different address is substituted by such notice:

CONTRACTOR:

ECRIA
c/o Joshua Lee Clint Perdue
9B Magazine Street
Charleston, SC 29401
jperdue@ecria.com
Tel. (843) 696-7876

With a copy to:
Peter M. Kionga-Kamau
706B Forest Street
Charlottesville, VA 22903
consult@ecria.com
Tel. (434) 295-4800

COMPANY:

1311 Foxcroft Road
Richmond, VA 23229
Attention: President
Telecopy No.:

With a copy to:
John P. McGuire, Esq.
552 Ridge Road
Telford, PA 18969-1442
Telecopy No.: (215) 453-0142

19. Headings.

The headings or titles given each paragraph are used and included merely for the convenience of the parties, and they shall in no way affect or alter the meaning, effect or interpretation of any terms and provisions hereof.

20. Amendment.

This Agreement may be amended only with the consent of both parties. No amendment shall be effective unless the same shall be in writing and signed by both parties.

21. Interpretation.

This Agreement encompasses the entire agreement between the parties hereto, and there are no other agreements, oral or written, not set forth herein. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia.

22. Exhibits.

Exhibits A (project specification and schedule) and C (acceptance testing protocol) are intended by both parties to be considered "living documents" that may be amended from time to time. Each Exhibit includes protocol for the acceptance of modifications to these documents, and both parties agree to adhere to these protocol for the modification of these documents and agree to accept only those changes ratified by this process as lawful amendments to this agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals and the date first above written

CONTRACTOR

ECRIA

BY: 

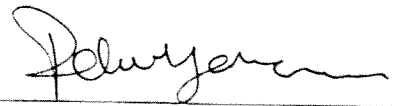
Josh Lee Clint Perdue

COMPANY

S.M.A.R.T. Link Medical, Inc.

BY: 

Michael J. Markus, President


Peter M. Kionga-Kamau, individually and
on behalf of ECRIA

ATTEST: 

Heather A. McGuire, Secretary

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EXHIBIT A
PROJECT SPECIFICATIONS AND PROJECT SCHEDULE

See the following attachments:

1. Project Schedule Gant Chart
2. Software Project Management Plan
3. Software Requirements Specification

PMK

HM

MDM
JP

EXHIBIT B
INTELLECTUAL PROPERTY CREATED BY CONTRACTOR PRIOR TO
ENGAGEMENT OF SERVICES HEREUNDER

Refer to attached code in hard copy and soft copy

PMK

HM

MTM

JP

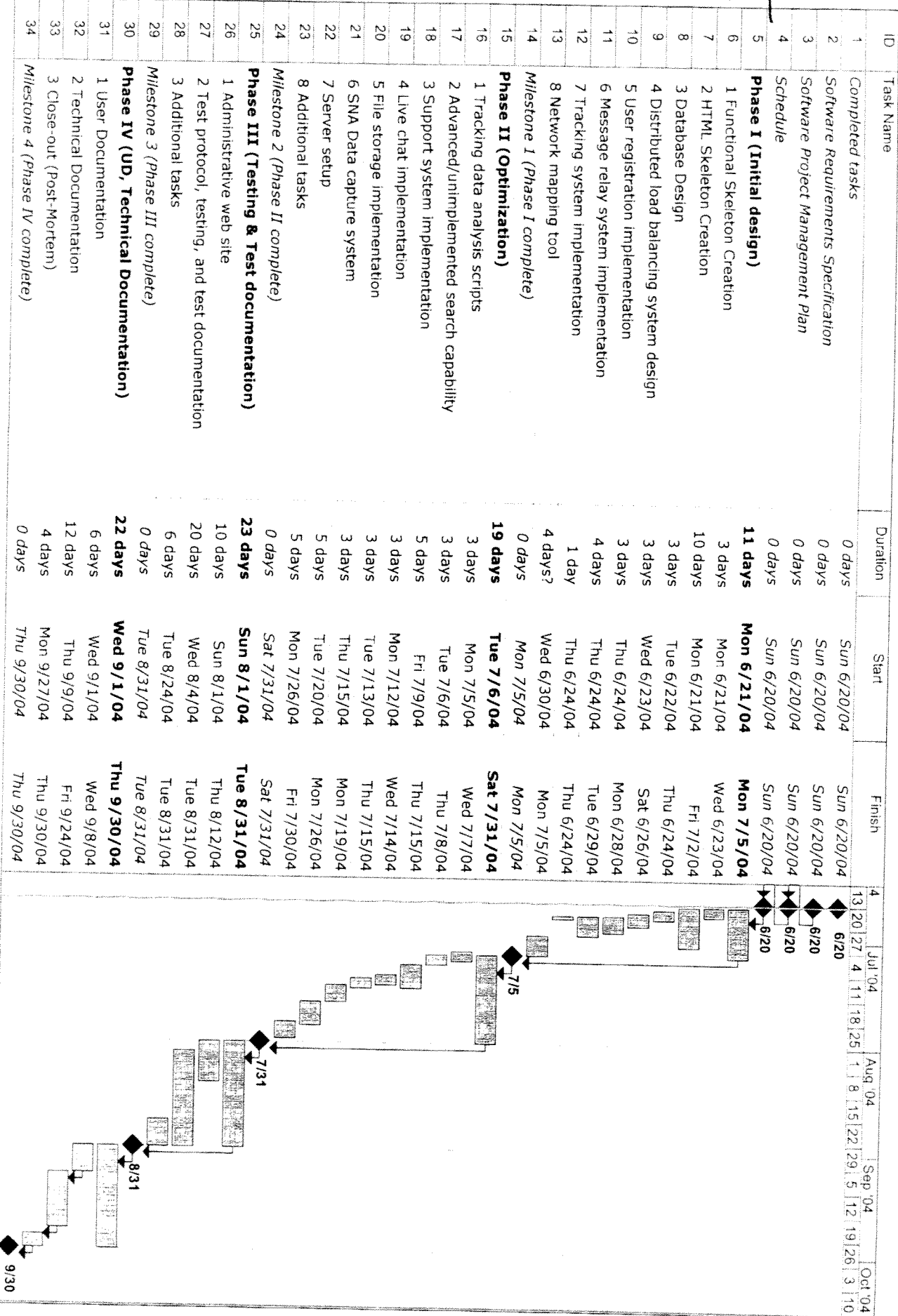
EXHIBIT C

ACCEPTANCE TESTING PROTOCOL

Refer to section 4.3.3 of the Software Project Management Plan

PMK
HM
mm
SP

Project Schedule Gantt Chart



PATENT

RECORDED: 07/01/2009

REEL: 022904 FRAME: 0655