

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
Private Access, Inc.	08/03/2009
RECEIVING PARTY DATA	
Name:	VirtualHealth Technologies, Inc.
Street Address:	777 Main Street
Internal Address:	Suite 3100
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76012
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	09025279
Application Number:	11231561
Application Number:	12031987
Application Number:	61164710
Application Number:	09039614
CORRESPONDENCE DATA	
Fax Number:	(917)777-4104
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-735-3000
Email:	mmcguire@skadden.com
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1:	Four Times Square
Address Line 2:	Attn: Matthew Fagin, Esq.
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	443900/325

CH \$200.00 09025279

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**PATENT
 REEL: 023064 FRAME: 0892**

NAME OF SUBMITTER:

Matthew Fagin

Total Attachments: 5

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GRANT OF SECURITY INTEREST

IN PATENTS

THIS GRANT OF SECURITY INTEREST IN PATENTS, dated as of August 3 2009, is executed by Private Access, Inc., a California corporation, located at 5251 California Avenue, Suite 200, Irvine, California 92617 (together with its successors and assigns, "Debtor"), in favor of VirtualHealth Technologies, Inc. and its successors (the "Collateral Agent") on behalf of the Investors. All capitalized terms not otherwise defined herein shall have the respective meanings given in the Security Agreement (as defined below).

Recitals

A. Reference is made to that certain Security Agreement, dated as of the date hereof (as amended, modified or otherwise supplemented from time to time, the "Security Agreement"), by and among Debtor, the Collateral Agent and the Investors.

B. Pursuant to the Security Agreement, Debtor has agreed to grant the Collateral Agent a security interest of first priority in all right, title and interests of Debtor in, to and under the Collateral, including the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (collectively, the "Patents").

C. Schedule A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of patents in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Collateral Agent, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A, in order to maintain such schedule's completeness or accuracy.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. As security for the payment or performance, as the case may be, in full of the Obligations, Debtor hereby pledges to Collateral Agent, its successors and assigns, for the ratable benefit of the Investors, and hereby grants to Collateral Agent, its successors and assigns, for the ratable benefit of the Investors, a security interest of first priority in all right, title and interests of Debtor in, to and under the Patents.

2. Debtor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Patents granted hereby are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Grant of

Security Interest in Patents and the Security Agreement, the terms of the Security Agreement shall govern.

3. This Grant of Security Interest in Patents and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California, without regard to the conflicts of law principles thereof.

4. This Grant of Security Interest in Patents may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

5. Collateral Agent's address is:

VirtualHealth Technologies, Inc.
777 Main Street, Suite 3100
Forth Worth, Texas 76012
Attention: Chief Executive Officer
Facsimile: (817) 820-7081

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

PRIVATE ACCESS, INC.

By: 

Name: ROBERT H. SHELTON

Title: CEO

Acknowledged:

VIRTUALHEALTH TECHNOLOGIES, INC.,
as Collateral Agent

By: _____

Name:

Title:

[Signature page to Grant of Security Interest in Patents]

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

PRIVATE ACCESS, INC.

By: _____

Name: _____

Title: _____

Acknowledged:

VIRTUALHEALTH TECHNOLOGIES, INC.,
as Collateral Agent

By:  _____

Name: *Scott A. Hoare*
Title: *CEO*

[Signature page to Grant of Security Interest in Patents]

SCHEDULE A TO GRANT OF SECURITY INTEREST
IN PATENTS

U.S. PATENTS AND PATENT APPLICATIONS

Title/Description	Application Number	Serial Number / U.S. Patent Number	(Filing Date)/ Issue Date
Standing order database search system and method for internet and internet application	09/025,279	7,028,049	April 11, 2006
Continuation of '049 Patent	11/231,561		(September 21, 2005)
Continuation of '049 Patent and Application # 11/231,561	12/031,987		(February 15, 2008)
Improved system and method for recruiting subjects for research studies and clinical trials over the internet	61/164,710 (provisional)		(March 30, 2009)
Scheduling interface system and method for medical professionals	09/039,614	6,345,260	February 5, 2002