

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest

CONVEYING PARTY DATA

Name	Execution Date
InforMedix Holdings, Inc. and InforMedix, Inc.	10/06/2009

RECEIVING PARTY DATA

Name:	Bruce A. Kehr Dr.
Street Address:	9429 Holbrook Lane
City:	Potomac
State/Country:	MARYLAND
Postal Code:	20854

Name:	Philip J. Gross
Street Address:	P.O. Box 2066
City:	Rockville
State/Country:	MARYLAND
Postal Code:	20847

Name:	Harris Kaplan
Street Address:	3939 Butler Road
City:	Glyndon
State/Country:	MARYLAND
Postal Code:	21701

Name:	Rhonda B. Friedman
Street Address:	7735 Old Georgetown Road
Internal Address:	12th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814

Name:	Bruce S. Morra
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OP \$520.00 10492710

Street Address:	7384 Silver Bird Drive
Internal Address:	P.O. Box 680342
City:	Park City
State/Country:	UTAH
Postal Code:	84068-0342

Name:	Steven Sack
Street Address:	1795 Harvard Avenue
City:	Merrick
State/Country:	NEW YORK
Postal Code:	11566

Name:	Rick van den Toorn
Street Address:	Ruiterweg 40
City:	1901 BK Castalcum
State/Country:	NETHERLANDS

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	10492710
Application Number:	10887741
Application Number:	11144365
Application Number:	09845066
Patent Number:	4768176
Patent Number:	4768177
Patent Number:	D420446
Patent Number:	5200891
Patent Number:	5642731
Patent Number:	5752235
Patent Number:	5954641
Patent Number:	6085752
Patent Number:	6102855

CORRESPONDENCE DATA

Fax Number: (301)984-9096

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

Phone: (301) 984-1566, x102

Email: harry.stokes@informedix.com

PATENT
REEL: 023330 FRAME: 0535

Correspondent Name: InforMedix Holdings, Inc. c/o H M Stokes
Address Line 1: 5880 Hubbard Drive
Address Line 4: Rockville, MARYLAND 20852

NAME OF SUBMITTER:

Harry M. Stokes, SVP & CFO

Total Attachments: 99

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INFORMEDIX HOLDINGS, INC.

PROMISSORY NOTE

Due March 23, 2010

No. PN-09-12

\$4,500

Dated: September 24, 2009

For valuable consideration received, InforMedix Holdings, Inc., a Nevada corporation and InforMedix, Inc., a Delaware corporation (collectively "Maker"), hereby promises to pay to the order of Bruce Morra (together with its successors, representatives, and permitted assigns, the "Holder"), in accordance with the terms hereinafter provided, the amount of Four Thousand Five Hundred Dollars (\$4,500). This Promissory Note is referred to as the "Note".

As additional consideration and as collateral security for Maker's payment obligations under this Note, Maker hereby grants to Holder a security interest in the Maker's issued and pending patents, trademarks, copyrights and software (the "Intellectual Property"). The Holder's security interest in the Intellectual Property granted hereunder shall automatically terminate and be of no further force or effect upon the indefeasible payment in full of all amounts due hereunder, or upon Holder's voluntary conversion of the Note as provided below.

Holder agrees that Maker may, at Maker's sole election, place one or more additional promissory notes with the total original obligations due under those additional notes aggregating to not more than \$295,500 ("Additional Notes"), which Additional Notes will also be granted a security interest in the Maker's Intellectual Property equal in priority to the security interest granted hereby. Holder, together with each such holder of said additional promissory notes (individually an "Additional Note Holder" and collectively the "Additional Note Holders") agree that in the Event of Default (as defined below in Section 2.1) no Additional Note Holder will exercise any remedy under Sections 2.2 or 2.3 herein without the consent of the Additional Note Holders holding a majority of the interest of the Additional Notes. Maker covenants and warrants that to the extent that it grants other security interests in the Intellectual Property, all such Additional Notes will be identical in all material respects, including without limitation the pro-rata sharing of the Intellectual Property. Notwithstanding the aforesaid, such Additional Notes may be different in the amount of each promissory note.

All payments under or pursuant to this Note shall be made in United States Dollars in immediately available funds to the Holder at the address of the Holder first set forth above or at such other place as the Holder may designate from time to time in writing to the Maker or by wire transfer of funds to the Holder's account, instructions for which are attached hereto as Exhibit A. The Holder may elect, upon prior written notice to the Maker, to convert the Note into \$4,500 worth of the securities in any subsequent financing by the Maker subject to the terms, conditions and legal documentation set forth in that financing.

Maker hereby grants to Holder the right to file any financing statements, amendments, modifications, continuation statements or such other documents or instruments as Holder may determine are necessarily reasonable to perfect, continue or enforce the security interest granted hereunder.

PATENT

REEL: 023330 FRAME: 0538

ARTICLE I
REPAYMENT

Section 1.1 \$4,500 shall be due and payable without notice or demand on March 23, 2010.

Section 1.2 Payment on Non-Business Days. Whenever any payment to be made shall be due on a Saturday, Sunday or a public holiday under the laws of the State of Maryland, such payment may be due on the next succeeding business day and such next succeeding day shall be included in the calculation of the amount of accrued interest payable on such date.

Section 1.3 Transfer. This Note may not be transferred or sold, nor pledged, hypothecated or otherwise granted as security by the Holder.

Section 1.4 Replacement. Upon receipt of a duly executed, notarized and unsecured written statement from the Holder with respect to the loss, theft or destruction of this Note (or any replacement hereof) and a standard indemnity, or, in the case of a mutilation of this Note, upon surrender and cancellation of such Note, the Maker shall issue a new Note, of like tenor and amount, in lieu of such lost, stolen, destroyed or mutilated Note without the necessity of a bond or other fees.

ARTICLE II
EVENTS OF DEFAULT; REMEDIES

Section 2.1 Events of Default. The occurrence of any of the following events shall be an "Event of Default" under this Note:

- (a) the Maker shall fail to pay this Note when due;
- (b) default shall be made in the performance or observance of (i) any covenant, condition or agreement contained in this Note and such default is not fully cured within ten (10) business days after the Holder delivers written notice to the Maker of the occurrence thereof
- (c) the Maker shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property or assets, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (iv) file a petition seeking to take advantage of any bankruptcy, insolvency, moratorium, reorganization or other similar law affecting the enforcement of creditors' rights generally, (v) acquiesce in writing to any petition filed against it in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (vi) issue a notice of bankruptcy or winding down of its operations or issue a press release regarding same, or (vii) take any action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing; or

(d) a proceeding or case shall be commenced in respect of the Maker, without its application or consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, moratorium, dissolution, winding up, or composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets in connection with the liquidation or dissolution of the Maker or (iii) similar relief in respect of it under any law providing for the relief of debtors, and such proceeding or case described in clause (i), (ii) or (iii) shall continue undismissed, or unstayed and in effect, for a period of thirty (30) days or any order for relief shall be entered in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic) against the Maker or action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing shall be taken with respect to the Maker and shall continue undismissed, or unstayed and in effect for a period of thirty (30) days.

Section 2.2 Remedies Upon An Event of Default. If an Event of Default shall have occurred on this Note and shall be continuing, the Holder of this Note may at any time at its option, (a) declare the entire \$4,500 due and payable, and thereupon, the same shall be accelerated and so due and payable, without presentment, demand, protest, or notice, all of which are hereby expressly unconditionally and irrevocably waived by the Maker; and (b) exercise or otherwise enforce any one or more of the Holder's rights, powers, privileges, remedies and interests under this Note, or applicable law. No course of delay on the part of the Holder shall operate as a waiver thereof or otherwise prejudice the right of the Holder. No remedy conferred hereby shall be exclusive of any other remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

Section 2.3 Confession of Judgment. If an Event of Default has occurred, Maker hereby authorizes any attorney admitted to practice before any Court of record in the United States or the Clerk of such court to appear on behalf of Maker in any court in one or more proceeding, before any clerk thereof or any other court official, and to CONFESS JUDGMENT against the Maker in favor of Holder in the full amount due on this Note (including any principal, accrued interest and any and all charges, fees and costs) plus reasonable attorneys fees (and paralegal fees), court costs, and any and all costs and expenses in regards to collection of this Note, all without prior notice or opportunity of Maker for prior hearing. Maker agrees and consents that venue and jurisdiction shall be proper in the Circuit Court of any County of the State of Maryland or of Baltimore City, Maryland, or in the United States District Court of Maryland. The authority and power to appear for an entered judgment against Maker shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto; such authority and power may be exercised on one or more occasions from time to time, in the same or different jurisdictions, as often as Holder shall deem necessary, convenient or proper.

ARTICLE III PREPAYMENT

Section 3.1 At any time following the Issuance Date, the Maker may prepay in cash all (but not a portion) of the \$4,500 due under this Note.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices. Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, addressed to the Maker, at its registered office, Georgetowne Office Park, 5880 Hubbard Drive, Rockville, Maryland 20852-4821, Attention: Dr. Bruce Kehr, CEO, and to the Holder at his, her or its address indicated on the first page of this Note. Any notice required or permitted by this Note shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below or as subsequently modified by written notice.

Section 4.2 Governing Law; Jurisdiction. Each of the Maker and the Holder expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the law of the State of Maryland. Each of the Maker and the Holder hereby agree that any dispute which may arise between them arising out of or in connection with this Note shall be adjudicated before a court located in the State of Maryland and they hereby submit to the exclusive jurisdiction of the courts of the State of Maryland and the federal courts located in the state of Maryland with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Note or any acts or omissions relating to its payment or conversion, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth below or such other address as the undersigned shall furnish in writing to the other.

Section 4.3 Headings/Text. Article and section headings in this Note are included herein for purposes of convenience of reference only and shall not constitute a part of this Note for any other purpose. Where text requires, words in the singular will be deemed to include the plural and vice-versa, and words of any gender will be deemed to include all genders.

Section 4.4 Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, at law or in equity (including, without limitation, a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit a Holder's right to pursue actual damages for any failure by the Maker to comply with the terms of this Note. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Maker (or the performance thereof). The Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable and material harm to the Holder and that the remedy at law for any such breach may be inadequate. Therefore the Maker agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all

other available rights and remedies, at law or in equity, to seek and obtain such equitable relief, including but not limited to an injunction restraining any such breach or threatened breach, without the necessity of showing economic loss and without any bond or other security being required.

Section 4.5 Enforcement Expenses. The Maker agrees to pay all costs and expenses of enforcement of this Note, including, without limitation, reasonable attorneys' fees and expenses.

Section 4.6 Binding Effect. The obligations of the Maker and the Holder set forth herein shall be binding upon the successors and assigns of each such party, whether or not such successors or assigns are permitted by the terms hereof.

Section 4.7 Amendments. This Note may not be modified or amended in any manner except in writing executed by the Maker and the Holder.

Section 4.8 Compliance with Securities Laws. The Holder of this Note acknowledges that this Note is being acquired solely for the Holder's own account and not as a nominee for any other party, and for investment, and that the Holder shall not offer, sell or otherwise dispose of this Note.

Section 4.9 Parties in Interest. This Note shall be binding upon, inure to the benefit of and be enforceable by the Maker, the Holder and their respective successors and permitted assigns.

Section 4.10 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

Section 4.11 Maker Waivers. Except as otherwise specifically provided herein, the Maker and all others that may become liable for all or any part of the obligations evidenced by this Note, hereby waive presentment, demand, notice of nonpayment, protest and all other demands' and notices in connection with the delivery, acceptance, performance and enforcement of this Note, and do hereby consent to any number of renewals or extensions of the time or payment hereof and agree that any such renewals or extensions may be made without notice to any such persons and without affecting their liability herein and do further consent to the release of any person liable hereon, all without affecting the liability of the other persons, firms or Maker liable for the payment of this Note, AND DO HEREBY WAIVE TRIAL BY JURY.


(a) No delay or omission on the part of the Holder in exercising its rights under this Note, or course of conduct relating hereto, shall operate as a waiver of such rights or any other right of the Holder, nor shall any waiver by the Holder of any such right or rights on any one occasion be deemed a waiver of the same right or rights on any future occasion.

(b) THE MAKER ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, HEREBY WAIVES ITS RIGHT TO NOTICE

AND HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE.

Section 4.12 Severability. In the event any provision (or any part of any provision) contained in this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable.

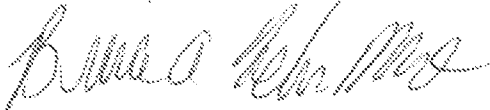
INFORMEDIX HOLDINGS, INC.

By: 

Name: Bruce A. Kehr, M.D.

Title: CEO

INFORMEDIX, INC.

By: 

Name: Bruce A. Kehr

Title: CEO

Wire Instructions

Payee:

Bank:

Address:

Bank No.:

Account No.:

Account Name:

SWIFT Code:

INFORMEDIX HOLDINGS, INC.

**SUMMARY OF PROMISSORY NOTES
COLLATERALIZED BY THE INTELLECTUAL PROPERTY OF
INFORMEDIX HOLDINGS, INC.
AS OF SEPTEMBER 23, 2009**

The Promissory Notes listed below represent the liens recorded against the value of the U.S. issued Patents of InforMedix Holdings, Inc. as of September 23, 2009. The liens related to Notes issued have been recorded with both the United States Patent and Trademark Office, and with the State of Nevada, where InforMedix Holdings, Inc was incorporated. The liens on all Notes have already or will be recorded with both the United States Patent and Trademark Office, and with the State of Nevada where InforMedix Holdings, Inc. was incorporated.

Note #		Note Face Amount	<u>Instrumental Debt Collateralized in Event of Default</u>
<i>Notes Issued on May 8, 2009:</i>			
PN-09-01	Phil Grosse	\$ 25,000	Should Maker fail to repay Holder 60% of currently due and outstanding Convertible Debt issued on April 23, 2008, in the amount of \$6,000, by November 3, 2009, then the full amount of \$10,000 shall also be secured by Holder's security interest in the info
PN-09-02	Harris Kaplan	\$ 25,000	None.
PN-09-03	Druce A. Keht, M.D.	\$ 25,000	Should Maker fail to repay Holder 60% of his unpaid Accrued Compensation earned through May 8, 2009, in the amount of \$135,722, by November 3, 2009, then the full amount accrued and unpaid as of May 8, 2009 (\$226,264) shall also be secured by Holder's
<i>Note Issued June 30, 2009:</i>			
PN-09-04	Steve Hoek	\$ 25,000	None.
PN-09-05	Rick van den Toorn	\$ 25,000	Should Maker fail to repay Holder 60% of the outstanding Convertible Debt issued on July 17, 2008 (\$100,000) and August 6, 2008 (\$30,000), in the amount of \$70,000, by December 31, 2009, then the full amount of \$130,000 shall also be secured by Holder's
<i>Note Issued July 17, 2009:</i>			
PN-09-06	Druce Keht	\$ 25,000	Maker is committed to repay Holder \$50,000 plus all accumulated interest due under Convertible Promissory Note CN-08-011 by January 17, 2010
<i>Note Issued September 4, 2009:</i>			
PN-09-07	Druce A. Keht, M.D.	\$ 4,000	None
<i>Note Issued September 11, 2009:</i>			
PN-09-08	Phil Grosse	\$ 4,000	None
PN-09-09	Rhonda Friedman	\$ 4,000	None
PN-09-10	Harris Kaplan	\$ 4,000	None
TOTAL		\$ 156,000	

The Company is also expecting receipt of funds from Rick van den Toorn, which will be recorded as PN-09-11 in the Face Amount of \$35,000. These funds are expected on or around February 25, 2009.

INFORMEDIX HOLDINGS, INC.

**Unaudited Financial Statements of
InforMedix Holdings, Inc.
As of May 31, 2009**

The following Balance Sheet (Exhibit C-1) and Statement of Operations (Exhibit C-2) represent the unaudited internal Financial Statements of InforMedix Holdings, Inc. as of May 31, 2009. As illustrated in these statements, InforMedix Holdings, Inc. is unable to meet its current and projected operating needs at the present time, and lacks the resources to retire its outstanding Liabilities.

The ability of the Company to continue as a going concern is entirely dependent upon securing additional financing or being acquired, whether by:

1. Securing the infusion of new Equity or debt investments,
2. Securing Bridge Financing to provide added time to structure a reorganization, and/or
3. Pursuing other options including the potential of being acquired.

Without additional financing or being acquired, the Management and Board of Directors of the Company cannot warrant or represent that the Company will survive.

The Company is currently servicing two revenue-producing customers who each placed their third order for services under multi-year contracts: The University of Pennsylvania Stroke Prevention Program, under which the Company provides its Med-eXpert System and Med-eMonitor appliances, combined with an automated Lottery Reward System; and The University of Texas Health Sciences Center, San Antonio Schizophrenia Program. The Company has multiple revenue-producing opportunities in incubation with regional and national companies in the independent and chain pharmacy, senior living, senior home nutrition/meals provision, non-medical home healthcare, medical home healthcare, and other industries, directly and through channel partners at various stages of development, including proposals submitted which are under negotiation, and beta programs underway, with an emphasis on moving to the Letter-of-Intent phase with these opportunities as soon as is practicable. Neither the Management nor the Board of Directors of the Company can guarantee that any of these opportunities will materialize into revenue-producing contracts.

Each prospective Promissory Note Holder of Loans receiving a collateralized position in the Intellectual Property of InforMedix Holdings, Inc. acknowledges that they have reviewed the information disclosed with these unaudited and internal Financial Statements of InforMedix Holdings, Inc. as of May 31, 2009, and that their decision to provide funding per the attached Promissory Note was made with full access to financial information on the Company, and acknowledge that he or she has received responses to any questions that they have raised to Management, in connection with their review.

InforMedix Holdings, Inc.	
Balance Sheet as of May 31, 2009	
Assets:	
Cash and Cash Equivalents	\$ 628.53
Other Current Assets:	
Accounts Receivable	-
Prepaid Assets	12,451.03
Inventory	324,126.16
Deposits	5,059.00
Total Other Current Assets	<u>341,636.19</u>
Fixed Assets:	
Fixed Assets	309,515.09
Accumulated Depreciation	(283,344.02)
Net Fixed Assets	<u>26,171.07</u>
Total Assets	<u>\$ 368,495.79</u>
Total Liabilities and Shareholders' Equity/(Deficit)	
Liabilities	
Accounts Payable	623,914.44
Contested Accounts Payable	105,985.38
Subordinated Convertible Promissory Notes	920,000.00
Discount on Sub Conv Prom Notes	(1,277.61)
Common Stock to be Issued	83,333.34
Accrued Expenses	113,987.45
Notes Payable - Unsecured	130,000.00
Notes Payable - Secured by IP	75,000.00
Accrued Compensation	595,410.90
Deferred Revenues	-
Total Liabilities	<u>2,648,353.90</u>
Shareholders Equity/(Deficit)	
Common Stock	119,985.66
Paid in Capital	30,873,528.29
Retained Earnings as of December 31, 2008	(32,626,513.79)
Loss for Period January 1 - May 31, 2009	(644,858.27)
Total S/H Equity/(Deficit)	<u>(2,277,858.11)</u>
Total Liab and S/H Equity/(Deficit)	<u>\$ 368,495.79</u>

InforMedix Holdings, Inc.		
<u>Statement of Operations thru May 31, 2009</u>		
Revenues:		
Revenues	\$	15,329.85
Costs of Goods Sold		(380.00)
Gross Margin		<u>15,709.85</u>
Operating Expenses:		
G&A, Sales, Marketing and Production		453,307.54
Non-Cash Compensation		139,170.43
Patent Expense		9,000.00
Accretion on Sub Conv Prom Note Discount		13,058.00
Interest Expense and Interest Income (Net)		33,675.07
Depreciation and Amortization		12,357.08
Total Operating Expenses		<u>660,568.12</u>
NET PROFIT/(LOSS)	\$	<u><u>(644,858.27)</u></u>

INFORMEDIX HOLDINGS, INC.

PROMISSORY NOTE

Due March 24, 2010

No. PN-09-11

\$35,000

Dated: September 25, 2009

For valuable consideration received, InforMedix Holdings, Inc., a Nevada corporation and InforMedix, Inc., a Delaware corporation (collectively "Maker"), hereby promises to pay to the order of Rick van den Toorn, Ruitersweg 40, 1901 BK, Castricum, the Netherlands (together with its successors, representatives, and permitted assigns, the "Holder"), in accordance with the terms hereinafter provided, the amount of Thirty-five thousand Dollars (\$35,000). This Promissory Note is referred to as the "Note".

As additional consideration and as collateral security for Maker's payment obligations under this Note, Maker hereby grants to Holder a security interest in the Maker's issued and pending patents, trademarks, copyrights and software (the "Intellectual Property"). The Holder's security interest in the Intellectual Property granted hereunder shall automatically terminate and be of no further force or effect upon the indefeasible payment in full of all amounts due hereunder; or upon Holder's voluntary conversion of the Note as provided below.

Holder agrees that Maker may, at Maker's sole election, place one or more additional promissory notes with the total original obligations due under those additional notes aggregating to not more than \$265,000 ("Additional Notes"), which Additional Notes will also be granted a security interest in the Maker's Intellectual Property equal in priority to the security interest granted hereby. Holder, together with each such holder of said additional promissory notes (individually an "Additional Note Holder" and collectively the "Additional Note Holders") agree that in the Event of Default (as defined below in Section 2.1) no Additional Note Holder will exercise any remedy under Sections 2.2 or 2.3 herein without the consent of the Additional Note Holders holding a majority of the interest of the Additional Notes. Maker covenants and warrants that to the extent that it grants other security interests in the Intellectual Property, all such Additional Notes will be identical in all material respects, including without limitation the pro-rata sharing of the Intellectual Property. Notwithstanding the aforesaid, such Additional Notes may be different in the amount of each promissory note.

As additional consideration, and as an amendment to PN-09-05 issued on June 30, 2009, the Maker agrees to collateralize the face amounts of previously issued Note # CN-08-09 dated July 15, 2008 and Note #CN-08-10 dated August 6, 2008, which aggregate \$130,000, with a security interest in the Maker's Intellectual Property granted hereunder.

All payments under or pursuant to this Note shall be made in United States Dollars in immediately available funds to the Holder at the address of the Holder first set forth above or at such other place as the Holder may designate from time to time in writing to the Maker or by wire transfer of funds to the Holder's account, instructions for which are attached hereto as Exhibit A. The Holder may elect, upon prior written notice to the Maker, to convert the Note into \$35,000 worth of the securities in any subsequent financing by the Maker subject to the terms, conditions and legal documentation set forth in that financing.

Maker hereby grants to Holder the right to file any financing statements, amendments, modifications, continuation statements or such other documents or instruments as Holder may determine are necessarily reasonable to perfect, continue or enforce the security interest granted hereunder.

ARTICLE I REPAYMENT

Section 1.1 \$35,000 shall be due and payable without notice or demand on March 24, 2010.

Section 1.2 Payment on Non-Business Days. Whenever any payment to be made shall be due on a Saturday, Sunday or a public holiday under the laws of the State of Maryland, such payment may be due on the next succeeding business day and such next succeeding day shall be included in the calculation of the amount of accrued interest payable on such date.

Section 1.3 Transfer. This Note may not be transferred or sold, nor pledged, hypothecated or otherwise granted as security by the Holder.

Section 1.4 Replacement. Upon receipt of a duly executed, notarized and unsecured written statement from the Holder with respect to the loss, theft or destruction of this Note (or any replacement hereof) and a standard indemnity, or, in the case of a mutilation of this Note, upon surrender and cancellation of such Note, the Maker shall issue a new Note, of like tenor and amount, in lieu of such lost, stolen, destroyed or mutilated Note without the necessity of a bond or other fees.

ARTICLE II EVENTS OF DEFAULT; REMEDIES

Section 2.1 Events of Default. The occurrence of any of the following events shall be an “Event of Default” under this Note:

- (a) the Maker shall fail to pay this Note when due;
- (b) default shall be made in the performance or observance of (i) any covenant, condition or agreement contained in this Note and such default is not fully cured within ten (10) business days after the Holder delivers written notice to the Maker of the occurrence thereof
- (c) the Maker shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property or assets, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (iv) file a petition seeking to take advantage of any bankruptcy, insolvency, moratorium, reorganization or other similar law affecting the enforcement of creditors’ rights generally, (v) acquiesce in writing to any petition filed against it in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction

(foreign or domestic), (vi) issue a notice of bankruptcy or winding down of its operations or issue a press release regarding same, or (vii) take any action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing; or

(d) a proceeding or case shall be commenced in respect of the Maker, without its application or consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, moratorium, dissolution, winding up, or composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets in connection with the liquidation or dissolution of the Maker or (iii) similar relief in respect of it under any law providing for the relief of debtors, and such proceeding or case described in clause (i), (ii) or (iii) shall continue undismissed, or unstayed and in effect, for a period of thirty (30) days or any order for relief shall be entered in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic) against the Maker or action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing shall be taken with respect to the Maker and shall continue undismissed, or unstayed and in effect for a period of thirty (30) days.

Section 2.2 Remedies Upon An Event of Default. If an Event of Default shall have occurred on this Note and shall be continuing, the Holder of this Note may at any time at its option, (a) declare the entire \$35,000 due and payable, and thereupon, the same shall be accelerated and so due and payable, without presentment, demand, protest, or notice, all of which are hereby expressly unconditionally and irrevocably waived by the Maker; and (b) exercise or otherwise enforce any one or more of the Holder's rights, powers, privileges, remedies and interests under this Note, or applicable law. No course of delay on the part of the Holder shall operate as a waiver thereof or otherwise prejudice the right of the Holder. No remedy conferred hereby shall be exclusive of any other remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

Section 2.3 Confession of Judgment. If an Event of Default has occurred, Maker hereby authorizes any attorney admitted to practice before any Court of record in the United States or the Clerk of such court to appear on behalf of Maker in any court in one or more proceeding, before any clerk thereof or any other court official, and to CONFESS JUDGMENT against the Maker in favor of Holder in the full amount due on this Note (including any principal, accrued interest and any and all charges, fees and costs) plus reasonable attorneys fees (and paralegal fees), court costs, and any and all costs and expenses in regards to collection of this Note, all without prior notice or opportunity of Maker for prior hearing. Maker agrees and consents that venue and jurisdiction shall be proper in the Circuit Court of any County of the State of Maryland or of Baltimore City, Maryland, or in the United States District Court of Maryland. The authority and power to appear for an entered judgment against Maker shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto; such authority and power may be exercised on one or more occasions from time to time, in the same or different jurisdictions, as often as Holder shall deem necessary, convenient or proper.

ARTICLE III
PREPAYMENT

Section 3.1 At any time following the Issuance Date, the Maker may prepay in cash all (but not a portion) of the \$35,000 due under this Note.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices. Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, addressed to the Maker, at its registered office, Georgetowne Office Park, 5880 Hubbard Drive, Rockville, Maryland 20852-4821, Attention: Dr. Bruce Kehr, CEO, and to the Holder at his, her or its address indicated on the first page of this Note. Any notice required or permitted by this Note shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below or as subsequently modified by written notice.

Section 4.2 Governing Law; Jurisdiction. Each of the Maker and the Holder expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the law of the State of Maryland. Each of the Maker and the Holder hereby agree that any dispute which may arise between them arising out of or in connection with this Note shall be adjudicated before a court located in the State of Maryland and they hereby submit to the exclusive jurisdiction of the courts of the State of Maryland and the federal courts located in the state of Maryland with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Note or any acts or omissions relating to its payment or conversion, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth below or such other address as the undersigned shall furnish in writing to the other.

Section 4.3 Headings/Text. Article and section headings in this Note are included herein for purposes of convenience of reference only and shall not constitute a part of this Note for any other purpose. Where text requires, words in the singular will be deemed to include the plural and vice-versa, and words of any gender will be deemed to include all genders.

Section 4.4 Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, at law or in equity (including, without limitation, a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit a Holder's right to pursue actual damages for any failure by the Maker to comply with the terms of this Note. Amounts set forth or provided for herein with respect to payments,

conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Maker (or the performance thereof). The Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable and material harm to the Holder and that the remedy at law for any such breach may be inadequate. Therefore the Maker agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all other available rights and remedies, at law or in equity, to seek and obtain such equitable relief, including but not limited to an injunction restraining any such breach or threatened breach, without the necessity of showing economic loss and without any bond or other security being required.

Section 4.5 Enforcement Expenses. The Maker agrees to pay all costs and expenses of enforcement of this Note, including, without limitation, reasonable attorneys' fees and expenses.

Section 4.6 Binding Effect. The obligations of the Maker and the Holder set forth herein shall be binding upon the successors and assigns of each such party, whether or not such successors or assigns are permitted by the terms hereof.

Section 4.7 Amendments. This Note may not be modified or amended in any manner except in writing executed by the Maker and the Holder.

Section 4.8 Compliance with Securities Laws. The Holder of this Note acknowledges that this Note is being acquired solely for the Holder's own account and not as a nominee for any other party, and for investment, and that the Holder shall not offer, sell or otherwise dispose of this Note.

Section 4.9 Parties in Interest. This Note shall be binding upon, inure to the benefit of and be enforceable by the Maker, the Holder and their respective successors and permitted assigns.

Section 4.10 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

Section 4.11 Maker Waivers. Except as otherwise specifically provided herein, the Maker and all others that may become liable for all or any part of the obligations evidenced by this Note, hereby waive presentment, demand, notice of nonpayment, protest and all other demands' and notices in connection with the delivery, acceptance, performance and enforcement of this Note, and do hereby consent to any number of renewals or extensions of the time or payment hereof and agree that any such renewals or extensions may be made without notice to any such persons and without affecting their liability herein and do further consent to the release of any person liable hereon, all without affecting the liability of the other persons, firms or Maker liable for the payment of this Note, AND DO HEREBY WAIVE TRIAL BY JURY.

(a) No delay or omission on the part of the Holder in exercising its rights under this Note, or course of conduct relating hereto, shall operate as a waiver of such rights or

any other right of the Holder, nor shall any waiver by the Holder of any such right or rights on any one occasion be deemed a waiver of the same right or rights on any future occasion.

(b) THE MAKER ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE.

Section 4.12 Severability. In the event any provision (or any part of any provision) contained in this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable.

INFORMEDIX HOLDINGS, INC.



By _____
Name: Bruce A. Kehr
Title: CEO

INFORMEDIX, INC.

By _____


Name: Bruce A. Kehr
Title: CEO

Wire Instructions

Payee: _____

Bank: _____

Address: _____

Bank No.: _____

Account No.: _____

Account Name: _____

SWIFT Code: _____

INFORMEDIX HOLDINGS, INC.

SUMMARY OF PROMISSORY NOTES
COLLATERALIZED BY THE INTELLECTUAL PROPERTY OF
INFORMEDIX HOLDINGS, INC.
AS OF SEPTEMBER 15, 2009

The Promissory Notes listed below represent the liens recorded against the value of the U.S. issued Patents of InforMedix Holdings, Inc. as of September 15, 2009. The liens related to Notes issued have been recorded with both the United States Patent and Trademark Office, and with the State of Nevada, where InforMedix Holdings, Inc was incorporated. The liens on all Notes have already or will be recorded with both the United States Patent and Trademark Office, and with the State of Nevada where InforMedix Holdings, Inc. was incorporated.

<u>Note #</u>	<u>Note Face Amount</u>	<u>Incremental Debt Collateralized in Event of Default</u>
Notes Issued on May 8, 2009:		
PN-09-01 Phil Gross	\$ 25,000	Should Maker fail to repay Holder 60% of currently due and outstanding Convertible Debt issued on April 23, 2008, in the amount of \$6,000, by November 8, 2009, then the full amount of \$10,000 shall also be secured by Holder's security interest in the inte
PN-09-02 Harris Kaplan	\$ 25,000	None.
PN-09-03 Bruce A. Kehr, M.D.	\$ 25,000	Should Maker fail to repay Holder 60% of his unpaid Accrued Compensation earned through May 8, 2009, in the amount of \$135,722, by November 8, 2009, then the full amount accrued and unpaid as of May 8, 2009 (\$226,204) shall also be secured by Holder's s
Note Issued June 30, 2009:		
PN-09-04 Steve Sack	\$ 15,000	None.
PN-09-05 Rick van den Toorn	\$ 25,000	Should Maker fail to repay Holder 60% of the outstanding Convertible Debt issued on July 15, 2008 (\$100,000) and August 6, 2008 (\$30,000), in the amount of \$78,000, by December 30, 2009, then the full amount of \$130,000 shall also be secured by Holder's s
Note Issued July 17, 2009:		
PN-09-06 Bruce Morra	\$ 25,000	Maker is committed to repay Holder \$50,000 plus all accumulated interest due under Convertible Promissory Note CN-08-01 by January 17, 2010.
Note Issued September 4, 2009:		
PN-09-07 Bruce A. Kehr, M.D.	\$ 4,500	None
Note Issued September 11, 2009:		
PN-09-08 Phil Gross	\$ 4,500	None
PN-09-09 Rhonda Friedman	\$ 4,500	None
PN-09-10 Harris Kaplan	\$ 4,500	None
TOTAL	\$ 158,000	

Exhibit C

INFORMEDIX HOLDINGS, INC.

**Unaudited Financial Statements of
InforMedix Holdings, Inc.
As of May 31, 2009**

The following Balance Sheet (Exhibit C-1) and Statement of Operations (Exhibit C-2) represent the unaudited internal Financial Statements of InforMedix Holdings, Inc. as of May 31, 2009. As illustrated in these statements, InforMedix Holdings, Inc. is unable to meet its current and projected operating needs at the present time, and lacks the resources to retire its outstanding Liabilities.

The ability of the Company to continue as a going concern is entirely dependent upon securing additional financing or being acquired, whether by:

1. Securing the infusion of new Equity or debt investments,
2. Securing Bridge Financing to provide added time to structure a reorganization, and/or
3. Pursuing other options including the potential of being acquired.

Without additional financing or being acquired, the Management and Board of Directors of the Company cannot warrant or represent that the Company will survive.

The Company is currently servicing two revenue-producing customers who each placed their third order for services under multi-year contracts: The University of Pennsylvania Stroke Prevention Program, under which the Company provides its Med-eXpert System and Med-eMonitor appliances, combined with an automated Lottery Reward System; and The University of Texas Health Sciences Center, San Antonio Schizophrenia Program. The Company has multiple revenue-producing opportunities in incubation with regional and national companies in the independent and chain pharmacy, senior living, senior home nutrition/meals provision, non-medical home healthcare, medical home healthcare, and other industries, directly and through channel partners at various stages of development, including proposals submitted which are under negotiation, and beta programs underway, with an emphasis on moving to the Letter-of-Intent phase with these opportunities as soon as is practicable. Neither the Management nor the Board of Directors of the Company can guarantee that any of these opportunities will materialize into revenue-producing contracts.

Each prospective Promissory Note Holder of Loans receiving a collateralized position in the Intellectual Property of InforMedix Holdings, Inc. acknowledges that they have reviewed the information disclosed with these unaudited and internal Financial Statements of InforMedix Holdings, Inc. as of May 31, 2009, and that their decision to provide funding per the attached Promissory Note was made with full access to financial information on the Company, and acknowledge that he or she has received responses to any questions that they have raised to Management, in connection with their review.

InforMedix Holdings, Inc.	
Balance Sheet as of May 31, 2009	
Assets:	
Cash and Cash Equivalents	\$ 688.53
Other Current Assets:	
Accounts Receivable	-
Prepaid Assets	12,451.03
Inventory	324,126.16
Deposits	5,059.00
Total Other Current Assets	<u>341,636.19</u>
Fixed Assets:	
Fixed Assets	309,515.09
Accumulated Depreciation	(283,344.02)
Net Fixed Assets	<u>26,171.07</u>
Total Assets	<u>\$ 368,495.79</u>
Total Liabilities and Shareholders' Equity/(Deficit)	
Liabilities	
Accounts Payable	623,914.44
Contested Accounts Payable	105,985.38
Subordinated Convertible Promissory Notes	920,000.00
Discount on Sub-Conv Prom Notes	(1,277.61)
Common Stock to be Issued	83,333.34
Accrued Expenses	113,987.45
Notes Payable - Unsecured	130,000.00
Notes Payable - Secured by IP	75,000.00
Accrued Compensation	595,410.90
Deferred Revenues	-
Total Liabilities	<u>2,646,353.90</u>
Shareholders Equity/(Deficit)	
Common Stock	119,985.66
Paid in Capital	30,873,528.29
Retained Earnings as of December 31, 2008	(32,626,513.79)
Loss for Period January 1 - May 31, 2009	(644,858.27)
Total S/H Equity/(Deficit)	<u>(2,277,858.11)</u>
Total Liab and S/H Equity/(Deficit)	<u>368,495.79</u>

InforMedix Holdings, Inc. <u>Statement of Operations thru May 31, 2009</u>		
Revenues:		
Revenues	\$	15,329.85
Costs of Goods Sold		(380.00)
		15,709.85
Gross Margin		
Operating Expenses:		
G&A, Sales, Marketing and Production		453,307.54
Non-Cash Compensation		139,170.43
Patent Expense		9,000.00
Accretion on Sub Conv Prom Note Discount		13,058.00
Interest Expense and Interest Income (Net)		33,675.07
Depreciation and Amortization		12,357.08
		660,568.12
		Total Operating Expenses
		NET PROFIT/(LOSS)
	\$	(644,858.27)

INFORMEDIX HOLDINGS, INC.

PROMISSORY NOTE

Due March 10, 2010

No. PN-09-10

\$4,500

Dated: September 11, 2009

For valuable consideration received, InforMedix Holdings, Inc., a Nevada corporation and InforMedix, Inc., a Delaware corporation (collectively "Maker"), hereby promises to pay to the order of Harris Kaplan (together with its successors, representatives, and permitted assigns, the "Holder"), in accordance with the terms hereinafter provided, the amount of Four Thousand Five Hundred Dollars (\$4,500). This Promissory Note is referred to as the "Note".

As additional consideration and as collateral security for Maker's payment obligations under this Note, Maker hereby grants to Holder a security interest in the Maker's issued and pending patents, trademarks, copyrights and software (the "Intellectual Property"). The Holder's security interest in the Intellectual Property granted hereunder shall automatically terminate and be of no further force or effect upon the indefeasible payment in full of all amounts due hereunder; or upon Holder's voluntary conversion of the Note as provided below.

Holder agrees that Maker may, at Maker's sole election, place one or more additional promissory notes with the total original obligations due under those additional notes aggregating to not more than \$295,500 ("Additional Notes"), which Additional Notes will also be granted a security interest in the Maker's Intellectual Property equal in priority to the security interest granted hereby. Holder, together with each such holder of said additional promissory notes (individually an "Additional Note Holder" and collectively the "Additional Note Holders") agree that in the Event of Default (as defined below in Section 2.1) no Additional Note Holder will exercise any remedy under Sections 2.2 or 2.3 herein without the consent of the Additional Note Holders holding a majority of the interest of the Additional Notes. Maker covenants and warrants that to the extent that it grants other security interests in the Intellectual Property, all such Additional Notes will be identical in all material respects, including without limitation the pro-rata sharing of the Intellectual Property. Notwithstanding the aforesaid, such Additional Notes may be different in the amount of each promissory note.

All payments under or pursuant to this Note shall be made in United States Dollars in immediately available funds to the Holder at the address of the Holder first set forth above or at such other place as the Holder may designate from time to time in writing to the Maker or by wire transfer of funds to the Holder's account, instructions for which are attached hereto as Exhibit A. The Holder may elect, upon prior written notice to the Maker, to convert the Note into \$4,500 worth of the securities in any subsequent financing by the Maker subject to the terms, conditions and legal documentation set forth in that financing.

Maker hereby grants to Holder the right to file any financing statements, amendments, modifications, continuation statements or such other documents or instruments as Holder may determine are necessarily reasonable to perfect, continue or enforce the security interest granted hereunder.

ARTICLE I
REPAYMENT

Section 1.1 \$4,500 shall be due and payable without notice or demand on March 10, 2010.

Section 1.2 Payment on Non-Business Days. Whenever any payment to be made shall be due on a Saturday, Sunday or a public holiday under the laws of the State of Maryland, such payment may be due on the next succeeding business day and such next succeeding day shall be included in the calculation of the amount of accrued interest payable on such date.

Section 1.3 Transfer. This Note may not be transferred or sold, nor pledged, hypothecated or otherwise granted as security by the Holder.

Section 1.4 Replacement. Upon receipt of a duly executed, notarized and unsecured written statement from the Holder with respect to the loss, theft or destruction of this Note (or any replacement hereof) and a standard indemnity, or, in the case of a mutilation of this Note, upon surrender and cancellation of such Note, the Maker shall issue a new Note, of like tenor and amount, in lieu of such lost, stolen, destroyed or mutilated Note without the necessity of a bond or other fees.

ARTICLE II
EVENTS OF DEFAULT; REMEDIES

Section 2.1 Events of Default. The occurrence of any of the following events shall be an "Event of Default" under this Note:

- (a) the Maker shall fail to pay this Note when due;
- (b) default shall be made in the performance or observance of (i) any covenant, condition or agreement contained in this Note and such default is not fully cured within ten (10) business days after the Holder delivers written notice to the Maker of the occurrence thereof
- (c) the Maker shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property or assets, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (iv) file a petition seeking to take advantage of any bankruptcy, insolvency, moratorium, reorganization or other similar law affecting the enforcement of creditors' rights generally, (v) acquiesce in writing to any petition filed against it in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (vi) issue a notice of bankruptcy or winding down of its operations or issue a press release regarding same, or (vii) take any action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing; or

(d) a proceeding or case shall be commenced in respect of the Maker, without its application or consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, moratorium, dissolution, winding up, or composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets in connection with the liquidation or dissolution of the Maker or (iii) similar relief in respect of it under any law providing for the relief of debtors, and such proceeding or case described in clause (i), (ii) or (iii) shall continue undismissed, or unstayed and in effect, for a period of thirty (30) days or any order for relief shall be entered in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic) against the Maker or action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing shall be taken with respect to the Maker and shall continue undismissed, or unstayed and in effect for a period of thirty (30) days.

Section 2.2 Remedies Upon An Event of Default. If an Event of Default shall have occurred on this Note and shall be continuing, the Holder of this Note may at any time at its option, (a) declare the entire \$4,500 due and payable, and thereupon, the same shall be accelerated and so due and payable, without presentment, demand, protest, or notice, all of which are hereby expressly unconditionally and irrevocably waived by the Maker; and (b) exercise or otherwise enforce any one or more of the Holder's rights, powers, privileges, remedies and interests under this Note, or applicable law. No course of delay on the part of the Holder shall operate as a waiver thereof or otherwise prejudice the right of the Holder. No remedy conferred hereby shall be exclusive of any other remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

Section 2.3 Confession of Judgment. If an Event of Default has occurred, Maker hereby authorizes any attorney admitted to practice before any Court of record in the United States or the Clerk of such court to appear on behalf of Maker in any court in one or more proceeding, before any clerk thereof or any other court official, and to CONFESS JUDGMENT against the Maker in favor of Holder in the full amount due on this Note (including any principal, accrued interest and any and all charges, fees and costs) plus reasonable attorneys fees (and paralegal fees), court costs, and any and all costs and expenses in regards to collection of this Note, all without prior notice or opportunity of Maker for prior hearing. Maker agrees and consents that venue and jurisdiction shall be proper in the Circuit Court of any County of the State of Maryland or of Baltimore City, Maryland, or in the United States District Court of Maryland. The authority and power to appear for an entered judgment against Maker shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto; such authority and power may be exercised on one or more occasions from time to time, in the same or different jurisdictions, as often as Holder shall deem necessary, convenient or proper.

ARTICLE III PREPAYMENT

Section 3.1 At any time following the Issuance Date, the Maker may prepay in cash all (but not a portion) of the \$4,500 due under this Note.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices. Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, addressed to the Maker, at its registered office, Georgetowne Office Park, 5880 Hubbard Drive, Rockville, Maryland 20852-4821, Attention: Dr. Bruce Kehr, CEO, and to the Holder at his, her or its address indicated on the first page of this Note. Any notice required or permitted by this Note shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below or as subsequently modified by written notice.

Section 4.2 Governing Law; Jurisdiction. Each of the Maker and the Holder expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the law of the State of Maryland. Each of the Maker and the Holder hereby agree that any dispute which may arise between them arising out of or in connection with this Note shall be adjudicated before a court located in the State of Maryland and they hereby submit to the exclusive jurisdiction of the courts of the State of Maryland and the federal courts located in the state of Maryland with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Note or any acts or omissions relating to its payment or conversion, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth below or such other address as the undersigned shall furnish in writing to the other.

Section 4.3 Headings/Text. Article and section headings in this Note are included herein for purposes of convenience of reference only and shall not constitute a part of this Note for any other purpose. Where text requires, words in the singular will be deemed to include the plural and vice-versa, and words of any gender will be deemed to include all genders.

Section 4.4 Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, at law or in equity (including, without limitation, a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit a Holder's right to pursue actual damages for any failure by the Maker to comply with the terms of this Note. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Maker (or the performance thereof). The Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable and material harm to the Holder and that the remedy at law for any such breach may be inadequate. Therefore the Maker agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all

other available rights and remedies, at law or in equity, to seek and obtain such equitable relief, including but not limited to an injunction restraining any such breach or threatened breach, without the necessity of showing economic loss and without any bond or other security being required.

Section 4.5 Enforcement Expenses. The Maker agrees to pay all costs and expenses of enforcement of this Note, including, without limitation, reasonable attorneys' fees and expenses.

Section 4.6 Binding Effect. The obligations of the Maker and the Holder set forth herein shall be binding upon the successors and assigns of each such party, whether or not such successors or assigns are permitted by the terms hereof.

Section 4.7 Amendments. This Note may not be modified or amended in any manner except in writing executed by the Maker and the Holder.

Section 4.8 Compliance with Securities Laws. The Holder of this Note acknowledges that this Note is being acquired solely for the Holder's own account and not as a nominee for any other party, and for investment, and that the Holder shall not offer, sell or otherwise dispose of this Note.

Section 4.9 Parties in Interest. This Note shall be binding upon, inure to the benefit of and be enforceable by the Maker, the Holder and their respective successors and permitted assigns.

Section 4.10 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

Section 4.11 Maker Waivers. Except as otherwise specifically provided herein, the Maker and all others that may become liable for all or any part of the obligations evidenced by this Note, hereby waive presentment, demand, notice of nonpayment, protest and all other demands' and notices in connection with the delivery, acceptance, performance and enforcement of this Note, and do hereby consent to any number of renewals or extensions of the time or payment hereof and agree that any such renewals or extensions may be made without notice to any such persons and without affecting their liability herein and do further consent to the release of any person liable hereon, all without affecting the liability of the other persons, firms or Maker liable for the payment of this Note, AND DO HEREBY WAIVE TRIAL BY JURY.


(a) No delay or omission on the part of the Holder in exercising its rights under this Note, or course of conduct relating hereto, shall operate as a waiver of such rights or any other right of the Holder, nor shall any waiver by the Holder of any such right or rights on any one occasion be deemed a waiver of the same right or rights on any future occasion.

(b) THE MAKER ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, HEREBY WAIVES ITS RIGHT TO NOTICE

AND HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE.


Section 4.12 Severability. In the event any provision (or any part of any provision) contained in this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable.

INFORMEDIX HOLDINGS, INC.

By: 

Name: Bruce A. Kehr, M.D.
Title: CEO

INFORMEDIX, INC.

By: 

Name: Bruce A. Kehr
Title: CEO

Wire Instructions

Payee: _____

Bank: _____

Address: _____

Bank No.: _____

Account No.: _____

Account Name: _____

SWIFT Code: _____

INFORMEDIX HOLDINGS, INC.

SUMMARY OF PROMISSORY NOTES
COLLATERALIZED BY THE INTELLECTUAL PROPERTY OF
INFORMEDIX HOLDINGS, INC.
AS OF AUGUST 31, 2009

The Promissory Notes listed below represent the liens recorded against the value of the U.S. issued Patents of InforMedix Holdings, Inc. as of August 31, 2009. The liens related to Notes issued have been recorded with both the United States Patent and Trademark Office, and with the State of Nevada, where InforMedix Holdings, Inc was incorporated. The liens on all Notes have already or will be recorded with both the United States Patent and Trademark Office, and with the State of Nevada where InforMedix Holdings, Inc. was incorporated.

<u>Note #</u>	<u>Note Face Amount</u>	<u>Incremental Debt Collateralized in Event of Default</u>
Notes Issued on May 8, 2009:		
PN-09-01 Phil Gross	\$ 25,000	Should Maker fail to repay Holder 60% of currently due and outstanding Convertible Debt issued on April 23, 2008, in the amount of \$6,000, by November 8, 2009, then the full amount of \$10,000 shall also be secured by Holder's security interest in the inte
PN-09-02 Harris Kaplan	\$ 25,000	None.
PN-09-03 Bruce A. Kehr, M.D.	\$ 25,000	Should Maker fail to repay Holder 60% of his unpaid Accrued Compensation earned through May 8, 2009, in the amount of \$135,722, by November 8, 2009, then the full amount accrued and unpaid as of May 8, 2009 (\$226,204) shall also be secured by Holder's s
Note Issued June 30, 2009:		
PN-09-04 Steve Sack	\$ 15,000	None.
PN-09-05 Rick van den Toorn	\$ 25,000	Should Maker fail to repay Holder 60% of the outstanding Convertible Debt issued on July 15, 2008 (\$100,000) and August 6, 2008 (\$30,000), in the amount of \$78,000, by December 30, 2009, then the full amount of \$130,000 shall also be secured by Holder's s
Note Issued July 17, 2009:		
PN-09-06 Bruce Morra	\$ 25,000	Maker is committed to repay Holder \$50,000 plus all accumulated interest due under Convertible Promissory Note CN-08-01 by January 17, 2010.
TOTAL	\$ 140,000	

INFORMEDIX HOLDINGS, INC.

**Unaudited Financial Statements of
InforMedix Holdings, Inc.
As of May 31, 2009**

The following Balance Sheet (Exhibit C-1) and Statement of Operations (Exhibit C-2) represent the unaudited internal Financial Statements of InforMedix Holdings, Inc. as of May 31, 2009. As illustrated in these statements, InforMedix Holdings, Inc. is unable to meet its current and projected operating needs at the present time, and lacks the resources to retire its outstanding Liabilities.

The ability of the Company to continue as a going concern is entirely dependent upon securing additional financing or being acquired, whether by:

1. Securing the infusion of new Equity or debt investments,
2. Securing Bridge Financing to provide added time to structure a reorganization, and/or
3. Pursuing other options including the potential of being acquired.

Without additional financing or being acquired, the Management and Board of Directors of the Company cannot warrant or represent that the Company will survive.

The Company is currently servicing two revenue-producing customers who each placed their third order for services under multi-year contracts: The University of Pennsylvania Stroke Prevention Program, under which the Company provides its Med-eXpert System and Med-eMonitor appliances, combined with an automated Lottery Reward System; and The University of Texas Health Sciences Center, San Antonio Schizophrenia Program. The Company has multiple revenue-producing opportunities in incubation with regional and national companies in the independent and chain pharmacy, senior living, senior home nutrition/meals provision, non-medical home healthcare, medical home healthcare, and other industries, directly and through channel partners at various stages of development, including proposals submitted which are under negotiation, and beta programs underway, with an emphasis on moving to the Letter-of-Intent phase with these opportunities as soon as is practicable. Neither the Management nor the Board of Directors of the Company can guarantee that any of these opportunities will materialize into revenue-producing contracts.

Each prospective Promissory Note Holder of Loans receiving a collateralized position in the Intellectual Property of InforMedix Holdings, Inc. acknowledges that they have reviewed the information disclosed with these unaudited and internal Financial Statements of InforMedix Holdings, Inc. as of May 31, 2009, and that their decision to provide funding per the attached Promissory Note was made with full access to financial information on the Company, and acknowledge that he or she has received responses to any questions that they have raised to Management, in connection with their review.

InforMedix Holdings, Inc.	
Balance Sheet as of May 31, 2009	
Assets:	
Cash and Cash Equivalents	\$ 688.53
Other Current Assets:	
Accounts Receivable	-
Prepaid Assets	12,451.03
Inventory	324,126.16
Deposits	5,059.00
Total Other Current Assets	<u>341,636.19</u>
Fixed Assets:	
Fixed Assets	309,515.09
Accumulated Depreciation	(283,344.02)
Net Fixed Assets	<u>26,171.07</u>
Total Assets	<u>\$ 368,495.79</u>
Total Liabilities and Shareholders' Equity/(Deficit)	
Liabilities	
Accounts Payable	623,914.44
Contested Accounts Payable	105,985.38
Subordinated Convertible Promissory Notes	920,000.00
Discount on Sub Conv Prom Notes	(1,277.61)
Common Stock to be Issued	83,333.34
Accrued Expenses	113,987.45
Notes Payable - Unsecured	130,000.00
Notes Payable - Secured by IP	75,000.00
Accrued Compensation	595,410.90
Deferred Revenues	-
Total Liabilities	<u>2,646,353.90</u>
Shareholders Equity/(Deficit)	
Common Stock	119,985.66
Paid in Capital	30,873,528.29
Retained Earnings as of December 31, 2008	(32,626,513.79)
Loss for Period January 1 - May 31, 2009	(644,858.27)
Total S/H Equity/(Deficit)	<u>(2,277,858.11)</u>
Total Liab and S/H Equity/(Deficit)	<u>368,495.79</u>

InforMedix Holdings, Inc.	
<u>Statement of Operations thru May 31, 2009</u>	
Revenues:	
Revenues	\$ 15,329.85
Costs of Goods Sold	(380.00)
Gross Margin	<u>15,709.85</u>
Operating Expenses:	
G&A, Sales, Marketing and Production	453,307.54
Non-Cash Compensation	139,170.43
Patent Expense	9,000.00
Accretion on Sub Conv Prom Note Discount	13,058.00
Interest Expense and Interest Income (Net)	33,675.07
Depreciation and Amortization	12,357.08
Total Operating Expenses	<u>660,568.12</u>
NET PROFIT/(LOSS)	<u>\$ (644,858.27)</u>

INFORMEDIX HOLDINGS, INC.

PROMISSORY NOTE

Due March 10, 2010

No. PN-09-09

\$4,500

Dated: September 11, 2009

For valuable consideration received, InforMedix Holdings, Inc., a Nevada corporation and InforMedix, Inc., a Delaware corporation (collectively "Maker"), hereby promises to pay to the order of Rhonda Friedman (together with its successors, representatives, and permitted assigns, the "Holder"), in accordance with the terms hereinafter provided, the amount of Four Thousand Five Hundred Dollars (\$4,500). This Promissory Note is referred to as the "Note".

As additional consideration and as collateral security for Maker's payment obligations under this Note, Maker hereby grants to Holder a security interest in the Maker's issued and pending patents, trademarks, copyrights and software (the "Intellectual Property"). The Holder's security interest in the Intellectual Property granted hereunder shall automatically terminate and be of no further force or effect upon the indefeasible payment in full of all amounts due hereunder; or upon Holder's voluntary conversion of the Note as provided below.

Holder agrees that Maker may, at Maker's sole election, place one or more additional promissory notes with the total original obligations due under those additional notes aggregating to not more than \$295,500 ("Additional Notes"), which Additional Notes will also be granted a security interest in the Maker's Intellectual Property equal in priority to the security interest granted hereby. Holder, together with each such holder of said additional promissory notes (individually an "Additional Note Holder" and collectively the "Additional Note Holders") agree that in the Event of Default (as defined below in Section 2.1) no Additional Note Holder will exercise any remedy under Sections 2.2 or 2.3 herein without the consent of the Additional Note Holders holding a majority of the interest of the Additional Notes. Maker covenants and warrants that to the extent that it grants other security interests in the Intellectual Property, all such Additional Notes will be identical in all material respects, including without limitation the pro-rata sharing of the Intellectual Property. Notwithstanding the aforesaid, such Additional Notes may be different in the amount of each promissory note.

All payments under or pursuant to this Note shall be made in United States Dollars in immediately available funds to the Holder at the address of the Holder first set forth above or at such other place as the Holder may designate from time to time in writing to the Maker or by wire transfer of funds to the Holder's account, instructions for which are attached hereto as Exhibit A. The Holder may elect, upon prior written notice to the Maker, to convert the Note into \$4,500 worth of the securities in any subsequent financing by the Maker subject to the terms, conditions and legal documentation set forth in that financing.

Maker hereby grants to Holder the right to file any financing statements, amendments, modifications, continuation statements or such other documents or instruments as Holder may determine are necessarily reasonable to perfect, continue or enforce the security interest granted hereunder.

ARTICLE I
REPAYMENT

Section 1.1 \$4,500 shall be due and payable without notice or demand on March 10, 2010.

Section 1.2 Payment on Non-Business Days. Whenever any payment to be made shall be due on a Saturday, Sunday or a public holiday under the laws of the State of Maryland, such payment may be due on the next succeeding business day and such next succeeding day shall be included in the calculation of the amount of accrued interest payable on such date.

Section 1.3 Transfer. This Note may not be transferred or sold, nor pledged, hypothecated or otherwise granted as security by the Holder.

Section 1.4 Replacement. Upon receipt of a duly executed, notarized and unsecured written statement from the Holder with respect to the loss, theft or destruction of this Note (or any replacement hereof) and a standard indemnity, or, in the case of a mutilation of this Note, upon surrender and cancellation of such Note, the Maker shall issue a new Note, of like tenor and amount, in lieu of such lost, stolen, destroyed or mutilated Note without the necessity of a bond or other fees.

ARTICLE II
EVENTS OF DEFAULT; REMEDIES

Section 2.1 Events of Default. The occurrence of any of the following events shall be an "Event of Default" under this Note:

- (a) the Maker shall fail to pay this Note when due;
- (b) default shall be made in the performance or observance of (i) any covenant, condition or agreement contained in this Note and such default is not fully cured within ten (10) business days after the Holder delivers written notice to the Maker of the occurrence thereof
- (c) the Maker shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property or assets, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (iv) file a petition seeking to take advantage of any bankruptcy, insolvency, moratorium, reorganization or other similar law affecting the enforcement of creditors' rights generally, (v) acquiesce in writing to any petition filed against it in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (vi) issue a notice of bankruptcy or winding down of its operations or issue a press release regarding same, or (vii) take any action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing; or

(d) a proceeding or case shall be commenced in respect of the Maker, without its application or consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, moratorium, dissolution, winding up, or composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets in connection with the liquidation or dissolution of the Maker or (iii) similar relief in respect of it under any law providing for the relief of debtors, and such proceeding or case described in clause (i), (ii) or (iii) shall continue undismissed, or unstayed and in effect, for a period of thirty (30) days or any order for relief shall be entered in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic) against the Maker or action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing shall be taken with respect to the Maker and shall continue undismissed, or unstayed and in effect for a period of thirty (30) days.

Section 2.2 Remedies Upon An Event of Default. If an Event of Default shall have occurred on this Note and shall be continuing, the Holder of this Note may at any time at its option, (a) declare the entire \$4,500 due and payable, and thereupon, the same shall be accelerated and so due and payable, without presentment, demand, protest, or notice, all of which are hereby expressly unconditionally and irrevocably waived by the Maker; and (b) exercise or otherwise enforce any one or more of the Holder's rights, powers, privileges, remedies and interests under this Note, or applicable law. No course of delay on the part of the Holder shall operate as a waiver thereof or otherwise prejudice the right of the Holder. No remedy conferred hereby shall be exclusive of any other remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

Section 2.3 Confession of Judgment. If an Event of Default has occurred, Maker hereby authorizes any attorney admitted to practice before any Court of record in the United States or the Clerk of such court to appear on behalf of Maker in any court in one or more proceeding, before any clerk thereof or any other court official, and to CONFESS JUDGMENT against the Maker in favor of Holder in the full amount due on this Note (including any principal, accrued interest and any and all charges, fees and costs) plus reasonable attorneys fees (and paralegal fees), court costs, and any and all costs and expenses in regards to collection of this Note, all without prior notice or opportunity of Maker for prior hearing. Maker agrees and consents that venue and jurisdiction shall be proper in the Circuit Court of any County of the State of Maryland or of Baltimore City, Maryland, or in the United States District Court of Maryland. The authority and power to appear for an entered judgment against Maker shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto; such authority and power may be exercised on one or more occasions from time to time, in the same or different jurisdictions, as often as Holder shall deem necessary, convenient or proper.

ARTICLE III PREPAYMENT

Section 3.1 At any time following the Issuance Date, the Maker may prepay in cash all (but not a portion) of the \$4,500 due under this Note.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices. Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, addressed to the Maker, at its registered office, Georgetowne Office Park, 5880 Hubbard Drive, Rockville, Maryland 20852-4821, Attention: Dr. Bruce Kehr, CEO, and to the Holder at his, her or its address indicated on the first page of this Note. Any notice required or permitted by this Note shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below or as subsequently modified by written notice.

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other available rights and remedies, at law or in equity, to seek and obtain such equitable relief, including but not limited to an injunction restraining any such breach or threatened breach, without the necessity of showing economic loss and without any bond or other security being required.

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(a) No delay or omission on the part of the Holder in exercising its rights under this Note, or course of conduct relating hereto, shall operate as a waiver of such rights or any other right of the Holder, nor shall any waiver by the Holder of any such right or rights on any one occasion be deemed a waiver of the same right or rights on any future occasion.

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INFORMEDIX HOLDINGS, INC.

By: 

Name: Bruce A. Kehr, M.D.
Title: CEO

INFORMEDIX, INC.

By: 

Name: Bruce A. Kehr
Title: CEO

Wire Instructions

Payee: _____

Bank: _____

Address: _____

Bank No.: _____

Account No.: _____

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SWIFT Code: _____

INFORMEDIX HOLDINGS, INC.
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COLLATERALIZED BY THE INTELLECTUAL PROPERTY OF
INFORMEDIX HOLDINGS, INC.
AS OF AUGUST 31, 2009

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INFORMEDIX HOLDINGS, INC.

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InforMedix Holdings, Inc.
As of May 31, 2009**

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3. Pursuing other options including the potential of being acquired.

Without additional financing or being acquired, the Management and Board of Directors of the Company cannot warrant or represent that the Company will survive.

The Company is currently servicing two revenue-producing customers who each placed their third order for services under multi-year contracts: The University of Pennsylvania Stroke Prevention Program, under which the Company provides its Med-eXpert System and Med-eMonitor appliances, combined with an automated Lottery Reward System; and The University of Texas Health Sciences Center, San Antonio Schizophrenia Program. The Company has multiple revenue-producing opportunities in incubation with regional and national companies in the independent and chain pharmacy, senior living, senior home nutrition/meals provision, non-medical home healthcare, medical home healthcare, and other industries, directly and through channel partners at various stages of development, including proposals submitted which are under negotiation, and beta programs underway, with an emphasis on moving to the Letter-of-Intent phase with these opportunities as soon as is practicable. Neither the Management nor the Board of Directors of the Company can guarantee that any of these opportunities will materialize into revenue-producing contracts.

Each prospective Promissory Note Holder of Loans receiving a collateralized position in the Intellectual Property of InforMedix Holdings, Inc. acknowledges that they have reviewed the information disclosed with these unaudited and internal Financial Statements of InforMedix Holdings, Inc. as of May 31, 2009, and that their decision to provide funding per the attached Promissory Note was made with full access to financial information on the Company, and acknowledge that he or she has received responses to any questions that they have raised to Management, in connection with their review.

InforMedix Holdings, Inc.	
Balance Sheet as of May 31, 2009	
Assets:	
Cash and Cash Equivalents	\$ 688.53
Other Current Assets:	
Accounts Receivable	-
Prepaid Assets	12,451.03
Inventory	324,126.16
Deposits	5,059.00
Total Other Current Assets	<u>341,636.19</u>
Fixed Assets:	
Fixed Assets	309,515.09
Accumulated Depreciation	(283,344.02)
Net Fixed Assets	<u>26,171.07</u>
Total Assets	<u>\$ 368,495.79</u>
Total Liabilities and Shareholders' Equity/(Deficit)	
Liabilities	
Accounts Payable	623,914.44
Contested Accounts Payable	105,985.38
Subordinated Convertible Promissory Notes	920,000.00
Discount on Sub Conv Prom Notes	(1,277.61)
Common Stock to be Issued	83,333.34
Accrued Expenses	113,987.45
Notes Payable - Unsecured	130,000.00
Notes Payable - Secured by IP	75,000.00
Accrued Compensation	595,410.90
Deferred Revenues	-
Total Liabilities	<u>2,646,353.90</u>
Shareholders Equity/(Deficit)	
Common Stock	119,985.66
Paid in Capital	30,873,528.29
Retained Earnings as of December 31, 2008	(32,626,513.79)
Loss for Period January 1 - May 31, 2009	(644,858.27)
Total S/H Equity/(Deficit)	<u>(2,277,858.11)</u>
Total Liab and S/H Equity/(Deficit)	<u>368,495.79</u>

InforMedix Holdings, Inc. <u>Statement of Operations thru May 31, 2009</u>		
Revenues:		
Revenues	\$	15,329.85
Costs of Goods Sold		(380.00)
		15,709.85
Gross Margin		
Operating Expenses:		
G&A, Sales, Marketing and Production		453,307.54
Non-Cash Compensation		139,170.43
Patent Expense		9,000.00
Accretion on Sub Conv Prom Note Discount		13,058.00
Interest Expense and Interest Income (Net)		33,675.07
Depreciation and Amortization		12,357.08
		660,568.12
		Total Operating Expenses
		NET PROFIT/(LOSS)
	\$	(644,858.27)

INFORMEDIX HOLDINGS, INC.

PROMISSORY NOTE

Due March 3, 2010

No. PN-09-07

\$4,500

Dated: September 4, 2009

For valuable consideration received, InforMedix Holdings, Inc., a Nevada corporation and InforMedix, Inc., a Delaware corporation (collectively "Maker"), hereby promises to pay to the order of Bruce A. Kehr, M.D. (together with its successors, representatives, and permitted assigns, the "Holder"), in accordance with the terms hereinafter provided, the amount of Four Thousand Five Hundred Dollars (\$4,500). This Promissory Note is referred to as the "Note".

As additional consideration and as collateral security for Maker's payment obligations under this Note, Maker hereby grants to Holder a security interest in the Maker's issued and pending patents, trademarks, copyrights and software (the "Intellectual Property"). The Holder's security interest in the Intellectual Property granted hereunder shall automatically terminate and be of no further force or effect upon the indefeasible payment in full of all amounts due hereunder; or upon Holder's voluntary conversion of the Note as provided below.

Holder agrees that Maker may, at Maker's sole election, place one or more additional promissory notes with the total original obligations due under those additional notes aggregating to not more than \$295,500 ("Additional Notes"), which Additional Notes will also be granted a security interest in the Maker's Intellectual Property equal in priority to the security interest granted hereby. Holder, together with each such holder of said additional promissory notes (individually an "Additional Note Holder" and collectively the "Additional Note Holders") agree that in the Event of Default (as defined below in Section 2.1) no Additional Note Holder will exercise any remedy under Sections 2.2 or 2.3 herein without the consent of the Additional Note Holders holding a majority of the interest of the Additional Notes. Maker covenants and warrants that to the extent that it grants other security interests in the Intellectual Property, all such Additional Notes will be identical in all material respects, including without limitation the pro-rata sharing of the Intellectual Property. Notwithstanding the aforesaid, such Additional Notes may be different in the amount of each promissory note.

All payments under or pursuant to this Note shall be made in United States Dollars in immediately available funds to the Holder at the address of the Holder first set forth above or at such other place as the Holder may designate from time to time in writing to the Maker or by wire transfer of funds to the Holder's account, instructions for which are attached hereto as Exhibit A. The Holder may elect, upon prior written notice to the Maker, to convert the Note into \$4,500 worth of the securities in any subsequent financing by the Maker subject to the terms, conditions and legal documentation set forth in that financing.

Maker hereby grants to Holder the right to file any financing statements, amendments, modifications, continuation statements or such other documents or instruments as Holder may determine are necessarily reasonable to perfect, continue or enforce the security interest granted hereunder.

ARTICLE I
REPAYMENT

Section 1.1 \$4,500 shall be due and payable without notice or demand on March 3, 2010.

Section 1.2 Payment on Non-Business Days. Whenever any payment to be made shall be due on a Saturday, Sunday or a public holiday under the laws of the State of Maryland, such payment may be due on the next succeeding business day and such next succeeding day shall be included in the calculation of the amount of accrued interest payable on such date.

Section 1.3 Transfer. This Note may not be transferred or sold, nor pledged, hypothecated or otherwise granted as security by the Holder.

Section 1.4 Replacement. Upon receipt of a duly executed, notarized and unsecured written statement from the Holder with respect to the loss, theft or destruction of this Note (or any replacement hereof) and a standard indemnity, or, in the case of a mutilation of this Note, upon surrender and cancellation of such Note, the Maker shall issue a new Note, of like tenor and amount, in lieu of such lost, stolen, destroyed or mutilated Note without the necessity of a bond or other fees.

ARTICLE II
EVENTS OF DEFAULT; REMEDIES

Section 2.1 Events of Default. The occurrence of any of the following events shall be an "Event of Default" under this Note:

- (a) the Maker shall fail to pay this Note when due;
- (b) default shall be made in the performance or observance of (i) any covenant, condition or agreement contained in this Note and such default is not fully cured within ten (10) business days after the Holder delivers written notice to the Maker of the occurrence thereof
- (c) the Maker shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property or assets, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (iv) file a petition seeking to take advantage of any bankruptcy, insolvency, moratorium, reorganization or other similar law affecting the enforcement of creditors' rights generally, (v) acquiesce in writing to any petition filed against it in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (vi) issue a notice of bankruptcy or winding down of its operations or issue a press release regarding same, or (vii) take any action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing; or

(d) a proceeding or case shall be commenced in respect of the Maker, without its application or consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, moratorium, dissolution, winding up, or composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets in connection with the liquidation or dissolution of the Maker or (iii) similar relief in respect of it under any law providing for the relief of debtors, and such proceeding or case described in clause (i), (ii) or (iii) shall continue undismissed, or unstayed and in effect, for a period of thirty (30) days or any order for relief shall be entered in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic) against the Maker or action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing shall be taken with respect to the Maker and shall continue undismissed, or unstayed and in effect for a period of thirty (30) days.

Section 2.2 Remedies Upon An Event of Default. If an Event of Default shall have occurred on this Note and shall be continuing, the Holder of this Note may at any time at its option, (a) declare the entire \$4,500 due and payable, and thereupon, the same shall be accelerated and so due and payable, without presentment, demand, protest, or notice, all of which are hereby expressly unconditionally and irrevocably waived by the Maker; and (b) exercise or otherwise enforce any one or more of the Holder's rights, powers, privileges, remedies and interests under this Note, or applicable law. No course of delay on the part of the Holder shall operate as a waiver thereof or otherwise prejudice the right of the Holder. No remedy conferred hereby shall be exclusive of any other remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

Section 2.3 Confession of Judgment. If an Event of Default has occurred, Maker hereby authorizes any attorney admitted to practice before any Court of record in the United States or the Clerk of such court to appear on behalf of Maker in any court in one or more proceeding, before any clerk thereof or any other court official, and to CONFESS JUDGMENT against the Maker in favor of Holder in the full amount due on this Note (including any principal, accrued interest and any and all charges, fees and costs) plus reasonable attorneys fees (and paralegal fees), court costs, and any and all costs and expenses in regards to collection of this Note, all without prior notice or opportunity of Maker for prior hearing. Maker agrees and consents that venue and jurisdiction shall be proper in the Circuit Court of any County of the State of Maryland or of Baltimore City, Maryland, or in the United States District Court of Maryland. The authority and power to appear for an entered judgment against Maker shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto; such authority and power may be exercised on one or more occasions from time to time, in the same or different jurisdictions, as often as Holder shall deem necessary, convenient or proper.

ARTICLE III PREPAYMENT

Section 3.1 At any time following the Issuance Date, the Maker may prepay in cash all (but not a portion) of the \$4,500 due under this Note.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices. Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, addressed to the Maker, at its registered office, Georgetowne Office Park, 5880 Hubbard Drive, Rockville, Maryland 20852-4821, Attention: Dr. Bruce Kehr, CEO, and to the Holder at his, her or its address indicated on the first page of this Note. Any notice required or permitted by this Note shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below or as subsequently modified by written notice.

Section 4.2 Governing Law; Jurisdiction. Each of the Maker and the Holder expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the law of the State of Maryland. Each of the Maker and the Holder hereby agree that any dispute which may arise between them arising out of or in connection with this Note shall be adjudicated before a court located in the State of Maryland and they hereby submit to the exclusive jurisdiction of the courts of the State of Maryland and the federal courts located in the state of Maryland with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Note or any acts or omissions relating to its payment or conversion, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth below or such other address as the undersigned shall furnish in writing to the other.

Section 4.3 Headings/Text. Article and section headings in this Note are included herein for purposes of convenience of reference only and shall not constitute a part of this Note for any other purpose. Where text requires, words in the singular will be deemed to include the plural and vice-versa, and words of any gender will be deemed to include all genders.

Section 4.4 Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, at law or in equity (including, without limitation, a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit a Holder's right to pursue actual damages for any failure by the Maker to comply with the terms of this Note. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Maker (or the performance thereof). The Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable and material harm to the Holder and that the remedy at law for any such breach may be inadequate. Therefore the Maker agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all

other available rights and remedies, at law or in equity, to seek and obtain such equitable relief, including but not limited to an injunction restraining any such breach or threatened breach, without the necessity of showing economic loss and without any bond or other security being required.

Section 4.5 Enforcement Expenses. The Maker agrees to pay all costs and expenses of enforcement of this Note, including, without limitation, reasonable attorneys' fees and expenses.

Section 4.6 Binding Effect. The obligations of the Maker and the Holder set forth herein shall be binding upon the successors and assigns of each such party, whether or not such successors or assigns are permitted by the terms hereof.

Section 4.7 Amendments. This Note may not be modified or amended in any manner except in writing executed by the Maker and the Holder.

Section 4.8 Compliance with Securities Laws. The Holder of this Note acknowledges that this Note is being acquired solely for the Holder's own account and not as a nominee for any other party, and for investment, and that the Holder shall not offer, sell or otherwise dispose of this Note.

Section 4.9 Parties in Interest. This Note shall be binding upon, inure to the benefit of and be enforceable by the Maker, the Holder and their respective successors and permitted assigns.

Section 4.10 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

Section 4.11 Maker Waivers. Except as otherwise specifically provided herein, the Maker and all others that may become liable for all or any part of the obligations evidenced by this Note, hereby waive presentment, demand, notice of nonpayment, protest and all other demands' and notices in connection with the delivery, acceptance, performance and enforcement of this Note, and do hereby consent to any number of renewals or extensions of the time or payment hereof and agree that any such renewals or extensions may be made without notice to any such persons and without affecting their liability herein and do further consent to the release of any person liable hereon, all without affecting the liability of the other persons, firms or Maker liable for the payment of this Note, AND DO HEREBY WAIVE TRIAL BY JURY.

(a) No delay or omission on the part of the Holder in exercising its rights under this Note, or course of conduct relating hereto, shall operate as a waiver of such rights or any other right of the Holder, nor shall any waiver by the Holder of any such right or rights on any one occasion be deemed a waiver of the same right or rights on any future occasion.

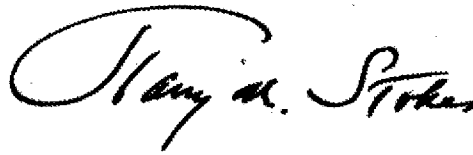
(b) THE MAKER ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, HEREBY WAIVES ITS RIGHT TO NOTICE

AND HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE.

Section 4.12 Severability. In the event any provision (or any part of any provision) contained in this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable.

INFORMEDIX HOLDINGS, INC.

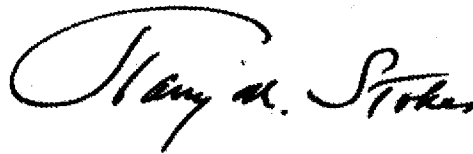
By:

A handwritten signature in black ink that reads "Harry M. Stokes". The signature is written in a cursive style with a large, sweeping initial "H".

Name: Harry M. Stokes
Title: SVP & CFO

INFORMEDIX, INC.

By:

A handwritten signature in black ink that reads "Harry M. Stokes". The signature is written in a cursive style with a large, sweeping initial "H".

Name: Harry M. Stokes
Title: SVP & CFO

Wire Instructions

Payee: _____

Bank: _____

Address: _____

Bank No.: _____

Account No.: _____

Account Name: _____

SWIFT Code: _____

INFORMEDIX HOLDINGS, INC.
SUMMARY OF PROMISSORY NOTES
COLLATERALIZED BY THE INTELLECTUAL PROPERTY OF
INFORMEDIX HOLDINGS, INC.
AS OF AUGUST 31, 2009

The Promissory Notes listed below represent the liens recorded against the value of the U.S. issued Patents of InforMedix Holdings, Inc. as of August 31, 2009. The liens related to Notes issued have been recorded with both the United States Patent and Trademark Office, and with the State of Nevada, where InforMedix Holdings, Inc was incorporated. The liens on all Notes have already or will be recorded with both the United States Patent and Trademark Office, and with the State of Nevada where InforMedix Holdings, Inc. was incorporated.

<u>Note #</u>	<u>Note Face Amount</u>	<u>Incremental Debt Collateralized in Event of Default</u>
Notes Issued on May 8, 2009:		
PN-09-01 Phil Gross	\$ 25,000	Should Maker fail to repay Holder 60% of currently due and outstanding Convertible Debt issued on April 23, 2008, in the amount of \$6,000, by November 8, 2009, then the full amount of \$10,000 shall also be secured by Holder's security interest in the inte
PN-09-02 Harris Kaplan	\$ 25,000	None.
PN-09-03 Bruce A. Kehr, M.D.	\$ 25,000	Should Maker fail to repay Holder 60% of his unpaid Accrued Compensation earned through May 8, 2009, in the amount of \$135,722, by November 8, 2009, then the full amount accrued and unpaid as of May 8, 2009 (\$226,204) shall also be secured by Holder's s
Note Issued June 30, 2009:		
PN-09-04 Steve Sack	\$ 15,000	None.
PN-09-05 Rick van den Toorn	\$ 25,000	Should Maker fail to repay Holder 60% of the outstanding Convertible Debt issued on July 15, 2008 (\$100,000) and August 6, 2008 (\$30,000), in the amount of \$78,000, by December 30, 2009, then the full amount of \$130,000 shall also be secured by Holder's s
Note Issued July 17, 2009:		
PN-09-06 Bruce Morra	\$ 25,000	Maker is committed to repay Holder \$50,000 plus all accumulated interest due under Convertible Promissory Note CN-08-01 by January 17, 2010.
TOTAL		\$ 140,000

INFORMEDIX HOLDINGS, INC.

**Unaudited Financial Statements of
InforMedix Holdings, Inc.
As of May 31, 2009**

The following Balance Sheet (Exhibit C-1) and Statement of Operations (Exhibit C-2) represent the unaudited internal Financial Statements of InforMedix Holdings, Inc. as of May 31, 2009. As illustrated in these statements, InforMedix Holdings, Inc. is unable to meet its current and projected operating needs at the present time, and lacks the resources to retire its outstanding Liabilities.

The ability of the Company to continue as a going concern is entirely dependent upon securing additional financing or being acquired, whether by:

1. Securing the infusion of new Equity or debt investments,
2. Securing Bridge Financing to provide added time to structure a reorganization, and/or
3. Pursuing other options including the potential of being acquired.

Without additional financing or being acquired, the Management and Board of Directors of the Company cannot warrant or represent that the Company will survive.

The Company is currently servicing two revenue-producing customers who each placed their third order for services under multi-year contracts: The University of Pennsylvania Stroke Prevention Program, under which the Company provides its Med-eXpert System and Med-eMonitor appliances, combined with an automated Lottery Reward System; and The University of Texas Health Sciences Center, San Antonio Schizophrenia Program. The Company has multiple revenue-producing opportunities in incubation with regional and national companies in the independent and chain pharmacy, senior living, senior home nutrition/meals provision, non-medical home healthcare, medical home healthcare, and other industries, directly and through channel partners at various stages of development, including proposals submitted which are under negotiation, and beta programs underway, with an emphasis on moving to the Letter-of-Intent phase with these opportunities as soon as is practicable. Neither the Management nor the Board of Directors of the Company can guarantee that any of these opportunities will materialize into revenue-producing contracts.

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Assets:	
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Accretion on Sub Conv Prom Note Discount		13,058.00
Interest Expense and Interest Income (Net)		33,675.07
Depreciation and Amortization		12,357.08
		660,568.12
		Total Operating Expenses
		NET PROFIT/(LOSS)
	\$	(644,858.27)

INFORMEDIX HOLDINGS, INC.

PROMISSORY NOTE

Due March 10, 2010

No. PN-09-08

\$4,500

Dated: September 11, 2009

For valuable consideration received, InforMedix Holdings, Inc., a Nevada corporation and InforMedix, Inc., a Delaware corporation (collectively "Maker"), hereby promises to pay to the order of Philip Gross (together with its successors, representatives, and permitted assigns, the "Holder"), in accordance with the terms hereinafter provided, the amount of Four Thousand Five Hundred Dollars (\$4,500). This Promissory Note is referred to as the "Note".

As additional consideration and as collateral security for Maker's payment obligations under this Note, Maker hereby grants to Holder a security interest in the Maker's issued and pending patents, trademarks, copyrights and software (the "Intellectual Property"). The Holder's security interest in the Intellectual Property granted hereunder shall automatically terminate and be of no further force or effect upon the indefeasible payment in full of all amounts due hereunder; or upon Holder's voluntary conversion of the Note as provided below.

Holder agrees that Maker may, at Maker's sole election, place one or more additional promissory notes with the total original obligations due under those additional notes aggregating to not more than \$295,500 ("Additional Notes"), which Additional Notes will also be granted a security interest in the Maker's Intellectual Property equal in priority to the security interest granted hereby. Holder, together with each such holder of said additional promissory notes (individually an "Additional Note Holder" and collectively the "Additional Note Holders") agree that in the Event of Default (as defined below in Section 2.1) no Additional Note Holder will exercise any remedy under Sections 2.2 or 2.3 herein without the consent of the Additional Note Holders holding a majority of the interest of the Additional Notes. Maker covenants and warrants that to the extent that it grants other security interests in the Intellectual Property, all such Additional Notes will be identical in all material respects, including without limitation the pro-rata sharing of the Intellectual Property. Notwithstanding the aforesaid, such Additional Notes may be different in the amount of each promissory note.

All payments under or pursuant to this Note shall be made in United States Dollars in immediately available funds to the Holder at the address of the Holder first set forth above or at such other place as the Holder may designate from time to time in writing to the Maker or by wire transfer of funds to the Holder's account, instructions for which are attached hereto as Exhibit A. The Holder may elect, upon prior written notice to the Maker, to convert the Note into \$4,500 worth of the securities in any subsequent financing by the Maker subject to the terms, conditions and legal documentation set forth in that financing.

Maker hereby grants to Holder the right to file any financing statements, amendments, modifications, continuation statements or such other documents or instruments as Holder may determine are necessarily reasonable to perfect, continue or enforce the security interest granted hereunder.

ARTICLE I
REPAYMENT

Section 1.1 \$4,500 shall be due and payable without notice or demand on March 10, 2010.

Section 1.2 Payment on Non-Business Days. Whenever any payment to be made shall be due on a Saturday, Sunday or a public holiday under the laws of the State of Maryland, such payment may be due on the next succeeding business day and such next succeeding day shall be included in the calculation of the amount of accrued interest payable on such date.

Section 1.3 Transfer. This Note may not be transferred or sold, nor pledged, hypothecated or otherwise granted as security by the Holder.

Section 1.4 Replacement. Upon receipt of a duly executed, notarized and unsecured written statement from the Holder with respect to the loss, theft or destruction of this Note (or any replacement hereof) and a standard indemnity, or, in the case of a mutilation of this Note, upon surrender and cancellation of such Note, the Maker shall issue a new Note, of like tenor and amount, in lieu of such lost, stolen, destroyed or mutilated Note without the necessity of a bond or other fees.

ARTICLE II
EVENTS OF DEFAULT; REMEDIES

Section 2.1 Events of Default. The occurrence of any of the following events shall be an "Event of Default" under this Note:

- (a) the Maker shall fail to pay this Note when due;
- (b) default shall be made in the performance or observance of (i) any covenant, condition or agreement contained in this Note and such default is not fully cured within ten (10) business days after the Holder delivers written notice to the Maker of the occurrence thereof
- (c) the Maker shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property or assets, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (iv) file a petition seeking to take advantage of any bankruptcy, insolvency, moratorium, reorganization or other similar law affecting the enforcement of creditors' rights generally, (v) acquiesce in writing to any petition filed against it in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (vi) issue a notice of bankruptcy or winding down of its operations or issue a press release regarding same, or (vii) take any action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing; or

(d) a proceeding or case shall be commenced in respect of the Maker, without its application or consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, moratorium, dissolution, winding up, or composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets in connection with the liquidation or dissolution of the Maker or (iii) similar relief in respect of it under any law providing for the relief of debtors, and such proceeding or case described in clause (i), (ii) or (iii) shall continue undismissed, or unstayed and in effect, for a period of thirty (30) days or any order for relief shall be entered in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic) against the Maker or action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing shall be taken with respect to the Maker and shall continue undismissed, or unstayed and in effect for a period of thirty (30) days.

Section 2.2 Remedies Upon An Event of Default. If an Event of Default shall have occurred on this Note and shall be continuing, the Holder of this Note may at any time at its option, (a) declare the entire \$4,500 due and payable, and thereupon, the same shall be accelerated and so due and payable, without presentment, demand, protest, or notice, all of which are hereby expressly unconditionally and irrevocably waived by the Maker; and (b) exercise or otherwise enforce any one or more of the Holder's rights, powers, privileges, remedies and interests under this Note, or applicable law. No course of delay on the part of the Holder shall operate as a waiver thereof or otherwise prejudice the right of the Holder. No remedy conferred hereby shall be exclusive of any other remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

Section 2.3 Confession of Judgment. If an Event of Default has occurred, Maker hereby authorizes any attorney admitted to practice before any Court of record in the United States or the Clerk of such court to appear on behalf of Maker in any court in one or more proceeding, before any clerk thereof or any other court official, and to CONFESS JUDGMENT against the Maker in favor of Holder in the full amount due on this Note (including any principal, accrued interest and any and all charges, fees and costs) plus reasonable attorneys fees (and paralegal fees), court costs, and any and all costs and expenses in regards to collection of this Note, all without prior notice or opportunity of Maker for prior hearing. Maker agrees and consents that venue and jurisdiction shall be proper in the Circuit Court of any County of the State of Maryland or of Baltimore City, Maryland, or in the United States District Court of Maryland. The authority and power to appear for an entered judgment against Maker shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto; such authority and power may be exercised on one or more occasions from time to time, in the same or different jurisdictions, as often as Holder shall deem necessary, convenient or proper.

ARTICLE III PREPAYMENT

Section 3.1 At any time following the Issuance Date, the Maker may prepay in cash all (but not a portion) of the \$4,500 due under this Note.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices. Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, addressed to the Maker, at its registered office, Georgetowne Office Park, 5880 Hubbard Drive, Rockville, Maryland 20852-4821, Attention: Dr. Bruce Kehr, CEO, and to the Holder at his, her or its address indicated on the first page of this Note. Any notice required or permitted by this Note shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below or as subsequently modified by written notice.

Section 4.2 Governing Law; Jurisdiction. Each of the Maker and the Holder expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the law of the State of Maryland. Each of the Maker and the Holder hereby agree that any dispute which may arise between them arising out of or in connection with this Note shall be adjudicated before a court located in the State of Maryland and they hereby submit to the exclusive jurisdiction of the courts of the State of Maryland and the federal courts located in the state of Maryland with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Note or any acts or omissions relating to its payment or conversion, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth below or such other address as the undersigned shall furnish in writing to the other.

Section 4.3 Headings/Text. Article and section headings in this Note are included herein for purposes of convenience of reference only and shall not constitute a part of this Note for any other purpose. Where text requires, words in the singular will be deemed to include the plural and vice-versa, and words of any gender will be deemed to include all genders.

Section 4.4 Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, at law or in equity (including, without limitation, a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit a Holder's right to pursue actual damages for any failure by the Maker to comply with the terms of this Note. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Maker (or the performance thereof). The Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable and material harm to the Holder and that the remedy at law for any such breach may be inadequate. Therefore the Maker agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all

other available rights and remedies, at law or in equity, to seek and obtain such equitable relief, including but not limited to an injunction restraining any such breach or threatened breach, without the necessity of showing economic loss and without any bond or other security being required.

Section 4.5 Enforcement Expenses. The Maker agrees to pay all costs and expenses of enforcement of this Note, including, without limitation, reasonable attorneys' fees and expenses.

Section 4.6 Binding Effect. The obligations of the Maker and the Holder set forth herein shall be binding upon the successors and assigns of each such party, whether or not such successors or assigns are permitted by the terms hereof.

Section 4.7 Amendments. This Note may not be modified or amended in any manner except in writing executed by the Maker and the Holder.

Section 4.8 Compliance with Securities Laws. The Holder of this Note acknowledges that this Note is being acquired solely for the Holder's own account and not as a nominee for any other party, and for investment, and that the Holder shall not offer, sell or otherwise dispose of this Note.

Section 4.9 Parties in Interest. This Note shall be binding upon, inure to the benefit of and be enforceable by the Maker, the Holder and their respective successors and permitted assigns.

Section 4.10 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

Section 4.11 Maker Waivers. Except as otherwise specifically provided herein, the Maker and all others that may become liable for all or any part of the obligations evidenced by this Note, hereby waive presentment, demand, notice of nonpayment, protest and all other demands' and notices in connection with the delivery, acceptance, performance and enforcement of this Note, and do hereby consent to any number of renewals or extensions of the time or payment hereof and agree that any such renewals or extensions may be made without notice to any such persons and without affecting their liability herein and do further consent to the release of any person liable hereon, all without affecting the liability of the other persons, firms or Maker liable for the payment of this Note, AND DO HEREBY WAIVE TRIAL BY JURY.


(a) No delay or omission on the part of the Holder in exercising its rights under this Note, or course of conduct relating hereto, shall operate as a waiver of such rights or any other right of the Holder, nor shall any waiver by the Holder of any such right or rights on any one occasion be deemed a waiver of the same right or rights on any future occasion.

(b) THE MAKER ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, HEREBY WAIVES ITS RIGHT TO NOTICE

AND HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE.


Section 4.12 Severability. In the event any provision (or any part of any provision) contained in this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable.

INFORMEDIX HOLDINGS, INC.

By: 

Name: Bruce A. Kehr, M.D.
Title: CEO

INFORMEDIX, INC.

By: 

Name: Bruce A. Kehr
Title: CEO

Wire Instructions

Payee: _____

Bank: _____

Address: _____

Bank No.: _____

Account No.: _____

Account Name: _____

SWIFT Code: _____

INFORMEDIX HOLDINGS, INC.
SUMMARY OF PROMISSORY NOTES
COLLATERALIZED BY THE INTELLECTUAL PROPERTY OF
INFORMEDIX HOLDINGS, INC.
AS OF AUGUST 31, 2009

The Promissory Notes listed below represent the liens recorded against the value of the U.S. issued Patents of InforMedix Holdings, Inc. as of August 31, 2009. The liens related to Notes issued have been recorded with both the United States Patent and Trademark Office, and with the State of Nevada, where InforMedix Holdings, Inc was incorporated. The liens on all Notes have already or will be recorded with both the United States Patent and Trademark Office, and with the State of Nevada where InforMedix Holdings, Inc. was incorporated.

<u>Note #</u>	<u>Note Face Amount</u>	<u>Incremental Debt Collateralized in Event of Default</u>
Notes Issued on May 8, 2009:		
PN-09-01 Phil Gross	\$ 25,000	Should Maker fail to repay Holder 60% of currently due and outstanding Convertible Debt issued on April 23, 2008, in the amount of \$6,000, by November 8, 2009, then the full amount of \$10,000 shall also be secured by Holder's security interest in the inte
PN-09-02 Harris Kaplan	\$ 25,000	None.
PN-09-03 Bruce A. Kehr, M.D.	\$ 25,000	Should Maker fail to repay Holder 60% of his unpaid Accrued Compensation earned through May 8, 2009, in the amount of \$135,722, by November 8, 2009, then the full amount accrued and unpaid as of May 8, 2009 (\$226,204) shall also be secured by Holder's s
Note Issued June 30, 2009:		
PN-09-04 Steve Sack	\$ 15,000	None.
PN-09-05 Rick van den Toorn	\$ 25,000	Should Maker fail to repay Holder 60% of the outstanding Convertible Debt issued on July 15, 2008 (\$100,000) and August 6, 2008 (\$30,000), in the amount of \$78,000, by December 30, 2009, then the full amount of \$130,000 shall also be secured by Holder's s
Note Issued July 17, 2009:		
PN-09-06 Bruce Morra	\$ 25,000	Maker is committed to repay Holder \$50,000 plus all accumulated interest due under Convertible Promissory Note CN-08-01 by January 17, 2010.
TOTAL		\$ 140,000

INFORMEDIX HOLDINGS, INC.

**Unaudited Financial Statements of
InforMedix Holdings, Inc.
As of May 31, 2009**

The following Balance Sheet (Exhibit C-1) and Statement of Operations (Exhibit C-2) represent the unaudited internal Financial Statements of InforMedix Holdings, Inc. as of May 31, 2009. As illustrated in these statements, InforMedix Holdings, Inc. is unable to meet its current and projected operating needs at the present time, and lacks the resources to retire its outstanding Liabilities.

The ability of the Company to continue as a going concern is entirely dependent upon securing additional financing or being acquired, whether by:

1. Securing the infusion of new Equity or debt investments,
2. Securing Bridge Financing to provide added time to structure a reorganization, and/or
3. Pursuing other options including the potential of being acquired.

Without additional financing or being acquired, the Management and Board of Directors of the Company cannot warrant or represent that the Company will survive.

The Company is currently servicing two revenue-producing customers who each placed their third order for services under multi-year contracts: The University of Pennsylvania Stroke Prevention Program, under which the Company provides its Med-eXpert System and Med-eMonitor appliances, combined with an automated Lottery Reward System; and The University of Texas Health Sciences Center, San Antonio Schizophrenia Program. The Company has multiple revenue-producing opportunities in incubation with regional and national companies in the independent and chain pharmacy, senior living, senior home nutrition/meals provision, non-medical home healthcare, medical home healthcare, and other industries, directly and through channel partners at various stages of development, including proposals submitted which are under negotiation, and beta programs underway, with an emphasis on moving to the Letter-of-Intent phase with these opportunities as soon as is practicable. Neither the Management nor the Board of Directors of the Company can guarantee that any of these opportunities will materialize into revenue-producing contracts.

Each prospective Promissory Note Holder of Loans receiving a collateralized position in the Intellectual Property of InforMedix Holdings, Inc. acknowledges that they have reviewed the information disclosed with these unaudited and internal Financial Statements of InforMedix Holdings, Inc. as of May 31, 2009, and that their decision to provide funding per the attached Promissory Note was made with full access to financial information on the Company, and acknowledge that he or she has received responses to any questions that they have raised to Management, in connection with their review.

InforMedix Holdings, Inc.	
Balance Sheet as of May 31, 2009	
Assets:	
Cash and Cash Equivalents	\$ 688.53
Other Current Assets:	
Accounts Receivable	-
Prepaid Assets	12,451.03
Inventory	324,126.16
Deposits	5,059.00
Total Other Current Assets	<u>341,636.19</u>
Fixed Assets:	
Fixed Assets	309,515.09
Accumulated Depreciation	(283,344.02)
Net Fixed Assets	<u>26,171.07</u>
Total Assets	<u>\$ 368,495.79</u>
Total Liabilities and Shareholders' Equity/(Deficit)	
Liabilities	
Accounts Payable	623,914.44
Contested Accounts Payable	105,985.38
Subordinated Convertible Promissory Notes	920,000.00
Discount on Sub Conv Prom Notes	(1,277.61)
Common Stock to be Issued	83,333.34
Accrued Expenses	113,987.45
Notes Payable - Unsecured	130,000.00
Notes Payable - Secured by IP	75,000.00
Accrued Compensation	595,410.90
Deferred Revenues	-
Total Liabilities	<u>2,646,353.90</u>
Shareholders Equity/(Deficit)	
Common Stock	119,985.66
Paid in Capital	30,873,528.29
Retained Earnings as of December 31, 2008	(32,626,513.79)
Loss for Period January 1 - May 31, 2009	(644,858.27)
Total S/H Equity/(Deficit)	<u>(2,277,858.11)</u>
Total Liab and S/H Equity/(Deficit)	<u>368,495.79</u>

InforMedix Holdings, Inc.	
<u>Statement of Operations thru May 31, 2009</u>	
Revenues:	
Revenues	\$ 15,329.85
Costs of Goods Sold	(380.00)
Gross Margin	<u>15,709.85</u>
Operating Expenses:	
G&A, Sales, Marketing and Production	453,307.54
Non-Cash Compensation	139,170.43
Patent Expense	9,000.00
Accretion on Sub Conv Prom Note Discount	13,058.00
Interest Expense and Interest Income (Net)	33,675.07
Depreciation and Amortization	12,357.08
Total Operating Expenses	<u>660,568.12</u>
NET PROFIT/(LOSS)	<u>\$ (644,858.27)</u>

INFORMEDIX HOLDINGS, INC.

PROMISSORY NOTE

Due January 17, 2010

No. PN-09-06
Dated: July 17, 2009

\$25,000

For valuable consideration received, InforMedix Holdings, Inc., a Nevada corporation and InforMedix, Inc., a Delaware corporation (collectively "Maker"), hereby promises to pay to the order of Bruce Morra (together with its successors, representatives, and permitted assigns, the "Holder"), in accordance with the terms hereinafter provided, the amount of Twenty-Five Thousand Dollars (\$25,000). This Promissory Note is referred to as the "Note".

As additional consideration and as collateral security for Maker's payment obligations under this Note, Maker hereby grants to Holder a security interest in the Maker's issued and pending patents, trademarks, copyrights and software (the "Intellectual Property"). The Holder's security interest in the Intellectual Property granted hereunder shall automatically terminate and be of no further force or effect upon the indefeasible payment in full of all amounts due hereunder; or upon Holder's voluntary conversion of the Note as provided below.

Holder agrees that Maker may, at Maker's sole election, place one or more additional promissory notes with the total original obligations due under those additional notes aggregating to not more than \$275,000 ("Additional Notes"), which Additional Notes will also be granted a security interest in the Maker's Intellectual Property equal in priority to the security interest granted hereby. Holder, together with each such holder of said additional promissory notes (individually an "Additional Note Holder" and collectively the "Additional Note Holders") agree that in the Event of Default (as defined below in Section 2.1) no Additional Note Holder will exercise any remedy under Sections 2.2 or 2.3 herein without the consent of the Additional Note Holders holding a majority of the interest of the Additional Notes. Maker covenants and warrants that to the extent that it grants other security interests in the Intellectual Property, all such Additional Notes will be identical in all material respects, including without limitation the pro-rata sharing of the Intellectual Property. Notwithstanding the aforesaid, such Additional Notes may be different in the amount of each promissory note.

As additional consideration, Maker hereby commits to repay to Holder the outstanding amount of \$50,000, plus all accumulated interest in cash if so desired by the Holder, of Holder's prior note to Maker (Note # CN-08-01 dated April 23, 2008) on or before January 17, 2010 and said amount of the prior note shall also be secured by Holder's security interest in the Maker's Intellectual Property granted hereunder.

All payments under or pursuant to this Note shall be made in United States Dollars in immediately available funds to the Holder at the address of the Holder first set forth above or at such other place as the Holder may designate from time to time in writing to the Maker or by wire transfer of funds to the Holder's account, instructions for which are attached hereto as Exhibit A. The Holder may elect, upon prior written notice to the Maker, to convert the Note into \$25,000 worth of the securities in any subsequent financing by the Maker subject to the terms, conditions and legal documentation set forth in that financing.

Maker hereby grants to Holder the right to file any financing statements, amendments, modifications, continuation statements or such other documents or instruments as Holder may determine are necessarily reasonable to perfect, continue or enforce the security interest granted hereunder.

ARTICLE I REPAYMENT

Section 1.1 \$25,000 shall be due and payable without notice or demand on January 17, 2010.

Section 1.2 Payment on Non-Business Days. Whenever any payment to be made shall be due on a Saturday, Sunday or a public holiday under the laws of the State of Maryland, such payment may be due on the next succeeding business day and such next succeeding day shall be included in the calculation of the amount of accrued interest payable on such date.

Section 1.3 Transfer. This Note may not be transferred or sold, nor pledged, hypothecated or otherwise granted as security by the Holder.

Section 1.4 Replacement. Upon receipt of a duly executed, notarized and unsecured written statement from the Holder with respect to the loss, theft or destruction of this Note (or any replacement hereof) and a standard indemnity, or, in the case of a mutilation of this Note, upon surrender and cancellation of such Note, the Maker shall issue a new Note, of like tenor and amount, in lieu of such lost, stolen, destroyed or mutilated Note without the necessity of a bond or other fees.

ARTICLE II EVENTS OF DEFAULT; REMEDIES

Section 2.1 Events of Default. The occurrence of any of the following events shall be an “Event of Default” under this Note:

- (a) the Maker shall fail to pay this Note when due;
- (b) default shall be made in the performance or observance of (i) any covenant, condition or agreement contained in this Note and such default is not fully cured within ten (10) business days after the Holder delivers written notice to the Maker of the occurrence thereof
- (c) the Maker shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property or assets, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (iv) file a petition seeking to take advantage of any bankruptcy, insolvency, moratorium, reorganization or other similar law affecting the enforcement of creditors’ rights generally, (v) acquiesce in writing to any petition filed against it in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction

(foreign or domestic), (vi) issue a notice of bankruptcy or winding down of its operations or issue a press release regarding same, or (vii) take any action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing; or

(d) a proceeding or case shall be commenced in respect of the Maker, without its application or consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, moratorium, dissolution, winding up, or composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets in connection with the liquidation or dissolution of the Maker or (iii) similar relief in respect of it under any law providing for the relief of debtors, and such proceeding or case described in clause (i), (ii) or (iii) shall continue undismissed, or unstayed and in effect, for a period of thirty (30) days or any order for relief shall be entered in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic) against the Maker or action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing shall be taken with respect to the Maker and shall continue undismissed, or unstayed and in effect for a period of thirty (30) days.

Section 2.2 Remedies Upon An Event of Default. If an Event of Default shall have occurred on this Note and shall be continuing, the Holder of this Note may at any time at its option, (a) declare the entire \$25,000 due and payable, and thereupon, the same shall be accelerated and so due and payable, without presentment, demand, protest, or notice, all of which are hereby expressly unconditionally and irrevocably waived by the Maker; and (b) exercise or otherwise enforce any one or more of the Holder's rights, powers, privileges, remedies and interests under this Note, or applicable law. No course of delay on the part of the Holder shall operate as a waiver thereof or otherwise prejudice the right of the Holder. No remedy conferred hereby shall be exclusive of any other remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

Section 2.3 Confession of Judgment. If an Event of Default has occurred, Maker hereby authorizes any attorney admitted to practice before any Court of record in the United States or the Clerk of such court to appear on behalf of Maker in any court in one or more proceeding, before any clerk thereof or any other court official, and to CONFESS JUDGMENT against the Maker in favor of Holder in the full amount due on this Note (including any principal, accrued interest and any and all charges, fees and costs) plus reasonable attorneys fees (and paralegal fees), court costs, and any and all costs and expenses in regards to collection of this Note, all without prior notice or opportunity of Maker for prior hearing. Maker agrees and consents that venue and jurisdiction shall be proper in the Circuit Court of any County of the State of Maryland or of Baltimore City, Maryland, or in the United States District Court of Maryland. The authority and power to appear for an entered judgment against Maker shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto; such authority and power may be exercised on one or more occasions from time to time, in the same or different jurisdictions, as often as Holder shall deem necessary, convenient or proper.

ARTICLE III
PREPAYMENT

Section 3.1 At any time following the Issuance Date, the Maker may prepay in cash all (but not a portion) of the \$25,000 due under this Note.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices. Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, addressed to the Maker, at its registered office, Georgetowne Office Park, 5880 Hubbard Drive, Rockville, Maryland 20852-4821, Attention: Dr. Bruce Kehr, CEO, and to the Holder at his, her or its address indicated on the first page of this Note. Any notice required or permitted by this Note shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below or as subsequently modified by written notice.

Section 4.2 Governing Law; Jurisdiction. Each of the Maker and the Holder expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the law of the State of Maryland. Each of the Maker and the Holder hereby agree that any dispute which may arise between them arising out of or in connection with this Note shall be adjudicated before a court located in the State of Maryland and they hereby submit to the exclusive jurisdiction of the courts of the State of Maryland and the federal courts located in the state of Maryland with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Note or any acts or omissions relating to its payment or conversion, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth below or such other address as the undersigned shall furnish in writing to the other.

Section 4.3 Headings/Text. Article and section headings in this Note are included herein for purposes of convenience of reference only and shall not constitute a part of this Note for any other purpose. Where text requires, words in the singular will be deemed to include the plural and vice-versa, and words of any gender will be deemed to include all genders.

Section 4.4 Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, at law or in equity (including, without limitation, a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit a Holder's right to pursue actual damages for any failure by the Maker to comply with the terms of this Note. Amounts set forth or provided for herein with respect to payments,

conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Maker (or the performance thereof). The Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable and material harm to the Holder and that the remedy at law for any such breach may be inadequate. Therefore the Maker agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all other available rights and remedies, at law or in equity, to seek and obtain such equitable relief, including but not limited to an injunction restraining any such breach or threatened breach, without the necessity of showing economic loss and without any bond or other security being required.

Section 4.5 Enforcement Expenses. The Maker agrees to pay all costs and expenses of enforcement of this Note, including, without limitation, reasonable attorneys' fees and expenses.

Section 4.6 Binding Effect. The obligations of the Maker and the Holder set forth herein shall be binding upon the successors and assigns of each such party, whether or not such successors or assigns are permitted by the terms hereof.

Section 4.7 Amendments. This Note may not be modified or amended in any manner except in writing executed by the Maker and the Holder.

Section 4.8 Compliance with Securities Laws. The Holder of this Note acknowledges that this Note is being acquired solely for the Holder's own account and not as a nominee for any other party, and for investment, and that the Holder shall not offer, sell or otherwise dispose of this Note.

Section 4.9 Parties in Interest. This Note shall be binding upon, inure to the benefit of and be enforceable by the Maker, the Holder and their respective successors and permitted assigns.

Section 4.10 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

Section 4.11 Maker Waivers. Except as otherwise specifically provided herein, the Maker and all others that may become liable for all or any part of the obligations evidenced by this Note, hereby waive presentment, demand, notice of nonpayment, protest and all other demands' and notices in connection with the delivery, acceptance, performance and enforcement of this Note, and do hereby consent to any number of renewals or extensions of the time or payment hereof and agree that any such renewals or extensions may be made without notice to any such persons and without affecting their liability herein and do further consent to the release of any person liable hereon, all without affecting the liability of the other persons, firms or Maker liable for the payment of this Note, AND DO HEREBY WAIVE TRIAL BY JURY.

(a) No delay or omission on the part of the Holder in exercising its rights under this Note, or course of conduct relating hereto, shall operate as a waiver of such rights or

any other right of the Holder, nor shall any waiver by the Holder of any such right or rights on any one occasion be deemed a waiver of the same right or rights on any future occasion.

(b) THE MAKER ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE.

Section 4.12 Severability. In the event any provision (or any part of any provision) contained in this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable.

INFORMEDIX HOLDINGS, INC.



By _____
Name: Bruce A. Kehr
Title: CEO

INFORMEDIX, INC.



By _____
Name: Bruce A. Kehr
Title: CEO

Wire Instructions

Payee: Bruce Morra
Bank: Bank of America, N.A.
Address: 100 West 33rd St
New York NY 10001
ABA: 026009593

For Credit To: Merrill Lynch
Account#: 6550113516

For Further Credit To: Bruce and Catherine Morra
Account #: 827-15581

Swift code BOFAUS3N

INFORMEDIX HOLDINGS, INC.

SUMMARY OF PROMISSORY NOTES
COLLATERALIZED BY THE INTELLECTUAL PROPERTY OF
INFORMEDIX HOLDINGS, INC.
AS OF JUNE 30, 2009

The Promissory Notes listed below represent the liens recorded against the value of the U.S. issued Patents of InforMedix Holdings, Inc. as of June 30, 2009. The liens related to Notes issued through May 8, 2009 have been recorded with both the United States Patent and Trademark Office, and with the State of Nevada, where InforMedix Holdings, Inc was incorporated. The liens on Notes issued on June 30, 2009 will be recorded with both the United States Patent and Trademark Office, and with the State of Nevada where InforMedix Holdings, Inc. was incorporated.

Note #		Amount	Incremental Debt Collateralized in Event of Default
Notes Issued on May 8, 2009:			
PN-09-01	Phil Gross	\$ 25,000	Should Maker fail to repay Holder 60% of currently due and outstanding Convertible Debt issued on April 23, 2008, in the amount of \$6,000, by November 8, 2009, then the full amount of \$10,000 shall also be secured by Holder's security interest in the intellectual property.
PN-09-02	Harris Kaplan	\$ 25,000	None.
PN-09-03	Bruce A. Kehr, M.D.	\$ 25,000	Should Maker fail to repay Holder 60% of his unpaid Accrued Compensation earned through May 8, 2009, in the amount of \$135,722, by November 8, 2009, then the full amount accrued and unpaid as of May 8, 2009 (\$226,204) shall also be secured by Holder's security interest in the intellectual property .
Note Issued June 30, 2009:			
PN-09-04	Steve Sack	\$ 15,000	None.
PN-09-05	Rick van den Toorn	\$25,000	Should Maker fail to repay Holder 60% of the outstanding Convertible Debt issued on July 15, 2008 (\$100,000) and August 6, 2008 (\$30,000), in the amount of \$78,000, by December 30, 2009, then the full amount of \$130,000 shall also be secured by Holder's security interest in the intellectual property.

INFORMEDIX HOLDINGS, INC.

**Unaudited Financial Statements of
InforMedix Holdings, Inc.
As of May 31, 2009**

The following Balance Sheet (Exhibit C-1) and Statement of Operations (Exhibit C-2) represent the unaudited internal Financial Statements of InforMedix Holdings, Inc. as of May 31, 2009. As illustrated in these statements, InforMedix Holdings, Inc. is unable to meet its current and projected operating needs at the present time, and lacks the resources to retire its outstanding Liabilities.

The ability of the Company to continue as a going concern is entirely dependent upon securing additional financing or being acquired, whether by:

1. Securing the infusion of new Equity or debt investments,
2. Securing Bridge Financing to provide added time to structure a reorganization, and/or
3. Pursuing other options including the potential of being acquired.

Without additional financing or being acquired, the Management and Board of Directors of the Company cannot warrant or represent that the Company will survive.

The Company is currently servicing two revenue-producing customers who each placed their third order for services under multi-year contracts: The University of Pennsylvania Stroke Prevention Program, under which the Company provides its Med-eXpert System and Med-eMonitor appliances, combined with an automated Lottery Reward System; and The University of Texas Health Sciences Center, San Antonio Schizophrenia Program. The Company has multiple revenue-producing opportunities in incubation with regional and national companies in the independent and chain pharmacy, senior living, senior home nutrition/meals provision, non-medical home healthcare, medical home healthcare, and other industries, directly and through channel partners at various stages of development, including proposals submitted which are under negotiation, and beta programs underway, with an emphasis on moving to the Letter-of-Intent phase with these opportunities as soon as is practicable. Neither the Management nor the Board of Directors of the Company can guarantee that any of these opportunities will materialize into revenue-producing contracts.

Each prospective Promissory Note Holder of Loans receiving a collateralized position in the Intellectual Property of InforMedix Holdings, Inc. acknowledges that they have reviewed the information disclosed with these unaudited and internal Financial Statements of InforMedix Holdings, Inc. as of May 31, 2009, and that their decision to provide funding per the attached Promissory Note was made with full access to financial information on the Company, and acknowledge that he or she has received responses to any questions that they have raised to Management, in connection with their review.

InforMedix Holdings, Inc.	
Balance Sheet as of May 31, 2009	
Assets:	
Cash and Cash Equivalents	\$ 688.53
Other Current Assets:	
Accounts Receivable	-
Prepaid Assets	12,451.03
Inventory	324,126.16
Deposits	5,059.00
Total Other Current Assets	<u>341,636.19</u>
Fixed Assets:	
Fixed Assets	309,515.09
Accumulated Depreciation	<u>(283,344.02)</u>
Net Fixed Assets	<u>26,171.07</u>
Total Assets	<u>\$ 368,495.79</u>
Total Liabilities and Shareholders' Equity/(Deficit)	
Liabilities	
Accounts Payable	623,914.44
Contested Accounts Payable	105,985.38
Subordinated Convertible Promissory Notes	920,000.00
Discount on Sub Conv Prom Notes	(1,277.61)
Common Stock to be Issued	83,333.34
Accrued Expenses	113,987.45
Notes Payable - Unsecured	130,000.00
Notes Payable - Secured by IP	75,000.00
Accrued Compensation	595,410.90
Deferred Revenues	-
Total Liabilities	<u>2,646,353.90</u>
Shareholders Equity/(Deficit)	
Common Stock	119,985.66
Paid in Capital	30,873,528.29
Retained Earnings as of December 31, 2008	(32,626,513.79)
Loss for Period January 1 - May 31, 2009	<u>(644,858.27)</u>
Total S/H Equity/(Deficit)	<u>(2,277,858.11)</u>
Total Liab and S/H Equity/(Deficit)	<u>368,495.79</u>

InforMedix Holdings, Inc. <u>Statement of Operations thru May 31, 2009</u>		
Revenues:		
Revenues	\$	15,329.85
Costs of Goods Sold		(380.00)
		15,709.85
Gross Margin		
Operating Expenses:		
G&A, Sales, Marketing and Production		453,307.54
Non-Cash Compensation		139,170.43
Patent Expense		9,000.00
Accretion on Sub Conv Prom Note Discount		13,058.00
Interest Expense and Interest Income (Net)		33,675.07
Depreciation and Amortization		12,357.08
		660,568.12
		Total Operating Expenses
		NET PROFIT/(LOSS)
	\$	(644,858.27)

INFORMEDIX HOLDINGS, INC.

PROMISSORY NOTE

Due December 30, 2009

No. PN-09-05
Dated: June 30, 2009

\$25,000

For valuable consideration received, InforMedix Holdings, Inc., a Nevada corporation and InforMedix, Inc., a Delaware corporation (collectively "Maker"), hereby promises to pay to the order of Rick van den Toorn, Ruitersweg 40, 1901 BK, Castricum, the Netherlands (together with its successors, representatives, and permitted assigns, the "Holder"), in accordance with the terms hereinafter provided, the amount of Twenty-five thousand Dollars (\$25,000). This Promissory Note is referred to as the "Note".

As additional consideration and as collateral security for Maker's payment obligations under this Note, Maker hereby grants to Holder a security interest in the Maker's issued and pending patents, trademarks, copyrights and software (the "Intellectual Property"). The Holder's security interest in the Intellectual Property granted hereunder shall automatically terminate and be of no further force or effect upon the indefeasible payment in full of all amounts due hereunder; or upon Holder's voluntary conversion of the Note as provided below.

Holder agrees that Maker may, at Maker's sole election, place one or more additional promissory notes with the total original obligations due under those additional notes aggregating to not more than \$275,000 ("Additional Notes"), which Additional Notes will also be granted a security interest in the Maker's Intellectual Property equal in priority to the security interest granted hereby. Holder, together with each such holder of said additional promissory notes (individually an "Additional Note Holder" and collectively the "Additional Note Holders") agree that in the Event of Default (as defined below in Section 2.1) no Additional Note Holder will exercise any remedy under Sections 2.2 or 2.3 herein without the consent of the Additional Note Holders holding a majority of the interest of the Additional Notes. Maker covenants and warrants that to the extent that it grants other security interests in the Intellectual Property, all such Additional Notes will be identical in all material respects, including without limitation the pro-rata sharing of the Intellectual Property. Notwithstanding the aforesaid, such Additional Notes may be different in the amount of each promissory note.

As additional consideration, should the Maker fail to repay to Holder a minimum of \$78,000 of Holder's prior notes to Maker (Note # CN-08-09 dated July 15, 2008 and Note #CN-08-10 dated August 6, 2008) by December 30, 2009, then all obligations under said prior notes shall also be secured by Holder's security interest in the Maker's Intellectual Property granted hereunder.

All payments under or pursuant to this Note shall be made in United States Dollars in immediately available funds to the Holder at the address of the Holder first set forth above or at such other place as the Holder may designate from time to time in writing to the Maker or by wire transfer of funds to the Holder's account, instructions for which are attached hereto as Exhibit A. The Holder may elect, upon prior written notice to the Maker, to convert the Note into \$25,000 worth of the securities in any subsequent financing by the Maker subject to the terms, conditions and legal documentation set forth in that financing.

Maker hereby grants to Holder the right to file any financing statements, amendments, modifications, continuation statements or such other documents or instruments as Holder may determine are necessarily reasonable to perfect, continue or enforce the security interest granted hereunder.

ARTICLE I REPAYMENT

Section 1.1 \$25,000 shall be due and payable without notice or demand on December 30, 2009.

Section 1.2 Payment on Non-Business Days. Whenever any payment to be made shall be due on a Saturday, Sunday or a public holiday under the laws of the State of Maryland, such payment may be due on the next succeeding business day and such next succeeding day shall be included in the calculation of the amount of accrued interest payable on such date.

Section 1.3 Transfer. This Note may not be transferred or sold, nor pledged, hypothecated or otherwise granted as security by the Holder.

Section 1.4 Replacement. Upon receipt of a duly executed, notarized and unsecured written statement from the Holder with respect to the loss, theft or destruction of this Note (or any replacement hereof) and a standard indemnity, or, in the case of a mutilation of this Note, upon surrender and cancellation of such Note, the Maker shall issue a new Note, of like tenor and amount, in lieu of such lost, stolen, destroyed or mutilated Note without the necessity of a bond or other fees.

ARTICLE II EVENTS OF DEFAULT; REMEDIES

Section 2.1 Events of Default. The occurrence of any of the following events shall be an “Event of Default” under this Note:

- (a) the Maker shall fail to pay this Note when due;
- (b) default shall be made in the performance or observance of (i) any covenant, condition or agreement contained in this Note and such default is not fully cured within ten (10) business days after the Holder delivers written notice to the Maker of the occurrence thereof
- (c) the Maker shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property or assets, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (iv) file a petition seeking to take advantage of any bankruptcy, insolvency, moratorium, reorganization or other similar law affecting the enforcement of creditors’ rights generally, (v) acquiesce in writing to any petition filed against it in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction

(foreign or domestic), (vi) issue a notice of bankruptcy or winding down of its operations or issue a press release regarding same, or (vii) take any action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing; or

(d) a proceeding or case shall be commenced in respect of the Maker, without its application or consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, moratorium, dissolution, winding up, or composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets in connection with the liquidation or dissolution of the Maker or (iii) similar relief in respect of it under any law providing for the relief of debtors, and such proceeding or case described in clause (i), (ii) or (iii) shall continue undismissed, or unstayed and in effect, for a period of thirty (30) days or any order for relief shall be entered in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic) against the Maker or action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing shall be taken with respect to the Maker and shall continue undismissed, or unstayed and in effect for a period of thirty (30) days.

Section 2.2 Remedies Upon An Event of Default. If an Event of Default shall have occurred on this Note and shall be continuing, the Holder of this Note may at any time at its option, (a) declare the entire \$25,000 due and payable, and thereupon, the same shall be accelerated and so due and payable, without presentment, demand, protest, or notice, all of which are hereby expressly unconditionally and irrevocably waived by the Maker; and (b) exercise or otherwise enforce any one or more of the Holder's rights, powers, privileges, remedies and interests under this Note, or applicable law. No course of delay on the part of the Holder shall operate as a waiver thereof or otherwise prejudice the right of the Holder. No remedy conferred hereby shall be exclusive of any other remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

Section 2.3 Confession of Judgment. If an Event of Default has occurred, Maker hereby authorizes any attorney admitted to practice before any Court of record in the United States or the Clerk of such court to appear on behalf of Maker in any court in one or more proceeding, before any clerk thereof or any other court official, and to CONFESS JUDGMENT against the Maker in favor of Holder in the full amount due on this Note (including any principal, accrued interest and any and all charges, fees and costs) plus reasonable attorneys fees (and paralegal fees), court costs, and any and all costs and expenses in regards to collection of this Note, all without prior notice or opportunity of Maker for prior hearing. Maker agrees and consents that venue and jurisdiction shall be proper in the Circuit Court of any County of the State of Maryland or of Baltimore City, Maryland, or in the United States District Court of Maryland. The authority and power to appear for an entered judgment against Maker shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto; such authority and power may be exercised on one or more occasions from time to time, in the same or different jurisdictions, as often as Holder shall deem necessary, convenient or proper.

ARTICLE III
PREPAYMENT

Section 3.1 At any time following the Issuance Date, the Maker may prepay in cash all (but not a portion) of the \$25,000 due under this Note .

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices. Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, addressed to the Maker, at its registered office, Georgetowne Office Park, 5880 Hubbard Drive, Rockville, Maryland 20852-4821, Attention: Dr. Bruce Kehr, CEO, and to the Holder at his, her or its address indicated on the first page of this Note. Any notice required or permitted by this Note shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below or as subsequently modified by written notice.

Section 4.2 Governing Law; Jurisdiction. Each of the Maker and the Holder expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the law of the State of Maryland. Each of the Maker and the Holder hereby agree that any dispute which may arise between them arising out of or in connection with this Note shall be adjudicated before a court located in the State of Maryland and they hereby submit to the exclusive jurisdiction of the courts of the State of Maryland and the federal courts located in the state of Maryland with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Note or any acts or omissions relating to its payment or conversion, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth below or such other address as the undersigned shall furnish in writing to the other.

Section 4.3 Headings/Text. Article and section headings in this Note are included herein for purposes of convenience of reference only and shall not constitute a part of this Note for any other purpose. Where text requires, words in the singular will be deemed to include the plural and vice-versa, and words of any gender will be deemed to include all genders.

Section 4.4 Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, at law or in equity (including, without limitation, a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit a Holder's right to pursue actual damages for any failure by the Maker to comply with the terms of this Note. Amounts set forth or provided for herein with respect to payments,

conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Maker (or the performance thereof). The Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable and material harm to the Holder and that the remedy at law for any such breach may be inadequate. Therefore the Maker agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all other available rights and remedies, at law or in equity, to seek and obtain such equitable relief, including but not limited to an injunction restraining any such breach or threatened breach, without the necessity of showing economic loss and without any bond or other security being required.

Section 4.5 Enforcement Expenses. The Maker agrees to pay all costs and expenses of enforcement of this Note, including, without limitation, reasonable attorneys' fees and expenses.

Section 4.6 Binding Effect. The obligations of the Maker and the Holder set forth herein shall be binding upon the successors and assigns of each such party, whether or not such successors or assigns are permitted by the terms hereof.

Section 4.7 Amendments. This Note may not be modified or amended in any manner except in writing executed by the Maker and the Holder.

Section 4.8 Compliance with Securities Laws. The Holder of this Note acknowledges that this Note is being acquired solely for the Holder's own account and not as a nominee for any other party, and for investment, and that the Holder shall not offer, sell or otherwise dispose of this Note.

Section 4.9 Parties in Interest. This Note shall be binding upon, inure to the benefit of and be enforceable by the Maker, the Holder and their respective successors and permitted assigns.

Section 4.10 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

Section 4.11 Maker Waivers. Except as otherwise specifically provided herein, the Maker and all others that may become liable for all or any part of the obligations evidenced by this Note, hereby waive presentment, demand, notice of nonpayment, protest and all other demands' and notices in connection with the delivery, acceptance, performance and enforcement of this Note, and do hereby consent to any number of renewals or extensions of the time or payment hereof and agree that any such renewals or extensions may be made without notice to any such persons and without affecting their liability herein and do further consent to the release of any person liable hereon, all without affecting the liability of the other persons, firms or Maker liable for the payment of this Note, AND DO HEREBY WAIVE TRIAL BY JURY.

(a) No delay or omission on the part of the Holder in exercising its rights under this Note, or course of conduct relating hereto, shall operate as a waiver of such rights or

any other right of the Holder, nor shall any waiver by the Holder of any such right or rights on any one occasion be deemed a waiver of the same right or rights on any future occasion.

(b) THE MAKER ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE.

Section 4.12 Severability. In the event any provision (or any part of any provision) contained in this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable.

INFORMEDIX HOLDINGS, INC.

By



Name: Bruce A. Kehr
Title: CEO

INFORMEDIX, INC.

By



Name: Bruce A. Kehr
Title: CEO

Wire Instructions

Payee: _____

Bank: _____

Address: _____

Bank No.: _____

Account No.: _____

Account Name: _____

SWIFT Code: _____

INFORMEDIX HOLDINGS, INC.

SUMMARY OF PROMISSORY NOTES
COLLATERALIZED BY THE INTELLECTUAL PROPERTY OF
INFORMEDIX HOLDINGS, INC.
AS OF JUNE 24, 2009

The Promissory Notes listed below represent the liens recorded against the value of the U.S. issued Patents of InforMedix Holdings, Inc. as of June 24, 2009. The liens related to Notes issued through May 8, 2009 have been recorded with both the United States Patent and Trademark Office, and with the State of Nevada, where InforMedix Holdings, Inc was incorporated. The lien(s) on Note(s) issued on June 24, 2009 will be recorded with both the United States Patent and Trademark Office, and with the State of Nevada where InforMedix Holdings, Inc. was incorporated.

<u>Note #</u>	<u>Amount</u>	<u>Noteholder</u>	<u>Incremental Debt Collateralized in Event of Default</u>
Notes Issued on May 8, 2009:			
PN-09-01	\$ 25,000	Phil Gross	Should Maker fail to repay Holder 60% of currently due and outstanding Convertible Debt issued on April 23, 2008, in the amount of \$6,000, by November 8, 2009, then the full amount of \$10,000 shall also be secured by Holder's security interest in the intellectual property.
PN-09-02	\$ 25,000	Harris Kaplan	None.
PN-09-03	\$ 25,000	Bruce A. Kehr, M.D.	Should Maker fail to repay Holder 60% of his unpaid Accrued Compensation earned through May 8, 2009, in the amount of \$135,722, by November 8, 2009, then the full amount accrued and unpaid as of May 8, 2009 (\$226,204) shall also be secured by Holder's security interest in the intellectual property .
Note Issued June 24, 2009:			
PN-09-04	\$ 15,000	Steven Sack	None.

INFORMEDIX HOLDINGS, INC.

**Unaudited Financial Statements of
InforMedix Holdings, Inc.
As of May 31, 2009**

The following Balance Sheet (Exhibit C-1) and Statement of Operations (Exhibit C-2) represent the unaudited internal Financial Statements of InforMedix Holdings, Inc. as of May 31, 2009. As illustrated in these statements, InforMedix Holdings, Inc. is unable to meet its current and projected operating needs at the present time, and lacks the resources to retire its outstanding Liabilities.

The ability of the Company to continue as a going concern is entirely dependent upon securing additional financing or being acquired, whether by:

1. Securing the infusion of new Equity or debt investments,
2. Securing Bridge Financing to provide added time to structure a reorganization, and/or
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Balance Sheet as of May 31, 2009	
Assets:	
Cash and Cash Equivalents	\$ 688.53
Other Current Assets:	
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InforMedix Holdings, Inc. <u>Statement of Operations thru May 31, 2009</u>		
Revenues:		
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Depreciation and Amortization		12,357.08
		660,568.12
		Total Operating Expenses
		NET PROFIT/(LOSS)
	\$	(644,858.27)

INFORMEDIX HOLDINGS, INC.

PROMISSORY NOTE

Due December 30, 2009

No. PN-09-04
Dated: June 30, 2009

\$15,000

For valuable consideration received, InforMedix Holdings, Inc., a Nevada corporation and InforMedix, Inc., a Delaware corporation (collectively "Maker"), hereby promises to pay to the order of Steven Sack (together with its successors, representatives, and permitted assigns, the "Holder"), in accordance with the terms hereinafter provided, the amount of Fifteen Thousand Dollars (\$15,000). This Promissory Note is referred to as the "Note".

As additional consideration and as collateral security for Maker's payment obligations under this Note, Maker hereby grants to Holder a security interest in the Maker's issued and pending patents, trademarks, copyrights and software (the "Intellectual Property"). The Holder's security interest in the Intellectual Property granted hereunder shall automatically terminate and be of no further force or effect upon the indefeasible payment in full of all amounts due hereunder; or upon Holder's voluntary conversion of the Note as provided below.

Holder agrees that Maker may, at Maker's sole election, place one or more additional promissory notes with the total original obligations due under those additional notes aggregating to not more than \$285,000 ("Additional Notes"), which Additional Notes will also be granted a security interest in the Maker's Intellectual Property equal in priority to the security interest granted hereby. Holder, together with each such holder of said additional promissory notes (individually an "Additional Note Holder" and collectively the "Additional Note Holders") agree that in the Event of Default (as defined below in Section 2.1) no Additional Note Holder will exercise any remedy under Sections 2.2 or 2.3 herein without the consent of the Additional Note Holders holding a majority of the interest of the Additional Notes. Maker covenants and warrants that to the extent that it grants other security interests in the Intellectual Property, all such Additional Notes will be identical in all material respects, including without limitation the pro-rata sharing of the Intellectual Property as comparably provided in this document, with the exceptions of Notes PN-09-01 and PN-09-03, which also included partial collateralization of other outstanding obligations in the event of default under the terms of the Default (see Exhibit B). Notwithstanding the aforesaid, such Additional Notes may be different in the amount of each promissory note.

All payments under or pursuant to this Note shall be made in United States Dollars in immediately available funds to the Holder at the address of the Holder first set forth above or at such other place as the Holder may designate from time to time in writing to the Maker or by wire transfer of funds to the Holder's account, instructions for which are attached hereto as Exhibit A. The Holder may elect, upon prior written notice to the Maker, to convert the Note into \$15,000 worth of the securities in any subsequent financing by the Maker subject to the terms, conditions and legal documentation set forth in that financing.

Maker hereby grants to Holder the right to file any financing statements, amendments, modifications, continuation statements or such other documents or instruments as Holder may

determine are necessarily reasonable to perfect, continue or enforce the security interest granted hereunder.

ARTICLE I
REPAYMENT

Section 1.1 \$15,000 shall be due and payable without notice or demand on December 30, 2009.

Section 1.2 Payment on Non-Business Days. Whenever any payment to be made shall be due on a Saturday, Sunday or a public holiday under the laws of the State of Maryland, such payment may be due on the next succeeding business day and such next succeeding day shall be included in the calculation of the amount of accrued interest payable on such date.

Section 1.3 Transfer. This Note may not be transferred or sold, nor pledged, hypothecated or otherwise granted as security by the Holder.

Section 1.4 Replacement. Upon receipt of a duly executed, notarized and unsecured written statement from the Holder with respect to the loss, theft or destruction of this Note (or any replacement hereof) and a standard indemnity, or, in the case of a mutilation of this Note, upon surrender and cancellation of such Note, the Maker shall issue a new Note, of like tenor and amount, in lieu of such lost, stolen, destroyed or mutilated Note without the necessity of a bond or other fees.

ARTICLE II
EVENTS OF DEFAULT; REMEDIES

Section 2.1 Events of Default. The occurrence of any of the following events shall be an “Event of Default” under this Note:

- (a) the Maker shall fail to pay this Note when due;
- (b) default shall be made in the performance or observance of (i) any covenant, condition or agreement contained in this Note and such default is not fully cured within ten (10) business days after the Holder delivers written notice to the Maker of the occurrence thereof
- (c) the Maker shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property or assets, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (iv) file a petition seeking to take advantage of any bankruptcy, insolvency, moratorium, reorganization or other similar law affecting the enforcement of creditors’ rights generally, (v) acquiesce in writing to any petition filed against it in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (vi) issue a notice of bankruptcy or winding down of its operations or

issue a press release regarding same, or (vii) take any action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing; or

(d) a proceeding or case shall be commenced in respect of the Maker, without its application or consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, moratorium, dissolution, winding up, or composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets in connection with the liquidation or dissolution of the Maker or (iii) similar relief in respect of it under any law providing for the relief of debtors, and such proceeding or case described in clause (i), (ii) or (iii) shall continue undismissed, or unstayed and in effect, for a period of thirty (30) days or any order for relief shall be entered in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic) against the Maker or action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing shall be taken with respect to the Maker and shall continue undismissed, or unstayed and in effect for a period of thirty (30) days.

Section 2.2 Remedies Upon An Event of Default. If an Event of Default shall have occurred on this Note and shall be continuing, the Holder of this Note may at any time at its option, (a) declare the entire \$15,000 due and payable, and thereupon, the same shall be accelerated and so due and payable, without presentment, demand, protest, or notice, all of which are hereby expressly unconditionally and irrevocably waived by the Maker; and (b) exercise or otherwise enforce any one or more of the Holder's rights, powers, privileges, remedies and interests under this Note, or applicable law. No course of delay on the part of the Holder shall operate as a waiver thereof or otherwise prejudice the right of the Holder. No remedy conferred hereby shall be exclusive of any other remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

Section 2.3 Confession of Judgment. If an Event of Default has occurred, Maker hereby authorizes any attorney admitted to practice before any Court of record in the United States or the Clerk of such court to appear on behalf of Maker in any court in one or more proceeding, before any clerk thereof or any other court official, and to CONFESS JUDGMENT against the Maker in favor of Holder in the full amount due on this Note (including any principal, accrued interest and any and all charges, fees and costs) plus reasonable attorneys fees (and paralegal fees), court costs, and any and all costs and expenses in regards to collection of this Note, all without prior notice or opportunity of Maker for prior hearing. Maker agrees and consents that venue and jurisdiction shall be proper in the Circuit Court of any County of the State of Maryland or of Baltimore City, Maryland, or in the United States District Court of Maryland. The authority and power to appear for an entered judgment against Maker shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto; such authority and power may be exercised on one or more occasions from time to time, in the same or different jurisdictions, as often as Holder shall deem necessary, convenient or proper.

ARTICLE III
PREPAYMENT

Section 3.1 At any time following the Issuance Date, the Maker may prepay in cash all (but not a portion) of the \$15,000 due under this Note.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices. Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, addressed to the Maker, at its registered office, Georgetowne Office Park, 5880 Hubbard Drive, Rockville, Maryland 20852-4821, Attention: Dr. Bruce Kehr, CEO, and to the Holder at his, her or its address indicated on the signature page of this Note. Any notice required or permitted by this Note shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below or as subsequently modified by written notice.

Section 4.2 Governing Law; Jurisdiction. Each of the Maker and the Holder expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the law of the State of Maryland. Each of the Maker and the Holder hereby agree that any dispute which may arise between them arising out of or in connection with this Note shall be adjudicated before a court located in the State of Maryland and they hereby submit to the exclusive jurisdiction of the courts of the State of Maryland and the federal courts located in the state of Maryland with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Note or any acts or omissions relating to its payment or conversion, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth below or such other address as the undersigned shall furnish in writing to the other.

Section 4.3 Headings/Text. Article and section headings in this Note are included herein for purposes of convenience of reference only and shall not constitute a part of this Note for any other purpose. Where text requires, words in the singular will be deemed to include the plural and vice-versa, and words of any gender will be deemed to include all genders.

Section 4.4 Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, at law or in equity (including, without limitation, a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit a Holder's right to pursue actual damages for any failure by the Maker to comply with the terms of this Note. Amounts set forth or provided for herein with respect to payments,

conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Maker (or the performance thereof). The Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable and material harm to the Holder and that the remedy at law for any such breach may be inadequate. Therefore the Maker agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all other available rights and remedies, at law or in equity, to seek and obtain such equitable relief, including but not limited to an injunction restraining any such breach or threatened breach, without the necessity of showing economic loss and without any bond or other security being required.

Section 4.5 Enforcement Expenses. The Maker agrees to pay all costs and expenses of enforcement of this Note, including, without limitation, reasonable attorneys' fees and expenses.

Section 4.6 Binding Effect. The obligations of the Maker and the Holder set forth herein shall be binding upon the successors and assigns of each such party, whether or not such successors or assigns are permitted by the terms hereof.

Section 4.7 Amendments. This Note may not be modified or amended in any manner except in writing executed by the Maker and the Holder.

Section 4.8 Compliance with Securities Laws. The Holder of this Note acknowledges that this Note is being acquired solely for the Holder's own account and not as a nominee for any other party, and for investment, and that the Holder shall not offer, sell or otherwise dispose of this Note.

Section 4.9 Parties in Interest. This Note shall be binding upon, inure to the benefit of and be enforceable by the Maker, the Holder and their respective successors and permitted assigns.

Section 4.10 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

Section 4.11 Maker Waivers. Except as otherwise specifically provided herein, the Maker and all others that may become liable for all or any part of the obligations evidenced by this Note, hereby waive presentment, demand, notice of nonpayment, protest and all other demands' and notices in connection with the delivery, acceptance, performance and enforcement of this Note, and do hereby consent to any number of renewals or extensions of the time or payment hereof and agree that any such renewals or extensions may be made without notice to any such persons and without affecting their liability herein and do further consent to the release of any person liable hereon, all without affecting the liability of the other persons, firms or Maker liable for the payment of this Note, AND DO HEREBY WAIVE TRIAL BY JURY.

(a) No delay or omission on the part of the Holder in exercising its rights under this Note, or course of conduct relating hereto, shall operate as a waiver of such rights or

any other right of the Holder, nor shall any waiver by the Holder of any such right or rights on any one occasion be deemed a waiver of the same right or rights on any future occasion.

(b) THE MAKER ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE.

Section 4.12 Severability. In the event any provision (or any part of any provision) contained in this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable.

INFORMEDIX HOLDINGS, INC.

By



Name: Bruce A. Kehr
Title: CEO

INFORMEDIX, INC.

By



Name: Bruce A. Kehr
Title: CEO

Wire Instructions

Payee: _____

Bank: _____

Address: _____

Bank No.: _____

Account No.: _____

Account Name: _____

SWIFT Code: _____

INFORMEDIX HOLDINGS, INC.

SUMMARY OF PROMISSORY NOTES

COLLATERALIZED BY THE INTELLECTUAL PROPERTY OF

INFORMEDIX HOLDINGS, INC.

AS OF JUNE 21, 2009

The Promissory Notes listed below represent the liens recorded against the value of the U.S. issued Patents of InforMedix Holdings, Inc. as of June 21, 2009. These liens have been recorded with both the United States Patent and Trademark Office, and with the State of Nevada, where InforMedix Holdings, Inc was incorporated.

<u>Note #</u>	<u>Amount</u>	<u>Noteholder</u>	<u>Incremental Debt Collateralized in Event of Default</u>
Notes Issued on May 8, 2009:			
PN-09-01	\$25,000	Phil Gross	Should Maker fail to repay Holder 60% of currently due and outstanding Convertible Debt issued on April 23, 2008, in the amount of \$6,000, by November 8, 2009, then the full amount of \$10,000 shall also be secured by Holder's security interest in the intellectual property.
PN-09-02	\$25,000	Harris Kaplan	None.
PN-09-03	\$25,000	Bruce A. Kehr, M.D.	Should Maker fail to repay Holder 60% of his unpaid Accrued Compensation earned through May 8, 2009, in the amount of \$135,722, by November 8, 2009, then the full amount accrued and unpaid as of May 8, 2009 (\$226,204) shall also be secured by Holder's security interest in the intellectual property .

INFORMEDIX HOLDINGS, INC.

**Unaudited Financial Statements of
InforMedix Holdings, Inc.
As of May 31, 2009**

The following Balance Sheet (Exhibit C-1) and Statement of Operations (Exhibit C-2) represent the unaudited internal Financial Statements of InforMedix Holdings, Inc. as of May 31, 2009. As illustrated in these statements, InforMedix Holdings, Inc. is unable to meet its current and projected operating needs at the present time, and lacks the resources to retire its outstanding Liabilities.

The ability of the Company to continue as a going concern is entirely dependent upon securing additional financing or being acquired, whether by:

1. Securing the infusion of new Equity or debt investments,
2. Securing Bridge Financing to provide added time to structure a reorganization, and/or
3. Pursuing other options including the potential of being acquired.

Without additional financing or being acquired, the Management and Board of Directors of the Company cannot warrant or represent that the Company will survive.

The Company is currently servicing two revenue-producing customers who each placed their third order for services under multi-year contracts: The University of Pennsylvania Stroke Prevention Program, under which the Company provides its Med-eXpert System and Med-eMonitor appliances, combined with an automated Lottery Reward System; and The University of Texas Health Sciences Center, San Antonio Schizophrenia Program. The Company has multiple revenue-producing opportunities in incubation with regional and national companies in the independent and chain pharmacy, senior living, senior home nutrition/meals provision, non-medical home healthcare, medical home healthcare, and other industries, directly and through channel partners at various stages of development, including proposals submitted which are under negotiation, and beta programs underway, with an emphasis on moving to the Letter-of-Intent phase with these opportunities as soon as is practicable. Neither the Management nor the Board of Directors of the Company can guarantee that any of these opportunities will materialize into revenue-producing contracts.

Each prospective Promissory Note Holder of Loans receiving a collateralized position in the Intellectual Property of InforMedix Holdings, Inc. acknowledges that they have reviewed the information disclosed with these unaudited and internal Financial Statements of InforMedix Holdings, Inc. as of May 31, 2009, and that their decision to provide funding per the attached Promissory Note was made with full access to financial information on the Company, and acknowledge that he or she has received responses to any questions that they have raised to Management, in connection with their review.

InforMedix Holdings, Inc.	
Balance Sheet as of May 31, 2009	
Assets:	
Cash and Cash Equivalents	\$ 688.53
Other Current Assets:	
Accounts Receivable	-
Prepaid Assets	12,451.03
Inventory	324,126.16
Deposits	5,059.00
Total Other Current Assets	<u>341,636.19</u>
Fixed Assets:	
Fixed Assets	309,515.09
Accumulated Depreciation	(283,344.02)
Net Fixed Assets	<u>26,171.07</u>
Total Assets	<u>\$ 368,495.79</u>
Total Liabilities and Shareholders' Equity/(Deficit)	
Liabilities	
Accounts Payable	623,914.44
Contested Accounts Payable	105,985.38
Subordinated Convertible Promissory Notes	920,000.00
Discount on Sub Conv Prom Notes	(1,277.61)
Common Stock to be Issued	83,333.34
Accrued Expenses	113,987.45
Notes Payable - Unsecured	130,000.00
Notes Payable - Secured by IP	75,000.00
Accrued Compensation	595,410.90
Deferred Revenues	-
Total Liabilities	<u>2,646,353.90</u>
Shareholders Equity/((Deficit)	
Common Stock	119,985.66
Paid in Capital	30,873,528.29
Retained Earnings as of December 31, 2008	(32,626,513.79)
Loss for Period January 1 - May 31, 2009	(644,858.27)
Total S/H Equity/(Deficit)	<u>(2,277,858.11)</u>
Total Liab and S/H Equity/(Deficit)	<u>368,495.79</u>

Exhibit C-2

InforMedix Holdings, Inc. <u>Statement of Operations thru May 31, 2009</u>		
Revenues:		
Revenues	\$	15,329.85
Costs of Goods Sold		(380.00)
		15,709.85
Gross Margin		
Operating Expenses:		
G&A, Sales, Marketing and Production		453,307.54
Non-Cash Compensation		139,170.43
Patent Expense		9,000.00
Accretion on Sub Conv Prom Note Discount		13,058.00
Interest Expense and Interest Income (Net)		33,675.07
Depreciation and Amortization		12,357.08
		660,568.12
		NET PROFIT/(LOSS)
	\$	(644,858.27)