

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
UBS AG, Stamford Branch, as Collateral Agent	08/04/2010
RECEIVING PARTY DATA	
Name:	Adheris, Inc.
Street Address:	One Van DeGraaf Drive
City:	Burlington
State/Country:	MASSACHUSETTS
Postal Code:	01803
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6654724
Patent Number:	7127432
Application Number:	11470043
Application Number:	11554359
Application Number:	10722262
CORRESPONDENCE DATA	
Fax Number:	(800)516-6304
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	614-280-3562
Email:	ted.mulligan@wolterskluwer.com
Correspondent Name:	Ted Mulligan
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Address Line 2:	Suite 125
Address Line 4:	Columbus, OHIO 43219
ATTORNEY DOCKET NUMBER:	7907117
NAME OF SUBMITTER:	Ted Mulligan

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PATENT
REEL: 024794 FRAME: 0078

Total Attachments: 5

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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
UBS AG, Stamford Branch, as Collateral Agent

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Adheris, Inc.
Internal Address: _____
Street Address: One Van de Graaff Drive
City: Burlington
State: MA
Country: USA Zip: 01803

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) August 4, 2010

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Release of Patents

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
11/470,043, 11/554,359 and 10/722,262

B. Patent No.(s)
6,654,724 and 7,127,432

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: MAUREEN P. MURPHY, LEGAL ASSISTANT
Internal Address: CAHILL GORDON & REINDEL LLP
Street Address: 80 PINE STREET
City: NEW YORK
State: NY Zip: 10005
Phone Number: 212-701-3283
Fax Number: 212-378-2440
Email Address: mmurphy@cahill.com

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
Deposit Account Number _____
Authorized User Name _____

9. Signature: Maureen P. Murphy Signature _____ Date August 4, 2010

MAUREEN P. MURPHY
Name of Person Signing _____

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ITEM 2 (cont'd)
to Patents Recordation Form Cover Sheet

Additional Receiving Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Address</u>
DialogCoach LLC	Delaware	LLC	110 North Main Street, Coopersburg, PA 18036
ParagonRx International LLC	Delaware	LLC	2751 Centerville Road, Suite 100, Wilmington, DE 19808

RELEASE OF SECURITY INTEREST IN PATENTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS (this “Release”) is made as of August 4, 2010 and granted by UBS AG, Stamford Branch, in its capacity as Collateral Agent (in such capacity, the “Agent”) pursuant to the Security Agreement dated as of October 5, 2005 among Ventiv Health, Inc. (the “Borrower”) and the guarantors party thereto (each a “Pledgor” and together with the Borrower, the “Pledgors”), and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and the Patent Security Agreements dated as of November 29, 2006 and July 6, 2007 among the Borrower and the Pledgors party thereto, and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreements” and together with the Security Agreement, the “Security Agreements”), in favor of the Pledgors. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Security Agreement.

WHEREAS, pursuant to the terms and conditions of the Security Agreements, the Pledgors granted to the Agent a continuing lien on and security interest in and to all of its right, title and interest in, to and under the Patents set forth on Schedule I hereto and all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the “Patent Collateral”);

WHEREAS the Patent Security Agreements have been recorded with the Assignment Division of the U.S. Patent and Trademark Office on December 28, 2006 at Reel 018686 and Frame 0787 and on July 16, 2007 at Reel 019559 and Frame 0031; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels, re-pledges, reassigns and releases to the Pledgors any and all liens and security interests it has against the Patent Collateral, without warranty or recourse.

If and to the extent the Agent has acquired any right, title or interest to any of the Patent Collateral, it hereby assigns and transfers such rights, title or interest to the respective Pledgors, including, but not limited to, any and all rights to sue for and collect damages for past infringements. For the avoidance of doubt, other than the release made hereby, the Security Agreements otherwise remain in full force and effect.

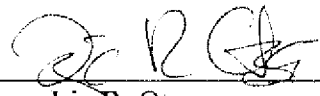
This Release shall be construed in accordance with and governed by the law of the State of New York.

(signature page follows)

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

UBS AG, STAMFORD BRANCH.,
as Agent

By: 
Name: Mary E. Evans
Title: Associate Director

By: 
Name: Irja R. Otsa
Title: Associate Director

[Patent Release]

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN PATENTS

Patent Registrations:

OWNER	PATENT/ APPLICATION NUMBER	DESCRIPTION
Adheris, Inc.	Patent No.: 6,654,724	System for processing pharmaceutical data while maintaining patient confidentiality
Adheris, Inc.	Patent No.: 7,127,432	System for enabling data processing while maintaining confidentiality
Adheris, Inc.	Application No.: 11/470,043	System for enabling data processing while maintaining confidentiality Final Rejection 04/30/10
DialogCoach LLC	Application No.: 11/554,359	Learning content mentoring system, electronic program, and method of use
ParagonRx International LLC	Application No.: 10/722,262	Method of assessing and managing risks associated with a pharmaceutical product