

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Envision Pharmaceutical Holdings, Inc.	11/22/2010
RECEIVING PARTY DATA	
Name:	The Huntington National Bank
Street Address:	220 Market Avenue South, CA112
City:	Canton
State/Country:	OHIO
Postal Code:	44702
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10316024
CORRESPONDENCE DATA	
Fax Number:	(614)227-2100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	614-227-2100
Email:	ipdocket@porterwright.com
Correspondent Name:	Karen K. Hammond
Address Line 1:	41 South High Street
Address Line 4:	Columbus, OHIO 43215
ATTORNEY DOCKET NUMBER:	0266900-184741
NAME OF SUBMITTER:	Karen K. Hammond
Total Attachments: 10 source=patsecagmt_envision#page1.tif source=patsecagmt_envision#page2.tif source=patsecagmt_envision#page3.tif source=patsecagmt_envision#page4.tif source=patsecagmt_envision#page5.tif	

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SHORT FORM PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of November 22, 2010, by ENVISION PHARMACEUTICAL HOLDINGS INC., a Delaware corporation (the "*Borrower*"), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to *Section 7.10 (Additional Guarantors)* (each a "*Grantor*" and, collectively, the "*Grantors*") in favor of THE HUNTINGTON NATIONAL BANK ("*Huntington*"), as Administrative Agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, together with its successors in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 22, 2010 (as amended, modified or supplemented from time to time, the "*Credit Agreement*") among the Borrower, each institution from time to time party thereto as a Lender, Huntington as issuing bank for any Letters of Credit issued thereunder and as a Lender, and the Administrative Agent, the Lenders, and Huntington as issuing bank have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors (other than the Borrower) are party to the Subsidiary Guaranty (as defined in the Security Agreement) pursuant to which they have guaranteed the Obligations (as defined in the Credit Agreement); and

WHEREAS, all the Grantors are party to a Security Agreement, dated as of November 22, 2010, in favor of the Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, Huntington as issuing bank and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and Huntington as issuing bank to continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates, and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Patent Collateral*"):

- (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Amended and Restated Security Agreement

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ENVISION PHARMACEUTICAL HOLDINGS INC.,
as Borrower and Grantor

By: Barry I. Katz
Name: Barry I. Katz
Title: CHIEF OPERATING OFFICER

RX OPTIONS, INC.,
as Grantor

By: Barry I. Katz
Name: Barry I. Katz
Title: PRESIDENT

ENVISION PHARMACEUTICAL SERVICES, INC.,
AN OHIO CORPORATION,
as Grantor

By: Barry I. Katz
Name: Barry I. Katz
Title: EXECUTIVE VICE PRESIDENT

ORCHARD PHARMACEUTICAL SERVICES, INC.,
as Grantor

By: Barry I. Katz
Name: Barry I. Katz
Title: PRESIDENT

ENVISION PHARMACEUTICAL SERVICES, INC., A
NEVADA CORPORATION,
as Grantor

By: Barry I. Katz
Name: Barry I. Katz
Title: TREASURER

(SIGNATURE PAGE TO SHORT FORM PATENT SECURITY AGREEMENT)

ENVISION MEDICAL SOLUTIONS, INC.,
as Grantor

By: Barry I. Katz
Name: BARRY I. KATZ
Title: PRESIDENT

FIRST FLORIDA INSURERS OF TAMPA, INC.,
as Grantor

By: Barry I. Katz
Name: BARRY I. KATZ
Title: PRESIDENT

ADVANCE BENEFITS, INC.,
as Grantor

By: Barry I. Katz
Name: BARRY I. KATZ
Title: PRESIDENT

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO SHORT FORM PATENT SECURITY AGREEMENT]

ENVISION MEDICAL SOLUTIONS, INC.,
as Grantor

By: _____
Name:
Title:

FIRST FLORIDA INSURERS OF TAMPA, INC.,
as Grantor

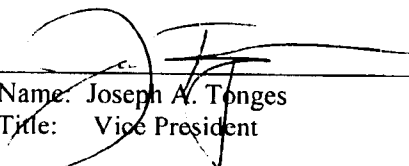
By: _____
Name:
Title:

ADVANCE BENEFITS, INC.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

By: 
Name: Joseph A. Tonges
Title: Vice President

[SIGNATURE PAGE TO SHORT FORM PATENT SECURITY AGREEMENT]

PATENT
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ACKNOWLEDGMENT OF GRANTORS

STATE OF OHIO)
COUNTY OF Summit) ss.



Martin Mount
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/21/11

On this 9 day of November, 2010 before me personally appeared Barry F. Katz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ENVISION PHARMACEUTICAL HOLDINGS INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public



Martin Mount
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/21/11

STATE OF OHIO)
COUNTY OF Summit) ss.

On this 9 day of November, 2010 before me personally appeared Barry F. Katz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RX OPTIONS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

[ACKNOWLEDGEMENT OF GRANTORS FOR SHORT FORM PATENT SECURITY AGREEMENT]

STATE OF OHIO)
)
COUNTY OF Summit) ss.



Martin Mounk
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/21/11

On this 9 day of November, 2010 before me personally appeared Barry I. Katz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **ENVISION PHARMACEUTICAL SERVICES, INC.**, an Ohio corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

STATE OF OHIO)
)
COUNTY OF Summit) ss.



Martin Mounk
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/21/11

On this 9 day of November, 2010 before me personally appeared Barry I. Katz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **ORCHARD PHARMACEUTICAL SERVICES, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

[ACKNOWLEDGEMENT OF GRANTORS FOR SHORT FORM PATENT SECURITY AGREEMENT]

STATE OF OHIO)
) ss.
COUNTY OF Summit)



Martin Monst
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/21/11

On this 9 day of November, 2010 before me personally appeared Barry I. Katz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **ENVISION PHARMACEUTICAL SERVICES, INC.**, a Nevada corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF Summit)



Martin Monst
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/21/11

On this 9 day of November, 2010 before me personally appeared Barry I. Katz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **ENVISION MEDICAL SOLUTIONS, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

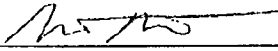
[ACKNOWLEDGEMENT OF GRANTORS FOR SHORT FORM PATENT SECURITY AGREEMENT]

STATE OF OHIO)
) ss.
COUNTY OF Summit)



Martin Mount
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/21/11

On this 9 day of November, 2010 before me personally appeared Barry F. Katz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **FIRST FLORIDA INSURERS OF TAMPA, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

STATE OF OHIO)
) ss.
COUNTY OF Summit)



Martin Mount
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/21/11

On this 9 day of November, 2010 before me personally appeared Barry F. Katz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **ADVANCE BENEFITS, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

[ACKNOWLEDGEMENT OF GRANTORS FOR SHORT FORM PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

A. REGISTERED PATENTS

None

B. PATENT APPLICATIONS

Rx Options, Inc., Grantor; James Mindala, Inventor
Application For United States Patent, "A SYSTEM AND METHOD FOR
DETERMINING THE COST OF A PHARMACEUTICAL," Patent Customer
No. 30734.

C. PATENT LICENSES

None

COLUMBUS/1562554v.2