

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement (Senior Subordinated Debt)

CONVEYING PARTY DATA

Name	Execution Date
1-REX, INC.	08/25/2011

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza, MD 109047
Internal Address:	Attn: Mezzanine Finance Group
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	6112182
Patent Number:	7899686
Application Number:	13036576
Application Number:	13036626
Application Number:	13036691
Application Number:	11098168
Application Number:	12239486

CORRESPONDENCE DATA

Fax Number: (202)533-9099
 Phone: 202-467-8856
 Email: iplaw@vorys.com, rsdonnell@vorys.com,
jspiantanida@vorys.com, dharcher@vorys.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Vorys, Sater, Seymour and Pease LLP
 Address Line 1: P.O. Box 2255 -- IPLAW@Vorys

CH \$280.00 6112182

501664178

**PATENT
 REEL: 026936 FRAME: 0297**

Address Line 2: Attn: Richard S. Donnell, Esq.
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER: 05252/797/1707/PATSUB

NAME OF SUBMITTER: Richard S. Donnell

Total Attachments: 15

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A FIFTH THIRD BANCORP BANK**PATENT SECURITY AGREEMENT**

(Senior Subordinated Debt)

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of August 25, 2011 (the "Effective Date"), is entered into by and between **1-REX, INC.**, a Delaware corporation (which will, in connection with the Closing Date Transactions, change its name to HCC, Inc.) ("Debtor"), whose principal place of business and mailing address is 2601 Scott Avenue, Suite 600, Fort Worth, Texas 76103, and **FIFTH THIRD BANK**, an Ohio banking corporation, through its Mezzanine Finance Group ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (in such capacities, "Secured Party"). Debtor hereby grants to Secured Party a continuing security interest in and to, and Lien on, all of the "Patent Collateral", as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

1. SECURED OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Senior Subordinated Credit Agreement dated of even date herewith by and among Lender, Debtor and the other parties thereto (as may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement").

2. PATENT COLLATERAL: The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the "Patent Collateral") comprises collectively: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing patents and patent applications, including the patents and patent applications, and the inventions and improvements described and claimed in such patents and patent applications, listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Patents"); (b) all reissues, re-exams, divisions, continuations, renewals, extensions and continuations-in-part of each of the Patents; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Patents, including damages and payments for past or future infringements of any and all of the Patents; (d) all rights to sue for past, present and future infringements of any and all of the Patents; (e) all rights corresponding to each of the Patents throughout the world; and (f) all rights of Debtor as licensor or licensee under, and with respect to, any patents or patent applications, including the licenses listed on Schedule I and the Patent Licenses (as defined in Section 4) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement, collectively, as "Patent License Rights").

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein, "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time;

and “Ohio UCC” means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

4. LICENSES:

Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Patents (a “Patent License”) (other than in the ordinary course of Business consistent with past custom and practice) without the prior written consent of Secured Party, which consent may be granted or withheld by Secured Party in accordance with this Section 4, and each such Patent License so granted shall be subject to the terms and conditions of this Agreement. Secured Party shall not withhold its consent to a Patent License if: (i) such Patent License is reasonably necessary or appropriate in the ordinary course of Debtor’s Business and (ii) no Event of Default has occurred and is continuing.

5. REPRESENTATIONS AND WARRANTIES:

To induce Lender to make the Loan and other extensions of credit pursuant to the Loan Documents, Debtor represents to Secured Party that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Credit Agreement is required to be, or is deemed to be, remade pursuant thereto, true:

(a) Debtor is, and as to any property which at any time forms a part of the Patent Collateral, shall be, the owner of each and every item of the Patent Collateral, or otherwise have the right to grant a security interest in the Patent Collateral, in each case free from any Lien or license except (i) for the security interest hereby granted or as otherwise disclosed on Schedule I, (ii) to the extent, if any, of Permitted Liens, and (iii) to the extent of any license expressly permitted by this Agreement;

(b) Set forth in Schedule I is a complete and accurate list of all United States federally-registered Patents and Patent License Rights owned by Debtor or in which Debtor has any rights;

(c) Debtor has full right to grant the security interest hereby granted.

(d) Each United States federally-registered Patent is subsisting and has not been adjudged invalid, unpatentable, or unenforceable, in whole or in part, and is enforceable, except as otherwise set forth on Schedule I, and to Debtor’s Knowledge, each application for any patent registration is valid and subsisting;

(e) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Patent Collateral except as expressly permitted by Section 4 or as otherwise disclosed on Schedule I;

(f) Reasonable and proper statutory notice has been used in all material respects in connection with the use of each United States federally-registered Patent;

(g) To Debtor's Knowledge, the Patent License Rights are in full force and effect. Debtor is not in default under any of the Patent License Rights and, to Debtor's Knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, could reasonably be expected to constitute a default by Debtor under the Patent License Rights; and

(h) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS: Until the Termination of this Agreement has occurred in accordance with Section 9(k):

(a) Debtor will furnish to Secured Party upon Secured Party's reasonable request, no more frequently than twice per Fiscal Year unless an Event of Default has occurred and is continuing, a current list of all of the items of the Patent Collateral for the purpose of identifying the Patent Collateral, including any licensing of Patent Collateral, and all other information in connection with the Patent Collateral as Secured Party may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Patent Collateral; *provided* that so long as (i) FTSFG is an Affiliate of Secured Party and has the right to request current lists of the Patent Collateral in accordance with the FTSFG Senior Debt Documents and (ii) no Event of Default has occurred, Secured Party will not additionally request any current list of Patent Collateral from Debtor but may instead rely on the current lists of Patent Collateral requested and received by FTSFG;

(b) Should Debtor obtain an ownership interest in any United States federally-registered Patent License Rights or United States federally-registered Patent which is not now identified in Schedule I: (i) Debtor will give prompt written notice to Secured Party, (ii) the provisions of Section 2 shall automatically apply to the Patent License Rights and Patents acquired or obtained, and (iii) each of such Patent License Rights and Patents shall automatically become part of the Patent Collateral under this Section 6(b). Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Patents and Patent License Rights which become part of the Patent Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each United States federally-registered Patent and to pursue each item of Patent Collateral, including the filing of divisional, continuation, continuation-in-part and substitute applications; the filing of applications for reissue, renewal or extensions; the payment of maintenance fees; and the participation in reexamination, opposition, interference and infringement proceedings or the

foreign equivalents thereof. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other United States federally-registered Patent and patent application to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not abandon any right to file a patent application or abandon any Patent or pending patent application unless the invention which is the subject of such patent application or Patent is not material to the conduct of Debtor's or its Affiliates' businesses or unless it is the opinion of Debtor's counsel that a meaningful patent will not issue on a patent application;

(d) Debtor will notify Secured Party immediately in writing (i) of any information which Debtor has received, or of which Debtor otherwise has Knowledge, which could reasonably be expected to materially adversely affect the value of the Patent Collateral or the rights of Secured Party with respect thereto, and (ii) when Debtor has Knowledge: (A) that any item of the Patent Collateral material to its business may become abandoned or dedicated; (B) of any adverse determination or any development (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Patent Collateral material to its business; or (C) that Debtor is or could reasonably be expected to be in default of any of the Patent License Rights;

(e) Debtor will promptly notify Secured Party should Debtor have Knowledge that any of the Patent Collateral is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other commercially reasonable actions under the circumstances to protect the Patent Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Patent Collateral except as expressly permitted by this Agreement or the Credit Agreement; (ii) create or suffer to exist any Liens on, or with respect to, any of the Patent Collateral except as may otherwise be disclosed in Schedule I or as otherwise expressly permitted by the Credit Agreement; or (iii) take any other action in connection with any of the items of Patent Collateral that could reasonably be expected to materially impair the value of the interests or rights of Debtor or Secured Party in, to or under such Patent Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each United States federally-registered Patent in its business; and

(h) Debtor will pay all reasonable expenses and attorneys' fees incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Patent Collateral and the other Loan Collateral.

(i) Notwithstanding anything to the contrary herein, so long as FTSFG is an Affiliate of Lender, until the FTSFG Senior Debt has been paid in full and the FTSFG Senior Debt Credit Agreement has terminated:

(i) Any provision hereof that requires Debtor to deliver any Patent Collateral to Lender may be satisfied by the delivery of such Patent Collateral by Debtor to FTSFG under the FTSFG Senior Debt Documents; and

(ii) Any notice required to be delivered by Debtor to Secured Party under this Section 6 shall be deemed timely delivered if such notice is timely delivered by Debtor to FTSFG under Section 6 of the Patent Security Agreement (as such term is defined in the FTSFG Senior Debt Credit Agreement).

7. POWER OF ATTORNEY: Debtor hereby makes, constitutes and appoints Secured Party its true and lawful attorney in fact to act with respect to the Patent Collateral in any transaction, legal proceeding, or other matter in which Secured Party is acting pursuant to this Agreement. Debtor specifically authorizes Secured Party as its true and lawful attorney in fact: (a) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Patent Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (b) to record the security interest in any and all Patent Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable governmental authority), and (c) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Patent Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Patent Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Patent Collateral. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(k) of this Agreement.

8. DEFAULT:

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, at Secured Party's option and without further notice to Debtor except as expressly provided in the Credit Agreement or the other Loan Documents, resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Patent Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Patent Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring Debtor to assemble all or any part of the documents embodying the Patent Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party; (iii) licensing the Patent Collateral or any part thereof, or assigning its rights to the Patent License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Patent Licenses or otherwise in respect of the Patent Collateral; and (iv) selling the Patent Collateral at public or private sale, and Debtor will, after payment in full of all Obligations, be credited with the net proceeds of such

sale, only when they are actually received by Secured Party, and any requirement of reasonable notice of any disposition of the Patent Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Patent Collateral, Debtor will supply to Secured Party or its designee Debtor's (A) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Patent Collateral subject to such disposition and (B) customer lists and other records relating to such Patent Collateral and to the distribution of such products and services.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Patent Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Patent Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Patent Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Patent Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement; *provided* that nothing herein or in any of the Loan Documents shall be construed to supersede, or to have merged into, any of the FTSFG Senior Debt Documents, all of which will remain in full force and effect, subject to, and in accordance with, their respective terms. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that: (i) describe the Patent Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Patent Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or, upon the occurrence and during the continuance of an Event of Default, to enforce the security interest granted to Secured Party in the Patent Collateral.

(f) Secured Party shall have no duty of care with respect to the Patent Collateral except that Secured Party shall exercise reasonable care with respect to the Patent Collateral in Secured Party's custody. Secured Party shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Secured Party accords its own property or (ii) Secured Party takes such action with respect to the Patent Collateral as Debtor shall reasonably request in writing. Secured Party will not be deemed to have, and nothing in this subparagraph (f) may be construed to deem that Secured Party has, failed to exercise reasonable care in the custody or preservation of Patent Collateral in its possession merely because either (A) Secured Party failed to comply with any request of Debtor or (B) Secured Party failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Secured Party has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the

context clearly indicates the contrary. The description of the Patent Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the "Collateral" as defined in the applicable Borrower Security Agreement or Secured Party's rights or remedies respecting such "Collateral". Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the applicable Borrower Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

(h) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(j) Debtor recognizes that, in the event that Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to Secured Party; therefore, Debtor agrees that Secured Party, if Secured Party so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(k) This Agreement will terminate ("Termination") on the full performance, payment and satisfaction of the Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted). Upon such Termination, Secured Party will, promptly upon Debtor's request and at Debtor's expense, execute and deliver to Debtor a release of the Liens granted to Secured Party hereunder on the Patent Collateral or similar instrument of re-conveyance prepared by Secured Party and deliver UCC termination statements with respect to the Liens granted to Secured Party hereunder on the Patent Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date, to be effective at all times on and after the Effective Time of the Merger.

1-REX, INC., which will change its name to
HCC, Inc.

By: Michael McManus

Name: Michael McManus

Title: President

FIFTH THIRD BANK

By: _____

Harrison S. Mullin

Vice President

SIGNATURE PAGE TO
PATENT SECURITY AGREEMENT
(SENIOR SUBORDINATED DEBT)

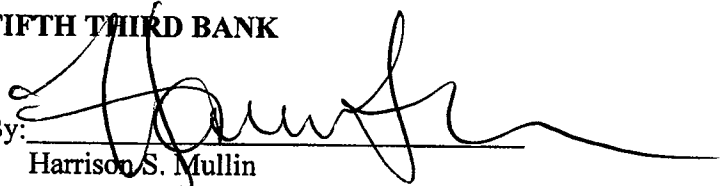
PATENT
REEL: 026936 FRAME: 0307

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date, to be effective at all times on and after the Effective Time of the Merger.

1-REX, INC., which will change its name to
HCC, Inc.

By: _____
Name: Michael McManus
Title: President

FIFTH THIRD BANK

By:  _____
Harrison S. Mullin
Vice President

SIGNATURE PAGE TO
PATENT SECURITY AGREEMENT
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PATENT
REEL: 026936 FRAME: 0308

SCHEDULE I**PATENTS AND PATENT APPLICATIONS**

Title of Invention	App. No.	Filing Date	Patent No.	Issue Date	Liens, etc.
Method and Apparatus for Integrated Management of Pharmaceutical and Healthcare Services	08/585,861	01-16-1996	6,112,182	08-29-2000	USPTO assignment records do not show how title transferred from Healthcare Computer Corporation to 1-Rex, Inc.
System and Method for Managing Prescription Data	10/371,593	02-21-2003	7,899,686	03-01-2011	None
System and Method for Managing Prescription Data to Generate Prescription Refill Data	13/036,576	02-28-2011	Pending	Pending	None
System and Method for Managing Prescription Data to Determine Approved Prices	13/036,626	02-28-2011	Pending	Pending	None
System and Method for Managing Prescription Data to Detect Pathogens	13/036,691	02-28-2011	Pending	Pending	None
Pharmacy System Data Interface System and Method	11/098,168	04-04-2005	Pending	Pending	None
Video Storage and Retrieval System	12/239,486	09-26-2008	Pending	Pending	None

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PATENT SECURITY AGREEMENT
(SENIOR SUBORDINATED DEBT)

PATENT LICENSES

IN-BOUND LICENSE AGREEMENT IN RESPECT OF INTELLECTUAL PROPERTY LICENSED FROM WILLIAM REX AKERS				
LICENSEE	LICENSOR	AGREEMENT	LICENSED IP	
HCC/FDS	William Rex Akers	Patent License Agreements, each effective as of June 29, 2006, as amended	Patent Registration No. 6,597,392 (U.S.)	
HCC/FDS	William Rex Akers	Patent License Agreements, each effective as of June 29, 2006, as amended	Patent Registration No. 7,885,822 (U.S.) [formerly Patent Application No. 09/851,745]	
HCC/FDS	William Rex Akers	Patent License Agreements, each effective as of June 29, 2006, as amended	Patent Registration No. 7,982,769 (U.S.) [formerly Patent Application No. 10/366,179]	
HCC/FDS	William Rex Akers	Patent License Agreements, each effective as of June 29, 2006, as amended	Patent Registration No. 7,956,894 (U.S.) [formerly Patent Application No. 10/369,843]	
HCC/FDS	William Rex Akers	Patent License Agreements, each effective as of June 29, 2006, as amended	Patent Registration No. 249937 (MX) [formerly Patent Application [No. <u>PA/A/2003/010289</u>]	

HCC/FDS	William Rex Akers	Patent License Agreements, each effective as of June 29, 2006, as amended	Patent Application No. 13/095,561 (U.S.) [awaiting examination]
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IN-BOUND LICENSE AGREEMENTS IN RESPECT OF INTELLECTUAL PROPERTY LICENSED FROM THIRD PARTIES (OTHER THAN WILLIAM REX AKERS)

1. **Transoft Inc.** Software License and Reseller Agreement, dated as of February 1, 1996, between HCC and Transoft Inc., subsequently amended by that certain Amendment #1, dated as of March 31, 2010, executed in connection with the software/product known as "U/SQL Client-Server", as more particularly described therein.
2. **Micro Focus (US), Inc. ("Micro Focus")**. Micro Focus was formerly known as Acucorp. ISV License Agreement for the Acucorp Line of Products (Runtime Reproduction), dated as of June 27, 2011, between HCC and Micro Focus, in connection with the Acucobol™ Runtime Systems identified as "Alpha-PC". Alpha-PC is used by HCC and incorporated into HCC's computer programming systems.
3. **Architext Incorporated**. Architext Software License Agreement, dated as of September 27, 2007, between Architext Incorporated and HCC, covering that certain Architext PrescriptionSet™ Software (which includes *Architext Graphics Library PrescriptionSet™*) and applicable trademarks as set forth therein.
4. **Voice-Tech, Inc. ("Voice-Tech")**. Doctor Fax Software Module (Windows Based) licensed to HCC pursuant to that certain Reseller's Blanket License Agreement, dated as of July 1, 2003, between Voice-Tech and HCC.
5. **Hamacher Resource Group, LLC ("Hamacher")**. License Agreement, dated as of October 12, 2007, between Hamacher and HCC, executed in connection with the POS-Source™ Database content and updates for use by HCC to support stores utilizing point-of-sale systems.
6. **Verispan**. Pursuant to that certain De-Identification Software License Agreement, dated as of October 22, 2007, executed on behalf of FDS Specialty and Verispan, L.L.C. ("Verispan"), Verispan granted FDS Specialty a license to use the Verispan Encryption and Formatting Program De-identification Software, as more particularly described therein.

7. **Surescripts.** FDS holds a license to use, for internal business use only, those certain Licensed Products defined in the Pharmacy Aggregator Master Agreement, dated as of October 3, 2003, between FDS and SureScript Systems, Inc. d/b/a SureScripts ("SureScript"), subsequently amended as of April 23, 2010, by that certain Amendment No. 1 to the Pharmacy Aggregator Master Agreement, executed between FDS and Surescripts, LLC, successor-in-interest to SureScript ("Surescripts").
8. **Wolters Kluwer.** HCC holds a license to the Licensed Products defined on Exhibit 1 of that certain First Databank Standard License Agreement, dated as of January 1, 1999, between HCC and First Databank, Inc., a wholly-owned subsidiary of The Hearst Corporation (collectively, "Wolters Kluwer"), as modified and supplemented by that certain (i) First Amendment, dated as of October 15, 2000; (ii) Second Amendment, undated; (iii) Third Amendment, dated as of April 1, 2005; (iv) Fourth Amendment, dated as of May 1, 2005; and (v) Fifth Amendment, dated as of January 1, 2008.

**THIRD-PARTY RIGHTS TO DEBTOR INTELLECTUAL
PROPERTY (OUT-BOUND LICENSE AGREEMENTS)**

- (1) **IHC.** Licensed Software listed on Schedule A of that certain Purchase, License and Services Agreement, dated as of September 22, 2006, executed on behalf of IHC, HCC and FDS.
- (2) **Wolters Kluwer.** Data Supply Agreement for Retail Pharmacy Data, dated as of March 1, 2006, between Source Healthcare Analytics, Inc. ("Wolters Kluwer Health"), and FDS, subsequently amended by that certain First Amendment to Data Supply Agreement, dated as of March 1, 2009.
- (3) **LDM.** Patent License, between William Rex Akers and LDM Group, LLC, effective as of November 8, 2007, with respect to Patent Registration No. 6,112,182 (U.S.), which will be assigned to HCC pursuant to that certain Patent License Agreement, between William Rex Akers and HCC, dated as of August 25, 2011.