Form PTO-1595 (Rev. 07/05) OMB No. 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMISSION U.S. DEPARTMENT OF COMMISSION OF COMMISSIO
m000-20-13 "	20/2013 July 20 2013 Sth. Floor ments or the new and ess(es) below
To the Director of the U.S. Patent and T 1. Name of conveying party(ies)	s of receiving party(les)
mVISUM, INC.	Name: NJEDA
	Internal Address: P.O. BOX 990
Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance/Execution Date(s): Execution Date(s) JANUARY 9, 2009 Assignment Merger Security Agreement Change of Name Joint Research Agreement Government Interest Assignment Executive Order 9424, Confirmatory License Other 4. Application or patent number(s): This A. Patent Application No.(s)	Street Address: _36 WEST STATE STREET City: _TRENTON State: NJ Country: _USA
Additional numbers attached? ✓ Yes No	
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 7
Name: ALICE CATAPANO, NJEDA	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 280.00
Internal Address: P.O. BOX 990	Authorized to be charged by credit card Authorized to be charged to deposit account
Street Address:	✓ Enclosed None required (government interest not affecting title)
City: TRENTON	8. Payment Information
State: NJ Zip: 08625	a. Credit Card Last 4 Numbers Expiration Date
Phone Number: 609-858-6700	b. Deposit Account Number
Fax Number:	
Email Address: <u>ACATAPANO@NJEDA.COM</u>	Authorized User Name
9. Signature: Signature	06720/2013 KNGUYEN1 00000033 7974924 01 FC:8021
ALICE CATAPANO 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

Name of Person Signing

SCHEDULE I

to

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

PART A: PATENTS

Issued US 7974924 Issued US 8260709 Issued US 8396801 Issued US 8396802 Issued US 8380631 Issued US 8396804 Issued US 8396803

PART B: TRADEMARKS

None.

PART C: COPYRIGHTS

None.

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (together with all amendments, restatements, supplements and modifications, if any, from time to time hereto, this "Agreement"), dated as of May 29, 2009 is made by mVISUM, INC., having an address at 200 Federal Street, Suite 230, Camden, New Jersey 08103, a New Jersey corporation ("Grantor"), in favor of NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, having an address at 36 West State Street, PO Box 990, Trenton, New Jersey 08625-0990 ("Lender").

INTRODUCTION

Pursuant to that certain Convertible Loan Agreement dated as of the date hereof by and among Grantor and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lender has, subject to certain terms and conditions, agreed to make certain loans (the "Loans") to Grantor. To induce Lender enter into the Loan Agreement and other Transaction Documents (as defined in the Loan Agreement) and to induce Lender to make the Loans as provided for in the Loan Agreement, Grantor has agreed to grant a continuing security interest in the Collateral to secure the Obligations and Indebtedness pursuant to the terms of the Security Agreement of this date between Grantor and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and certain other Transaction Documents, including, without limitation, this Agreement. The parties now desire to grant to Lender a continuing security interest in the Intellectual Property Collateral (as defined below) owned by Grantor to secure the Obligations and Indebtedness. This Introduction shall be construed as part of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Security Agreement shall be applied herein as defined or established therein. All other capitalized terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.
- prompt and complete payment, performance and observance of all of the Obligations and Indebtedness, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a Lien (as such term is defined in the Loan Agreement) all of Grantor's right, title and interest in, to and under all of Grantor's Intellectual Property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or divisions of Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"), including, without limitation, the following Intellectual Property of Grantor:

- (a) all of Grantor's patents and applications therefor and all licenses to use the patents of any other Person to which it is a party, including those referred to in Part A to **Schedule I** hereto;
- (b) all of Grantor's trademark and service mark registrations and applications therefor, including those referred to in Part B to Schedule I hereto;
- (c) all of Grantor's copyright registrations and applications therefor and all licenses to use the registered copyrights of any other Person to which Grantor is a party, including those referred to in Part C to Schedule I hereto;
- (d) all registrations for any of the foregoing, and all reissues, continuations or extensions of the foregoing, together with all rights to register and record all of the foregoing;
- (e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and
- all Proceeds of the foregoing, including (i) any and all proceeds of (f) any insurance, indemnity, warranty or guaranty payable to any Person (as defined in the Loan Agreement) from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of Grantor against third parties for (A) past, present or future infringement of any of Grantor's patent registrations or applications therefor, (B) past, present or future infringement of any of Grantor's copyright registrations or applications therefor, (C) past, present or future infringement or dilution of any of Grantor's trademark or service mark registrations, or (D) injury to the goodwill associated with any such trademark or service mark, (iv) any recoveries by Grantor against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable to Grantor under or in connection with any of the foregoing, upon disposition or otherwise.
- 3. <u>Security Agreement</u>. The Lien granted pursuant to this Agreement is granted in conjunction with the Lien granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Lien granted under this Agreement 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.
- 4. Remedies Upon Default. Anything herein contained to the contrary notwithstanding, upon the occurrence of an Event of Default (as defined in the Loan Agreement), Grantor hereby covenants and agrees that the Lender, as the holder of a security interest under the Code, may take such action permitted under the Security Agreement or permitted by law, in its absolute discretion, to foreclose upon the Intellectual Property Collateral covered hereby.

5. <u>Acknowledgment.</u> Grantor expressly acknowledges that, upon an Event of Default under the Transaction Documents, this Agreement shall be recorded with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of the date first written above.

Grantor

mVISUM, INC., a New Jersey corporation

Ву: _____

Name: Dr. Praveen Dala

Title: President

<u>Lender</u>

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

Name: Teri Dunlop

Title: Director-Closing Services

ACKNOWLEDGMENT

STATE OF NEW JERSEY . :

COUNTY OF Produces

BE IT REMEMBERED, that on this 39 day of 30, 2009, before me, the subscriber, personally appeared DR. PRAVEEN DALA, who, being by me duly sworn, did depose and make proof to my satisfaction that he is the PRESIDENT of mVISUM, INC., the corporation mentioned in the within Instrument; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of said corporation; and said Instrument was signed and delivered by said officer as and for the voluntary act and deed of said corporation.

NANCY A. LEWIS
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 26, 2009

ACKNOWLEDGMENT

STATE OF NEW JERSEY

ss.:

COUNTY OF MERCER

BE IT REMEMBERED, that on this 29th day of May, 2009, before me, the subscriber, personally appeared TERI DUNLOP, who, being by me duly sworn, did depose and make proof to my satisfaction that she is the DIRECTOR – CLOSING SERVICES of the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, the authority mentioned in the within Instrument; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Members of said authority; and said Instrument was signed and delivered by said officer as and for the voluntary act and deed of said authority.

ALICE ADI Notary Public of New Jersey My Commission Expires April 7, 2014

PATENT REEL: 030715 FRAME: 0007

RECORDED: 06/20/2013