

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DIGITAL HEALTHCARE LIMITED		10/29/2007	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	ETV CAPITAL S.A.
Street Address:	6 RUE PHILIPPE II
City:	L2340
State/Country:	LUXEMBOURG
Entity Type:	CORPORATION: LUXEMBOURG

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3275744	IP
Serial Number:	77250862	RETASURE

CORRESPONDENCE DATA

Fax Number: (404)962-6736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (404) 885-3038  
 Email: michael.brignati@troutmansanders.com  
 Correspondent Name: MICHAEL J. BRIGNATI, PH.D.  
 Address Line 1: TROUTMAN SANDERS LLP  
 Address Line 2: 600 PEACHTREE STREET, N.E.  
 Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	036800.000018
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DOMESTIC REPRESENTATIVE

Name:  
 Address Line 1:  
 Address Line 2:

OP \$65.00 3275744

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Michael J. Brignati, Ph.D.

Signature:

/Michael J. Brignati 60,890/

Date:

11/13/2007

Total Attachments: 7

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 29, 2007 (this "Agreement") by and between ETV CAPITAL S.A. ("Lender") and DIGITAL HEALTHCARE LIMITED, a company registered in England and Wales under company number 03838790, the registered office of each of which is at Shakespeare House, 42 Newmarket Road, Cambridge, Cambridgeshire CB5 8EP ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan Facility Agreement dated as of August 14, 2007 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement") by and between Grantor and Lender. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of that certain Security Agreement of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; terms defined therein being used herein as therein defined) by Grantor in favor of Lender, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure Grantor's obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Transaction Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the

Security Agreement or any of the Transaction Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Upon the indefeasible payment and performance in full of the Obligations in accordance with their terms, this Agreement shall terminate, and upon written notice given to the Lender, the Lender will, at Grantor's expense, execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantor the entire right, title and interest to the Intellectual Property Collateral as fully as if this Agreement had not been made.

This Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to conflicts of law rules.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

DIGITAL HEALTHCARE LIMITED

Crome Lea Business Park  
Madingley Road  
Coton  
Cambridge CB23 7PH  
Attn: John Martyn

By: M K. O'Leary  
Name: MICHAEL O'LEARY  
Title: DIRECTOR

LENDER:

Address of Lender:

ETV CAPITAL S.A.

ETV Capital S.A.  
6 rue Philippe II  
L2340 Luxembourg  
Attn: the Directors

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Crome Lea Business Park  
Madingley Road  
Coton  
Cambridge CB23 7PH  
Attn: John Martyn

DIGITAL HEALTHCARE LIMITED

By: \_\_\_\_\_

Name:

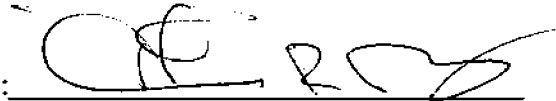
Title:

LENDER:

Address of Lender:

ETV Capital S.A.  
6 rue Philippe II  
L2340 Luxembourg  
Attn: the Directors

ETV CAPITAL S.A.

By: 

Name: PASCAL LECLERC, RUSSELL PERCHARD

Title: DIRECTOR, DIRECTOR

**DIGITAL HEALTHCARE LIMITED**

**EXHIBIT A**

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None	N/A	N/A

**SCHEDULE B**

**Patents**

<u>Description</u>	<u>Issue/ Application Number</u>	<u>Issuance/ Application Date</u>
None	N/A	N/A



**SCHEDULE C**

**Trademarks**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IP (Design plus words) (Registered)*	3275744	August 7, 2007
RETASURE (pending)	77250862	August 9, 2007

\*Subject to a security interest in favor of ETV Capital S.A.  
executed on 08/14/2007 and recorded on 09/04/2007 at reel  
3614, frame 0585