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# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CashRetriever Systems, Inc.		02/24/2009	CORPORATION: ALABAMA

#### **RECEIVING PARTY DATA**

Name:	Comerica Bank
Street Address:	m/c 4770, 75 E. Trimble Road
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	a Texas banking corporation: TEXAS

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77167263	TOTAL CLAIMS SOLUTIONS
Registration Number:	2687639	ATTORNEY INTERVENTION GROUP
Registration Number:	2050930	CASHRETRIEVER

# **CORRESPONDENCE DATA**

Fax Number: (734)930-2494

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 734-761-3780

Email: asujek@bodmanllp.com

Correspondent Name: Angela Alvarez Sujek - Bodman LLP
Address Line 1: 201 S. Division Street, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	16384-1 INVESTRX
NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/angela alvarez sujek/

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Date:	02/26/2009
Total Attachments: 5 source=InvestRX_IPSA CashRetriever#pag source=InvestRX_IPSA CashRetriever#pag source=InvestRX_IPSA CashRetriever#pag source=InvestRX_IPSA CashRetriever#pag source=InvestRX_IPSA CashRetriever#pag	e2.tif e3.tif e4.tif

# INTELLECTUAL PROPERTY SECURITY AGREEMENT (CashRetriever)

This Intellectual Property Security Agreement is entered into as of February 24, 2009 by and between COMERICA BANK ("Bank") and CASHRETRIEVER SYSTEMS, INC., an Alabama corporation ("Grantor").

#### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor, InvestRx Corporation and Revenue Cycle Solutions, Inc. (collectively, "Borrowers" and each, a "Borrowers") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrowers dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement".) Capitalized terms used herein are used as defined in the Loan Agreement.
- B. Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Loan Agreement.
- C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Borrowers' obligations under the Loan Agreement and all other agreements now existing or hereafter arising between any Borrower and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure the obligations of the Borrowers under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and any Borrower, Grantor grants and pledges to Bank 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 Exhibits 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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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:

Three Westbrook Corporate Ctr.

Suite 200

Westchester, IL 60154 Attn: C. JEFF PAN

Address of Bank:

Comerica Bank m/c 4770

75 E. Trimble Road San Jose, CA 95131

Attn. Manager Fax: (408) 556-5091

CASHRETRIEVER SYSTEMS, INC.

BANK:

**COMERICA BANK** 

Title:

[Signature page to Intellectual Property Security Agreement - CashRetriever Systems, Inc.]

# EXHIBIT A

Copyrights

None.

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# EXHIBIT B

Patents

None.

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# EXHIBIT C

# Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
TOTAL CLAIMS SOLUTIONS	77/167263	4/27/07	n/a	n/a
ATTORNEY INTERVENTION GROUP	76/364968	1/31/02	2,687,639	2/11/03
CASHRETRIEVER (and Design)	75/107035	5/20/96	2,050,930	4/8/97

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RECORDED: 02/26/2009