

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
Talyst Inc.		10/10/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	ORIX Ventures, LLC
Street Address:	245 Park Avenue, 19th Floor
Internal Address:	Attn: General Counsel
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Serial Number:	85377883	AUTOVAULT
Serial Number:	85067890	AUTOCAROUSEL
Serial Number:	78978619	TALYST
Serial Number:	78978617	TALYST
Serial Number:	78951407	AUTOSPLIT
Serial Number:	77728719	INSITE
Serial Number:	77092062	AUTOCOOL
Serial Number:	77026274	AUTOLABEL
Serial Number:	76083054	AUTOPHARM

CORRESPONDENCE DATA	
Fax Number:	8586385130
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	858-677-1400

CH \$240.00 85377883

Email: susan.reynholds@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	383144-2
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	08/09/2013

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 10, 2012 by and between ORIX VENTURES, LLC ("ORIX") and TALYST INC. ("Grantor").

RECITALS

A. ORIX has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between ORIX and Grantor dated as of October 10, 2012 (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). ORIX is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to ORIX a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to ORIX 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to ORIX a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 ORIX under the Loan Agreement. The rights and remedies of ORIX 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 ORIX as a matter of law or equity. Each right, power and remedy of ORIX 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 ORIX 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 ORIX, of any or all other rights, powers or remedies.

[Signature Page Follows]

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:

11335 NE 122nd Way, Suite 200
Kirkland, WA 98034

Attn: Chief Financial Officer

TALYST INC.

By: 
Name: Jan L. Sortland
Title: Corporate Secretary & Controller

ORIX:

Address of ORIX:

245 Park Avenue, 19th Floor
New York, NY 10167

Address for Notices:

ORIX Corporate Capital Inc.
1717 Main St., Suite 1100
Dallas, TX 75201
Attn: General Counsel

With a copy to:

ORIX USA Corporation
1717 Main St., Suite 900
Dallas, TX 75201
Attn: Operations Manager

ORIX VENTURES, LLC

By: _____
Name: _____
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

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383144-000002

TRADEMARK
REEL: 005089 FRAME: 0160

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Attn: Chief Financial Officer

TALYST INC.

By: _____
Name: _____
Title: _____

ORIX:

Address of ORIX:

245 Park Avenue, 19th Floor
New York, NY 10167


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ORIX Corporate Capital Inc.
1717 Main St., Suite 1100
Dallas, TX 75201
Attn: General Counsel

With a copy to:

ORIX USA Corporation
1717 Main St., Suite 900
Dallas, TX 75201
Attn: Operations Manager

ORIX VENTURES, LLC

By:  _____
Name: Christopher L. Smith
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
InSiteRx Software v.1.0	TX0007116183	3/29/10

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Method and apparatus for delivering barcode to dose labels	10918539	8/13/04
Method and apparatus for delivering barcode to dose labels	11311706	12/19/05
Apparatus for tracking and dispensing refrigerated medications	7676299	3/9/10
Method and apparatus for delivering barcode to dose labels	7708042	5/4/10
Method and apparatus for delivering barcode to dose labels	7722083	5/25/10
Method for delivering a container to a marking apparatus	7779988	8/24/10
Apparatus for delivering a container to a marking apparatus	7802671	9/28/10
Zero cross-contamination collector	12345616	12/29/08
Dispensing canister for delivery of solid medications	13247206	9/28/11
Dispensing canister for delivery of solid medication	13313418	12/7/11
Dispensing canister for delivery of solid medication	8066150	11/29/11
Remote pharmaceutical dispensing	8196774	6/12/12

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
AUTOVAULT	85377883	7/21/11
AUTOCAROUSEL	85067890	6/21/10
TALYST	78978619	11/23/05
TALYST	78978617	11/23/05
AUTOSPLIT	78951407	8/14/06
INSITE	77728719	5/4/09
AUTOCOOL	77092062	1/26/07
AUTOLABEL	77026274	10/20/06
AUTOPHARM	76083054	7/5/00