SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): September 16, 2011

OptimizeRx Corporation
(Exact name of registrant as specified in its charter)

Nevada	000-53605	26-1265381
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

407 Sixth Street, Rochester, MI	48307
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: 248.651.6568

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

[ ] Written communications pursuant to Rule 425 under the Securities Act (17CFR 230.425)
[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

SECTION 1 – Registrant's Business and Operations

Item 1.01 Entry into a Material Definitive Agreement

The Physicians Interactive Financing and Strategic Partnering Agreement

As previously disclosed, on October 5, 2010, we entered into a Strategic Partnering Agreement with Physicians Interactive Holdings, LLC, a Delaware limited liability company ("PIH"), to establish a strategic partnering relationship to facilitate the distribution by each party of the other's products and services and the development of joint offerings for each other's customers. On the same date, we issued a secured promissory note (the "Note") in the principal amount of $1,000,000 to Physicians Interactive, Inc., a Delaware corporation (the "Investor"). The Investor also received a seven year warrant to purchase up to 1,000,000 shares of our common stock at an initial exercise price of $2.25 per share (the "Warrant") and a contingent seven year warrant to purchase up to an aggregate of 1,000,000 shares of our common stock at an initial exercise price of $2.00 (the "Contingent Warrant") based on royalties we may receive under a Strategic Partnering Agreement we entered into with PIH.

The Note, the Warrant and the Contingent Warrant were issued pursuant to a Securities Purchase Agreement (the "Purchase Agreement") dated as of October 5, 2010 with the Investor. Our wholly-owned subsidiary, OptimizeRx Corporation, a Michigan corporation (the "Guarantor"), entered into a separate Guaranty Agreement (the "Guaranty") with Investor to guarantee the Note.

Vicis Capital Master Fund, a sub-trust of Vicis Capital Series Master Trust, a unit trust organized and existing under the laws of the Cayman Islands ("Vicis") was instrumental in facilitating our $1,000,000 financing transaction with Investor by participating and by making certain concessions in our transaction documents with the Investor. As previously reported, we entered into two financing transactions with Vicis. The first was a Securities Purchase Agreement for the sale of Series A Convertible Preferred Stock dated as of September 8, 2008 and the second was a Securities Purchase Agreement dated as of June 4, 2010 for the sale of Series B Convertible Preferred Stock (the "Vicis Financings"). In connection with the Vicis Financings, we granted Vicis a security interest in our assets and further agreed to register certain shares brought about by the financings.

In order to induce the Investor to enter into an agreement with us, Vicis agreed to modify its security agreement and registration rights agreement. Specifically, we entered into a Second Amended and Restated Security Agreement with Vicis and the Investor, which granted the parties a security interest in substantially all of our assets. The Guarantor also entered into a Second Amended and Restated Guarantor Security Agreement with Vicis and the Investor, which granted the parties a security interest in substantially all of the Guarantor's assets.

We further entered into an Amended and Restated Registration Rights Agreement with Vicis and the Investor to file a registration statement upon demand to cover the resale of the shares of our common stock issuable upon exercise of the Investor's Warrants, the shares of our common stock issuable upon conversion of Vicis' Series B Convertible Preferred Stock, and the shares of our common stock issuable as dividends on the Series B Convertible Preferred Stock.

We were also a party to a Securityholders' Agreement where Vicis and the Investor contracted over matters including, the maturity date for the Series A Convertible Preferred Stock and Series B Convertible Preferred Stock, preemptive rights for future financings, and voting rights for nominee directors. Finally, we were a party to an Intercreditor Agreement where Vicis and the Investor contracted over matters including, confirming the relative priority with respect to our collateral assets, providing for the orderly sharing of the proceeds of such assets, and agreeing upon the terms of the subordination of our obligations.

The Termination Agreement and Release

On September 16, 2011, we entered into a Termination Agreement and Release (the "Termination Agreement") with Investor, PIH, Guarantor and Vicis. The purpose of the Termination Agreement was to (i) terminate the Strategic Partnering Agreement and the Purchase Agreement and accompanying transaction documents with respect to PIH and PI; and (ii) restore the terms of the security interest and registration rights that we had with Vicis under the Vicis Financings immediately prior to the closing of the transaction.

Under the Termination Agreement, we agreed to pay to PI $1,056,876 (the "Payoff Amount") on or before September 30, 2011. Upon payment of this amount, all obligations under the Strategic Partnering Agreement and Purchase Agreement shall terminate, including but not limited to, all principal and interest owed under the Note, all obligations under the Contingent Warrant, all security interests, registration rights, guaranties, legal fees and other charges outstanding or payable under the Purchase Agreement and accompanying documents (other than the Warrant) and all obligations of PIH and our company under the Strategic Partnering Agreement, excluding (a) the Warrant, which shall remain outstanding and in full force and effect and (b) certain sections of the Strategic Partnering Agreement related to ownership of intellectual property and confidentiality. PIH and our company further agreed that there shall be a transition period with respect to the Strategic Partnering Agreement to allow for the completion of any pending deals. The parties to the Termination Agreement further acknowledged and agreed that the Intercreditor Agreement and the Securityholders' Agreement shall be of no further force or effect.

In addition, our company and the Guarantor entered into agreements with Vicis intended to materially restore in full the relationship that existed between Vicis, our company and Guarantor that were in place under the Vicis Financings and were subsequently modified in connection with the Purchase Agreement and accompanying transaction documents. These agreements consist of the following: the Third Amended and Restated Security Agreement, the Third Amended and Restated Guarantor Security Agreement, and the Second Amended and Restated Registration Rights Agreement. These documents accompany a new Securities Purchase Agreement that we entered into with Vicis (see below).

New Financing With Vicis

As a result of the Termination Agreement, on September 16, 2011, we entered into a Securities Purchase Agreement with Vicis, and the Guarantor entered into an Amended and Restated Guarantor Agreement with Vicis for sale of up to 50 shares of our Series B Preferred Stock and warrants to purchase up to 3,333,334 shares of our common stock with an exercise price of $3.00 per share (the "Vicis Warrants").

The first closing of the financing, which will occur within 5 days of the date of execution of the Termination Agreement, will be for the sale of 15 shares of Series B Preferred Stock and a warrant to purchase 1,000,000 shares of our common stock at the above exercise price for $1,500,000. This money will be used for the Payoff Amount under the Termination Agreement and the balance to provide for working capital to our company.

Thereafter, a subsequent closing may occur at our option commencing on December 1, 2011 for the sale of an additional 15 shares of Series B Preferred Stock and a warrant to purchase an additional 1,000,000 shares of our common stock for $1,500,000. A final subsequent closing may occur at our option commencing on May 1, 2012 for the sale of an additional 20 shares of Series B Preferred Stock and a warrant to purchase an additional 1,333,334 shares of our common stock for $2,000,000.

Each share of Series B Preferred Stock is convertible at the option of the holder into that number of shares of our common stock equal to the Stated Value ($100,000) divided by a per share price of the common stock of $1.50 per share (the “Conversion Price”). A holder may effect a conversion at any time after the earlier of (a) the time that the Securities and Exchange Commission declares effective a registration statement registering the shares of common stock to be sold by the holder that underlie the shares of Series B Preferred Stock held by such holder (the “Conversion Shares’) and (b) the time such Conversion Shares are eligible for resale by the holder pursuant to Rule 144 of the Securities Act of 1933, as amended, (the “Conversion Eligibility Date”).

If after the Conversion Eligibility Date the market price for the common stock for any ten consecutive trading days exceeds $2.00 (subject to adjustment for reverse and forward stock splits, stock combinations and other similar transactions of the common stock that may occur) and the average daily trading volume for the common stock during such ten day period exceeds 100,000 shares (such period, the “Threshold Period”), the Company may, at any time after the fifth trading day after the end of any such period, deliver a notice to the holder (a “Forced Conversion Notice” and the date such notice is received by the holder, the “Forced Conversion Notice Date”) to cause the holder to immediately convert all and not less than all of the Stated Value of the shares held by such Holder plus accumulated and unpaid dividends at the then current Conversion Price (a “Forced Conversion”). We may only effect a Forced Conversion Notice if all of the conditions specified in the purchase agreement are met through the applicable Threshold Period until the date of the applicable Forced Conversion and through and including the date such shares of common stock are issued to the holder.

The Vicis Warrants are exercisable for a period of seven years at an exercise price of $3.00 per share. The Vicis Warrants are also exercisable on a cashless basis. In addition, the Vicis Warrants are subject to anti-dilution adjustments and protections in the event of stock splits and stock dividends, subsequent equity sales entitling persons to acquire shares of common stock at an effective price per share that is lower than the then exercise price of the warrants and subsequent rights offerings, in the event we issue rights, options or warrant to all holders of common stock and not to the warrant holders, pro rata distributions of assets or indebtedness and fundamental transactions, such as a merger, consolidation or recapitalization. The anti-dilution adjustment shall apply the lowest sale price as being the adjusted option price or conversion ratio for existing shareholders.

The description of the transactions contained herein are qualified in their entirety by reference to the Termination Agreement, the Securities Purchase Agreement, the Amended and Restated Guarantee Agreement, the Second Amended and Restated Registration Rights Agreement, the Third Amended and Restated Security Agreement, and the Third Amended and Restated Guarantor Security Agreement filed as Exhibits 10.1 - 10.6, respectively, and incorporated herein by reference.

In anticipation of the issuance of Series B Preferred Stock to Vicis, we filed an Amendment to the Certificate of Designation with the Nevada Secretary of State to modify the maturity date on the Designation from June 30, 2011 to June 30, 2012. The Amendment is filed as Exhibit 3.1 and incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement

The information set forth in Item 1.01 is incorporated into this Item 1.02 by reference.

SECTION 3 – Securities and Trading Markets

Item 3.02 Unregistered Sales of Equity Securities

The information set forth in Item 1.01 is incorporated into this Item 3.02 by reference.

Shares of Series B Preferred Stock and the warrants were offered and sold to Vicis in a private placement transaction made in reliance upon exemptions from registration pursuant to Section 4(2) under the Securities Act of 1933 and Rule 506 promulgated thereunder. Vicis is an accredited investor as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933.

SECTION 9 – Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	**Description**
10.1	Termination Agreement and Release, dated September 16, 2011
10.2	Securities Purchase Agreement, dated September 16, 2011
10.3	Amended and Restated Guarantee Agreement, dated September 16, 2011
10.4	Second Amended and Restated Registration Rights Agreement, dated September 16, 2011
10.5	Third Amended and Restated Security Agreement, dated September 16, 2011
10.6	Third Amended and Restated Guarantor Security Agreement, dated September 16, 2011

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

OptimizeRx Corporation

/s/ David Lester
David Lester
Chief Executive Officer

Date: September 20, 2011

Termination Agreement and Release

This Termination Agreement and Release (this "Agreement") is made this 16th day of September, 2011, by and among OPTIMIZERx CORPORATION, a Nevada corporation (the "Company "), OPTIMIZERx CORPORATION, a Michigan corporation (the "Guarantor"), VICIS CAPITAL MASTER FUND, a sub-trust of Vicis Capital Series Master Trust, a unit trust formed under the laws of the Cayman Islands ("Vicis"), Physicians Interactive Holdings, LLC, a limited liability company formed under the laws of the State of Delaware ("PIH") and Physicians Interactive Inc., a Delaware corporation ("PI").

This Agreement is entered into with reference to the following:

A. On or about October 5, 2010, the Company and PIH entered into that certain Strategic Partnering Agreement to establish a strategic partnering relationship to facilitate the distribution by each party of the other's products and services and the development of joint offerings for each other's customers.

B. On or about October 5, 2010, the Company and PI entered into that certain Securities Purchase Agreement (the "Purchase Agreement") and (together with Vicis and/or Guarantor, as applicable) other related Transaction Documents (as that term is defined in the Purchase Agreement, and all other capitalized terms not defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement), pursuant to which PI purchased the Securities from the Company, and the Company amended and restated its Amended and Restated Security Agreement dated as of June 4, 2010 with Vicis for the purpose of granting in favor of Vicis, for the benefit of Vicis and PI, a security interest in and liens on all of the Company's assets.

C. On or about October 5, 2010, the Guarantor executed in favor of and delivered to PI and to Vicis, for the benefit of Vicis and PI, certain guaranties, that certain Second Amended and Restated Guarantor Security Agreement, and other pledges of collateral in connection with the financial accommodations to the Company under the Purchase Agreement.

D. On or about September 8, 2008, the Company entered into a Securities Purchase Agreement for the sale of Series A Convertible Preferred Stock with Vicis and later on June 4, 2010 the Company entered into a second Securities Purchase Agreement with Vicis for the sale of Series B Convertible Preferred Stock (the transactions contemplated thereby together, the "Vicis Financings"). In connection with the Vicis Financings, the Company granted Vicis a security interest in the Company's assets and further agreed to register certain shares brought about by the financings. In order to induce PI to enter into the Purchase Agreement with the Company, Vicis agreed to modify its Amended and Restated Security Agreement and Amended and Restated Registration Rights Agreement with the Company. These modified agreements, which were entered into on or about October 5, 2010 and are referred to as part of the Transaction Documents, include the Second Amended and Restated Security Agreement, the Second Amended and Restated Guarantor Security Agreement, the Amended and Restated Registration Rights Agreement, the Securityholders' Agreement, and the Intercreditor Agreement.

E. On the terms and subject to the conditions of this Agreement, the parties desire to: (i) terminate the Strategic Partnering Agreement and the Purchase Agreement and accompanying Transaction Documents with respect to PIH and PI; and (ii) restore the terms of the security interest and registration rights that the Company had with Vicis under the Vicis Financings immediately prior to the closing of the transactions contemplated under the Transaction Documents.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto acknowledges and agrees as follows.

1. Payoff Amount. Within a reasonable period of time following the execution of this Agreement, but in no event later than 4:00 p.m. on September 30, 2011, the Company shall pay to PI in cash the aggregate amount of $1,056,876 (the "Payoff Amount") by wire transfer of immediately available funds to the account provided by PI.

2. Termination of Obligations. The parties acknowledge and agree that upon receipt of the fully executed counterparts of this Agreement and receipt by PI of the Payoff Amount, all of the Terminated Obligations (as defined below) of the Company and/or Guarantor to PI and of PI to the Company and/or Guarantor shall terminate and be of no further force or effect. As used herein, "Terminated Obligations" means all obligations of the Company and/or Guarantor to PI and of PI to the Company and/or Guarantor outstanding under the Transaction Documents including, but not limited to, all principal and interest owed under the Note, all obligations under the Contingent Warrant, all security interests, registration rights, guaranties, legal fees and other charges outstanding or payable under the Purchase Agreement and accompanying Transaction Documents (other than the Warrant) and all obligations of PIH and the Company under the Strategic Partnering Agreement, excluding (a) the Warrant, which shall remain outstanding and in full force and effect in accordance with its terms unaffected by this Agreement and (b) Sections 4.1, 4.2 and 8 of the Strategic Partnering Agreement, which shall continue in effect in accordance with their terms unaffected by this Agreement. PIH and the Company further agree that there shall be a transition period with respect to the Strategic Partnering Agreement to allow for the completion of any pending deals. Schedule A hereto sets forth the matters to be undertaken by the Company and PIH during such transition period. The parties further acknowledge and agree that upon receipt of the fully executed counterparts of this Agreement and receipt by PI of the Payoff Amount, the Intercreditor Agreement and the Securityholders' Agreement shall be of no further force or effect.

3. Release of Collateral. PI shall, as promptly as practicable after receipt of the Payoff Amount, and hereby authorizes each of the Company, Guarantor and Vicis to:

a. Execute and deliver Uniform Commercial Code termination statements or amendments required to remove PI as a secured party of record on those financing statements previously filed by Vicis, on behalf of the PI and Vicis, with respect to the Obligations;

b. Execute and deliver any and all other lien releases and other similar discharge or release documents (and if applicable, in recordable form) that the Company, Guarantor or Vicis reasonably may request to release the security interests of PI and all other notices of security interests and liens of PI (but for the avoidance of doubt not in either case of Vicis) previously filed by PI or by Vicis, for the benefit of the PI and Vicis, with respect to the Obligations;

4. Return of Note and Contingent Warrant. PI shall, as promptly as practicable after receipt of the Payoff Amount, return the Note to the Company and, if already received, return the Contingent Common Stock Warrant to purchase up to an aggregate of 1,000,000 shares of Common Stock in the form attached to the Purchase Agreement as Exhibit C (but for the avoidance of doubt shall not be obligated hereby to return the Warrant).

5. Restoration of Agreements under the Vicis Financings. Upon the satisfaction of the Company and Guarantor of the performance required by Sections 3, 4, and 5 of this Agreement, Vicis and the Company and/or Guarantor, as the case may be, shall enter into a Third Amended and Restated Security Agreement in the form attached hereto as Exhibit A, Third Amended and Restated Guarantor Security Agreement in the form attached hereto as Exhibit B, Second Amended and Restated Registration Rights Agreement in the form attached hereto as Exhibit C, and Amendment to Series B Purchase Agreement in the form attached hereto as Exhibit D, each such agreement of which is intended to materially restore in full the relationship that existed between Vicis and the Company and/or Guarantor, as the case may be, pursuant to such agreements that were in place under the Vicis Financings and were subsequently modified in connection with the Purchase Agreement and accompanying Transaction Documents as if the Purchase Agreement and accompanying Transaction Documents were never executed. The parties to this Agreement agree to execute and deliver all necessary documents to restore the terms of such agreements as existed under the Vicis Financings immediately prior to the closing of the transactions contemplated under the Transaction Documents as provided hereto. The Company agrees that the restrictive legend described in Section 6(a) of the Securityholders' Agreement shall be removed from all securities held by Vicis bearing such legend.

6. Restrictions. The Company acknowledges that by virtue of the Strategic Partnering Agreement, the Company and its affiliates have been provided confidential and other information regarding PIH's marketing strategies and customer relationships. In light of the foregoing, the Company agrees that, for a period of one year after the execution of this Agreement, neither the Company nor any of its affiliates will enter into a strategic partnership, joint venture or other similar arrangement pertaining to any of the activities specified in Recital A to the Strategic Partnering Agreement with any of the following competitors of PI: WebMD, LLC, Epocrates, Inc., PDR Network, LLC and PDI, Inc. or any of their respective affiliates.

7. Release by and among the Company, the Guarantor, PI and PIH. Each of the Company and the Guarantor, on the one hand, and PI and PIH, on the other hand, releases, remises, acquits and forever discharges any other party to this Agreement and their related or controlled entities, and all of their directors, officers, members, managers, partners, employees, servants, attorneys, assigns, heirs, successors, agents and representatives, past and present, and the respective successors, executors, administrators and any legal and personal representatives of each of the foregoing, and each of them, from any and all claims, demands, actions, causes of action, debts, liabilities, rights, contracts, obligations, duties, damages, costs, expenses or losses, of every kind and nature whatsoever, and by whomever asserted, whether at this time known or suspected, or unknown or unsuspected, anticipated or unanticipated, direct or indirect, fixed or contingent, or which may presently exist or which may hereafter arise or become known, in law or in equity, in the nature of an administrative proceeding or otherwise, for or by reason of any event, transaction, matter or cause whatsoever, with respect to, the Terminated Obligations, provided that nothing contained in this Section 7 shall release or otherwise relieve any of the Company, the Guarantor, PIH or PI from any of their obligations under this Agreement.

It is understood by the parties that the facts with respect to which the foregoing release is given may hereafter turn out to be other than or different from the facts now known to a party or the parties or believed by a party or the parties to be true, and each party therefore expressly assumes the risk of the facts turning out to be so different and agrees that the foregoing release shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

8. Release by and between PI and Vicis. Each of PIH, PI and Vicis, respectively, except for the obligations set forth in this Agreement, hereby releases, remises, acquits and forever discharges Vicis, PIH and PI, respectively, and their respective related or controlled entities, and all of their respective directors, officers, members, managers, partners, investment advisors, interest holders, employees, servants, attorneys, assigns, heirs, successors, agents and representatives, past and present, and the respective successors, executors, administrators and any legal and personal representatives of each of the foregoing, and each of them, from any and all claims, demands, actions, causes of action, debts, liabilities, rights, contracts, obligations, duties, damages, costs, expenses or losses, of every kind and nature whatsoever, and by whomever asserted, whether at this time known or suspected, or unknown or unsuspected, anticipated or unanticipated, direct or indirect, fixed or contingent, or which may presently exist or which may hereafter arise or become known, in law or in equity, in the nature of an administrative proceeding or otherwise, for or by reason of any event, transaction, matter or cause whatsoever, with respect to, in connection with or arising out of the Securityholders' Agreement, the Intercreditor Agreement, the Second Amended and Restated Security Agreement, the Second Amended and Restated Guarantor Security Agreement, and the Amended and Restated Registration Rights Agreement.

It is understood by the parties that the facts with respect to which the foregoing release is given may hereafter turn out to be other than or different from the facts now known to a party or the parties or believed by a party or the parties to be true, and each party therefore expressly assumes the risk of the facts turning out to be so different and agrees that the foregoing release shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

9. No Assignment. The parties to this Agreement represent and warrant that neither they nor their affiliated persons or entities have assigned or transferred any claim or interest herein or authorized any other person or entity to assert any claim or claims on its behalf with respect to the subject matter of this Agreement.

10. Non-Disparagement. The parties agree not to make any oral or written statements or otherwise take any action that is intended or may reasonably be expected to disparage the reputation, business, prospects or operations of any other party to this Agreement.

11. Further Assurances. From time to time, at the request of any party hereto and without further consideration, the other parties will execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the releases contemplated hereby or that otherwise may be reasonably required to carry out the terms of this Agreement..

12. Choice of Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of New York as applied to agreements among parties resident therein. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13. Advice of Counsel. Each party has had advice of independent counsel of its own choosing in negotiations for and the preparation of this Agreement, has read this Agreement in full and final form, and has had this Agreement fully explained to it to its satisfaction.

14. No Third Party Beneficiaries. This Agreement is executed for the parties hereto, and no other person, corporation, partnership, individual or other entity not a party to this Agreement shall have any rights herein as a third party beneficiary or otherwise, except to the extent expressly and specifically provided herein.

15. Counterparts. This Agreement may be executed in duplicates and counterparts, which, taken together, will be deemed and serve as an original. In addition, the parties agree that their authorized representatives may bind them to the terms of this Agreement with signatures exchanged by fax or electronic transmission (in .pdf format), and each duplicate faxed or electronic signature copy shall be deemed to be an original of this Agreement.

16. Entire Agreement. This is the entire Agreement between the parties with respect to this matter. There are no other agreements or understandings, written or oral, express or implied.

17. Joint Press Release. The Company, PIH and PI shall cooperate with each other in the development and distribution of all news releases and other public disclosures with respect to this Agreement, and except as may be otherwise required by law, neither the Company nor PI shall issue any news release, or other public announcement or communication with respect to this Agreement unless such news release, public announcement or communication has been mutually agreed upon by the parties hereto. Notwithstanding the foregoing, a party may, without the prior consent of the other party (but after prior consultation with the other party), issue such press release or public disclosure as may upon the advice of counsel be required by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives.

OPTIMIZERX CORPORATION (Nevada)
By: /s/ H. David Lester
Name: H. David Lester
Title: CEO

OPTIMIZERX CORPORATION (Michigan)
By: /s/ H. David Lester
Name: H. David Lester
Title: CEO

VICIS CAPITAL MASTER FUND
By: Vicis Capital, LLC, its investment advisor
By: /s/ Keith W. Hughes
Name: Keith W. Hughes
Title: CFO

PHYSICIANS INTERACTIVE HOLDINGS , LLC.
By: /s/ Donato J. Tramuto
Name: Donato J. Tramuto
Title: Vice Chairman & CEO

PHYSICIANS INTERACTIVE, INC.
By: /s/ Donato J. Tramuto
Name: Donato J. Tramuto
Title: Vice Chairman & CEO

SCHEDULE A

1. Current joint client contracts (listed below) for existing projects would be serviced through completion according to the existing terms of the Strategic Partnering Agreement. If requested by PI's, additional extensions regarding these customer contracts will be considered in good faith by OPTIMIZERx Corp.
    1. PharmaDerm
    2. Omnaris
    3.
2. For clients where PI has submitted proposals as listed and attached hereto as Exhibit E, and approved by OPTIMIZERx, OPTIMIZERx Corp would agree to honor the existing terms of the Strategic Partnering Agreement, for contracts signed prior to December 31, 2011. Customers with outstanding proposals are named below:
    1. GlaxoSmithKline
    2. Watson Pharmaceuticals
    3. Bayer
    4. Abbott
    5. Lilly
    6. AstraZeneca
3. For both of the above, Parties will bear their own costs related to fulfilling current and future obligations according to the terms of the Strategic Partnering Agreement.

SECURITIES PURCHASE AGREEMENT

By and Between

OPTIMIZERx CORPORATION

and

VICIS CAPITAL MASTER FUND

DATED SEPTEMBER 16, 2011

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (the "Agreement"), dated this 16th day of September 2011, is made by and between OPTIMIZERx CORPORATION, a Nevada corporation (the "Company"), and VICIS CAPITAL MASTER FUND (the "Purchaser"), a sub-trust of Vicis Capital Series Master Trust, a unit trust organized and existing under the laws of the Cayman Islands.

R E C I T A L S

WHEREAS, pursuant to the terms and conditions of this Agreement, the Company wishes to issue and sell to the Purchaser the following securities (collectively, the "Securities"): (a) up to 50 shares (the "Preferred Shares") of the Company's Series B Convertible Preferred Stock, par value $.001 per share (the "Series B Preferred Stock"), with such terms, rights and preferences as are set forth in the Certificate of Designation for the Series B Preferred Stock, as amended by the Amendment to Certificate of Designation for the Series B Preferred Stock set forth on Exhibit A attached hereto; and (b) Series B Warrants to purchase up to an aggregate of 3,333,334 shares of common stock, par value $.001 per share (the "Common Stock"), of the Company initially at an exercise price of $3.00 per share in the form attached hereto as Exhibit B (the "Series B Warrant" or "Warrant").

WHEREAS, the Purchaser desires to purchase such Securities from the Company according to the terms hereinafter set forth.

NOW, THEREFORE, the Company and the Purchaser hereby agree as follows:

ARTICLE I
PURCHASE AND SALE OF THE SECURITIES

1.1 Purchase and Sale of the Securities. Subject to the terms and conditions hereof and in reliance on the representations and warranties contained herein, or made pursuant hereto, the Company will issue and sell to the Purchaser, and the Purchaser will purchase from the Company at the closings of the transactions contemplated hereby (each a "Closing" and collectively, the "Closings"), an amount of Securities for the consideration as set forth in Section 1.3 hereof (the total consideration paid, the "Purchase Price").

1.2 Closing. Each Closing shall be deemed to occur at such place, date and time as mutually agreeable to the parties (each a "Closing Date").

1.3 Closing Matters.

(a) Initial Closing. At the first Closing (the "Initial Closing", and the date thereof, the "Initial Closing Date"), which shall occur within 5 days of the date of execution of that certain Termination Agreement and Release by and among the Company, OptimizeRx Corporation, a Michigan corporation, the Purchaser, Physicians Interactive Holdings, LLC, a Delaware limited liability company and Physicians Interactive Inc., a Delaware corporation, in the form of Exhibit H attached hereto (the "Termination Agreement"), subject to the terms and conditions hereof, the following actions shall be taken:

(i) The Company, against delivery of payment of the $1,500,000 in accordance with Section 1.3(a)(ii), will deliver to the Purchaser the documents set forth in Section 5.4(a) hereof.

(ii) The Purchaser shall deliver to the Company $1,500,000 in immediately available funds by wire transfer in accordance with the instructions of the Company.

(b) First Optional Subsequent Closing. Upon 10 days' prior written notice from the Company to the Purchaser, the Company may issue and sell at its option, and the Purchaser agrees to purchase, exactly 15 shares of the Company's Series B Preferred Stock and a Warrant to purchase 1,000,000 shares of Common Stock at a subsequent Closing (the "First Optional Subsequent Closing") which Closing may only occur during the period commencing on December 1, 2011 to and including April 30, 2012. At the First Optional Subsequent Closing, if any, subject to the terms and conditions hereof, the following actions shall be taken:

(i) the Company, against delivery of payment of the $1,500,000 in accordance with Section 1.3(b)(ii), will deliver to the Purchaser the documents set forth in Section 5.4(b) hereof; and

(ii) the Purchaser shall deliver to the Company $1,500,000 in immediately available funds by wire transfer in accordance with the instructions of the Company.

Notwithstanding anything to the contrary contained herein, the Purchaser shall have no obligation to purchase any securities from the Company under this Section 1.3(b) prior to December 1, 2011 or after April 30, 2012.

(c) Second Optional Subsequent Closing. Upon 10 days' prior written notice from the Company to the Purchaser, the Company may issue and sell at its option, and the Purchaser agrees to purchase, exactly 20 shares of the Company's Series B Preferred Stock and a Warrant to purchase 1,333,334 shares of Common Stock at a subsequent Closing (the "Second Optional Subsequent Closing") which Closing may only occur during the period commencing on May 1, 2012 to and including August 31, 2012. At the Second Optional Subsequent Closing, if any, subject to the terms and conditions hereof, the following actions shall be taken:

(i) the Company, against delivery of payment of the $2,000,000 in accordance with Section 1.3(c)(ii), will deliver to the Purchaser the documents set forth in Section 5.4(c) hereof; and

(ii) the Purchaser shall deliver to the Company $2,000,000 in immediately available funds by wire transfer in accordance with the instructions of the Company.

Notwithstanding anything to the contrary contained herein, the Purchaser shall have no obligation to purchase any securities from the Company under this Section 1.3(c) prior to May 1, 2012 or after August 31, 2012.

1.4 Most Favored Nations Exchange. If the Company completes a private equity or equity-linked financing at any time while any share of Series B Preferred Stock is outstanding, the Purchaser will have the right to exchange all or any such shares at their stated value, plus all accrued but unpaid dividends thereon, for securities in such financing.

1.5 Subsequent Financings.

(a) Other than in connection with a Permitted Issuance (defined below), for the two-year period following the Closing Date, the Purchaser shall have the right to participate up to 100% of each such subsequent financing that involves the sale of securities of the Company (each such financing, a "Subsequent Financing"). At least 15 days prior to the making or accepting of an offer for a Subsequent Financing, the Company shall deliver to the Purchaser a written notice of its intention to effect a Subsequent Financing and the details of such Subsequent Financing (a "Subsequent Financing Notice"). The Subsequent Financing Notice shall describe in reasonable detail the proposed terms of such Subsequent Financing, the amount of proceeds intended to be raised thereunder and the Person (as defined in Section 2.13) with whom such Subsequent Financing is proposed to be effected, and shall include, as an attachment thereto, a term sheet or similar document relating thereto, if any exists. If the Purchaser elects to participate in the Subsequent Financing, the closing of such Subsequent Financing shall be as mutually agreed between the parties participating in such Subsequent Financing. If by 6:30 p.m. (Eastern Time) on the fifteenth day after the Purchaser has received the Subsequent Financing Notice, the Purchaser fails to notify the Company of its election to participate or elects to participate in an amount that is less than the total amount of the Subsequent Financing, then the Company may effect the remaining portion of such Subsequent Financing on the terms and with the Persons set forth in the Subsequent Financing Notice. The Company must provide the Purchaser with a second Subsequent Financing Notice, and the Purchaser will again have the right of participation set forth above in this Section 1.5(a), if the Subsequent Financing subject to the initial Subsequent Financing Notice is not consummated for any reason on the terms set forth in such Subsequent Financing Notice within 90 days after the date of the initial Subsequent Financing Notice.

(b) Notwithstanding the foregoing, Section 1.5(a) shall not apply in respect to the issuance of the following (each, a "Permitted Issuance"):

(i) shares of Common Stock or Options (defined below) issued or issuable in connection with any Approved Stock Plan (defined below), provided that the aggregate amount of Common Stock and Options issued and issuable under all such plans does not exceed ten percent (10%) of the then outstanding shares of Common Stock of the Company;

(ii) shares of Common Stock issued upon conversion or exercise of any Options or Convertible Securities (defined below) that are outstanding on the day immediately preceding the Closing Date, provided that the terms of such Options or Convertible Securities are not amended, modified or changed on or after the Closing Date to lower the conversion or exercise price thereof and so long as the number of shares of Common Stock underlying such securities is not otherwise increased; and

(iii) shares of Common Stock issued in an underwritten public offering in which the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least $10,000,000.

For purposes of this Agreement, "Approved Stock Plan" means any employee benefit plan which has been approved by the Board of Directors of the Company, pursuant to which the Company's securities may be issued to any employee, consultant, officer or director for services provided to the Company, "Convertible Securities" means any stock or other securities (other than Options) directly or indirectly convertible into or exercisable or exchangeable for shares of Common Stock, and "Options" means any rights, warrants or options to subscribe for or purchase shares of Common Stock or Convertible Securities.

1.6 No Subsequent Closings under 2010 Purchase Agreement. The Company and the Purchaser hereby agree and acknowledge that after June 30, 2011, the Purchaser no longer had any obligation to purchase the Company's Series B Preferred Stock pursuant to Section 1.3(b) of the Securities Purchase Agreement dated June 4, 2010, by and between the Company and the Purchaser (the "2010 Purchase Agreement"). The Company and the Purchaser hereby agree that Section 1.3(b) of the 2010 Purchase Agreement is and shall be null and void to the extent it imposes any obligation on the Purchaser to purchase any of the Company's Series B Preferred Stock.

ARTICLE II
COMPANY SECURITY DOCUMENTS

2.1 Security Agreement. All of the obligations of the Company under the Preferred Shares shall be secured by a lien on all the personal property and assets of the Company now existing or hereinafter acquired granted pursuant to a Third Amended and Restated Security Agreement dated of even date herewith between the Company and the Purchaser in the form attached hereto as Exhibit D ("Security Agreement").

2.2 Guaranty. All of the obligations of the Company under the Preferred Shares shall be guaranteed pursuant to an Amended and Restated Guaranty Agreement in the form attached hereto as Exhibit E ("Guaranty Agreement") by each of the subsidiaries of the Company set forth on Schedule 2.2 hereto.

2.3 Guarantor Security Documents. All of the obligations of each Subsidiary under its Guaranty Agreement shall be secured by a lien on all the personal property and assets of such Subsidiary now existing or hereinafter acquired granted pursuant to a Third Amended and Restated Guarantor Security Agreement dated of even date herewith between such Subsidiary and the Purchaser in the form attached hereto as Exhibit F ("Guarantor Security Agreement").

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Purchaser as of the date of this Agreement as follows:

3.1 Organization and Qualification. The Company is a corporation duly organized and validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect. As used in this Agreement, "Material Adverse Effect" means any material adverse effect on the business, properties, assets, operations, results of operations, or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole, or on the transactions contemplated hereby or by the agreements and instruments to be entered into in connection herewith, or on the authority or ability of the Company to perform its obligations in all material respects under the Transaction Documents (as defined in Section 3.6 hereof).

3.2 Subsidiaries. The Company has no subsidiaries other than those disclosed on Schedule 2.2 attached hereto (each a "Subsidiary", and collectively, the "Subsidiaries'). The Company owns, directly or indirectly, all of the capital stock of each Subsidiary, free and clear of any and all liens, and all the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights. Each Subsidiary is a corporation duly organized and validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, and has all requisite corporate power and authority to carry on its business as now conducted. Each Subsidiary is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect.

3.3 Compliance.

(a) Except as disclosed in Schedule 3.3(a) attached hereto, neither the Company nor any Subsidiary (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound, except such that, individually or in the aggregate, such default(s) and violations(s) would not have or reasonably be expect to have a Material Adverse Effect, (ii) is in violation of any order of any court, arbitrator or governmental body, or (iii) is in violation of any of the provisions of its certificate or articles of incorporation, bylaws or other organizational or charter documents.

(b) The business of the Company and each Subsidiary is presently being conducted in accordance with all applicable foreign, federal, state and local governmental laws, rules, regulations and ordinances (including, without limitation, rules and regulations of each governmental and regulatory agency, self regulatory organization and Trading Market applicable to the Company or any Subsidiary), except such that, individually or in the aggregate, the noncompliance therewith would not have or reasonably be expect to have a Material Adverse Effect. The Company has all franchises, permits, licenses, consents and other governmental or regulatory authorizations and approvals necessary for the conduct of its business as now being conducted by it unless the failure to possess such franchises, permits, licenses, consents and other governmental or regulatory authorizations and approvals, individually or in the aggregate, would not have or reasonably be expect to have a Material Adverse Effect, and the Company has not received any written notice of proceedings relating to the revocation or modification of any of the foregoing. For purposes of this Agreement, "Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE Arca, the American Stock Exchange, the New York Stock Exchange, the Nasdaq Global Select Market, Nasdaq Global Market, the Nasdaq Capital Market, or any tier of the over-the-counter ("OTC") market.

3.4 Capitalization.

(a) The authorized capital stock of the Company, the number of shares of such capital stock issued and outstanding, and the number of shares of capital stock reserved for issuance upon the exercise or conversion of all outstanding warrants, stock options, and other securities issued by the Company, as of the date hereof, are set forth on Schedule 3.4(a) attached hereto. All of such outstanding shares have been, or upon issuance will be, validly issued, are fully paid and nonassessable.

(b) Except for the Securities, or as disclosed in Schedule 3.4(b) attached hereto:

(i) no holder of shares of the Company's capital stock has any preemptive rights or any other similar rights or has been granted or holds any Liens or encumbrances suffered or permitted by the Company;

(ii) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any shares of capital stock of the Company or any Subsidiary, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of capital stock of the Company or any Subsidiary or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any shares of capital stock of the Company or any Subsidiary;

(iii) there are no outstanding debt securities, notes, credit agreements, credit facilities or other agreements, documents or instruments evidencing Indebtedness (as defined in Section 3.13 hereof) of the Company or any Subsidiary in excess of $100,000 or by which the Company or any Subsidiary is or may become bound and involves Indebtedness in excess of $100,000;

(iv) there are no financing statements securing obligations in any material amounts, either singly or in the aggregate, filed in connection with the Company or its Subsidiaries;

(v) there are no agreements or arrangements under which the Company or any Subsidiary is obligated to register the sale of any of their securities under the Securities Act of 1933, as amended (the "Securities Act");

(vi) there are no outstanding securities or instruments of the Company or any Subsidiary that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to redeem a security of the Company or a Subsidiary;

(vii) there are no securities or instruments containing antidilution or similar provisions that will be triggered by the issuance of the Securities; and

(viii) the Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement.

3.5 Issuance of Securities.

(a) The Securities to be issued hereunder are duly authorized and, upon payment and issuance in accordance with the terms hereof, shall be free from all taxes, Liens and charges with respect to the issuance thereof. As of the Closing Date, the Company has authorized and has reserved free of preemptive rights and other similar contractual rights of stockholders, a number of its authorized but unissued shares of Common Stock equal to one hundred percent (100%) of the aggregate number of shares of Common Stock to effect the conversion of the Preferred Shares (the "Conversion Shares") and one hundred percent (100%) of the aggregate number of shares of Common Stock to effect the exercise of the Warrant (the "Warrant Shares").

(b) The Conversion Shares and Warrant Shares, when issued and paid for upon conversion of the Preferred Shares and exercise of the Warrant, as the case may be, will be validly issued, fully paid and nonassessable and free from all taxes, Liens and charges with respect to the issue thereof, with the holders being entitled to all rights accorded to a holder of the Common Stock.

(c) Assuming the accuracy of each of the representations and warranties made by the Purchaser and set forth in Article IV hereof (and assuming no change in applicable law and no unlawful distribution of the Securities by the Purchaser or other Persons), the issuance by the Company to the Purchaser of the Securities is exempt from registration under the Securities Act.

3.6 Authorization; Enforcement; Validity. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement, the Second Amended and Restated Registration Rights Agreement to be entered into between the Company and the Purchaser on even date herewith in the form attached hereto as Exhibit C (the "Registration Rights Agreement"), the Certificate of Designation for the Series B Preferred Stock, and the Warrant, and each of the other agreements or instruments entered into by the parties hereto in connection with the transactions contemplated by this Agreement (collectively, the "Transaction Documents") and to issue the Securities (including without limitation, the Conversion Shares and Warrant Shares) in accordance with the terms hereof and thereof. The execution and delivery of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby, including, without limitation, the issuance of the Preferred Shares and the Warrant, have been duly authorized by the Board, and no further consent or authorization is required by the Company, the Board or its stockholders. This Agreement and the other Transaction Documents have been duly executed and delivered by the Company, and constitute the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws of general application affecting enforcement of creditors' rights and remedies generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law or by principles of public policy thereunder.

3.7 Dilutive Effect. The Company understands and acknowledges that its obligation to issue the Conversion Shares and Warrant Shares upon conversion of the Preferred Shares and exercise of the Warrant, as the case may be, is absolute and unconditional regardless of the dilutive effect that such issuance may have on the ownership interests of other stockholders of the Company.

3.8 No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the reservation for issuance of the Conversion Shares and Warrant Shares) will not (i) result in a violation of any articles or certificate of incorporation, any certificate of designation, preferences and rights of any outstanding series of preferred stock, bylaws or similar charter or organizational document of the Company or any Subsidiary or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any material agreement, indenture or instrument to which the Company or any Subsidiary is a party (except where such defaults, conflicts, rights of termination, amendment, acceleration or cancellation have been waived or postponed until the fulfillment of the Company's obligations under the Transaction Documents), or (iii) result in a violation of any federal, state, local or foreign statute, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations and rules and regulations of any governmental or any regulatory agency, self-regulatory organization, or Trading Market applicable to the Company) or by which any property or asset of the Company are bound or affected, except in the case of clauses (ii) and (iii), for such breaches, violations or defaults as would not be reasonably expected to have a Material Adverse Effect.

3.9 Governmental Consents. Except for (i) the filing of a registration statement pursuant to the Registration Rights Agreement, (ii) application(s) to each Trading Market for the listing of the Conversion Shares and Warrant Shares for trading thereon in the time and manner required thereby, and (iii) the filing of Form D with the Commission and such filings as are required to be made under applicable state securities laws, the Company is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court, governmental or any regulatory agency, self-regulatory organization or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by the Transaction Documents, in each case, in accordance with the terms hereof or thereof. The Company is unaware of any facts or circumstances relating to the Company or its Subsidiaries which might prevent the Company from obtaining or effecting any of the foregoing.

3.10 Registration and Approval of Sale of Securities. Based in material part upon the representations and warranties herein (and in the other Transaction Documents) of the Purchaser, the Company has complied and will comply with all applicable federal and state securities laws in connection with the offer, issuance and sale of the Securities hereunder. Assuming the accuracy of the representations and warranties in Article VI hereof (and assuming no change in applicable law and no unlawful distribution of the Securities by the Purchaser or other Persons), no registration under the Securities Act is required for the offer and sale of the Securities by the Company to the Purchaser as is contemplated hereby. Neither the Company nor any Person acting on its behalf, directly or indirectly, has or will sell, offer to sell or solicit offers to buy any of the Securities or similar securities to, or solicit offers with respect thereto from, or enter into any negotiations relating thereto with, any Person, or has taken or will take any action so as to either (a) bring the issuance and sale of any of the Securities under the registration provisions of the Securities Act or applicable state securities laws, or (b) trigger stockholder approval provisions under the rules or regulations of any Trading Market. Neither the Company nor any of its affiliates that it controls, nor any Person acting on its or their behalf, has: (x) engaged in any form of general solicitation or general advertising (within the meaning of Regulation D under the Securities Act) in connection with the offer or sale of any of the Securities; or (y) directly or indirectly made any offers or sales of any security or solicited any offers to buy any security under circumstances that would cause the offering of the Securities pursuant to this Agreement to be integrated with prior offerings by the Company for purposes of the Securities Act in a manner that would prevent the Company from selling the Securities pursuant to Regulation D and Rule 506 thereof under the Securities Act, nor will the Company or any of its affiliates that it controls or Persons acting on its or their behalf engage in any form of general solicitation or take any action or steps that would cause the offering of the Securities to be integrated with other offerings.

3.11 Placement Agent's Fees. Except as set forth on Schedule 3.11, no brokerage or finder's fee or commission are or will be payable to any Person with respect to the transactions contemplated by this Agreement based upon arrangements made by the Company or any of its affiliates. The Company agrees that it shall be responsible for the payment of any placement agent's fees, financial advisory fees, or brokers' commissions (other than for Persons engaged by the Purchaser or any of its affiliates) relating to or arising out of the transactions contemplated hereby. The Company shall pay, and hold the Purchaser harmless against, any liability, loss or expense (including, without limitation, reasonable attorney's fees and out-of-pocket expenses) arising in connection with any claim for any such fees or commissions.

3.12 Litigation. Except as disclosed in Schedule 3.12 attached hereto, there is no action, suit, written notice of violation, or written notice of any proceeding pending or, to the knowledge of the Company, threatened against or affecting the Common Stock or the Company, any Subsidiary or any of their respective executive officers, directors or properties before or by any court, arbitrator, governmental or administrative agency, regulatory authority (federal, state, county, local or foreign), self regulatory authority or Trading Market (collectively, an "Action") which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) would, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. To the Company's knowledge, neither the Company nor any Subsidiary, nor any director or executive officer thereof (in his/her capacity as such), is or, within the last five years, has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. To the knowledge of the Company, there has not been, and there is not pending or threatened in writing, any investigation by the United States Securities and Exchange Commission (the "Commission" or "SEC") involving the Company or any current director or executive officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company under the Securities Act. There is no action, suit, claim, investigation, arbitration, alternate dispute resolution proceeding or other proceeding pending or, to the knowledge of the Company, threatened in writing against or involving the Company or any of its properties or assets, which individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. There are no outstanding orders, judgments, injunctions, awards or decrees of any court, arbitrator or governmental or regulatory body against the Company or any executive officers or directors of the Company in their capacities as such, which individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

3.13 Indebtedness and Other Contracts. Except as disclosed in Schedule 3.13 attached hereto, neither the Company nor any Subsidiary (a) has any outstanding Indebtedness (as defined below in this Section 3.13), (b) is a party to any contract, agreement or instrument, the violation of which, or default under, by any other party to such contract, agreement or instrument would result in a Material Adverse Effect, (c) is in violation of any term of or in default under any contract, agreement or instrument relating to any Indebtedness, except where such violations and defaults would not result, individually or in the aggregate, in a Material Adverse Effect, or (d) is a party to any contract, agreement or instrument relating to any Indebtedness, the performance of which, in the judgment of the Company's officers, has or is expected to have a Material Adverse Effect. For purposes of this Agreement: (x) "Indebtedness" of any Person means, without duplication (i) all indebtedness for borrowed money, (ii) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (other than trade payables entered into in the ordinary course of business), (iii) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (iv) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (v) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (vi) all monetary obligations under any leasing or similar arrangement which, in connection with generally accepted accounting principles, consistently applied for the periods covered thereby, is classified as a capital lease, (vii) all indebtedness referred to in clauses (i) through (vi) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, Lien, pledge, change, security interest or other encumbrance upon or in any property or assets (including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness, and (viii) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (i) through (vii) above; (y) "Contingent Obligation" means, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto; and (z) "Person" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

3.14 Securities Periodic Reporting. Except as set forth in Schedule 3.14 hereto, The Company has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). As of their respective dates, the Company's reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Exchange Act prior to the date hereof (the "SEC Documents") complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to such SEC Documents, and none of such SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of their respective dates, the financial statements of the Company included in such SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with generally accepted accounting principles, consistently applied, during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). No other information provided by or on behalf of the Company to the Purchaser that is not included in the SEC Documents contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstance under which they are or were made, not misleading.

3.15 Absence of Certain Changes or Developments. Except as disclosed in Schedule 3.15 attached hereto or as contemplated herein and in the Transaction Documents, since December 31, 2010:

(a) there has been no Material Adverse Effect, and no event or circumstance has occurred or exists with respect to the Company or its businesses, properties, operations or financial condition, which, under the Exchange Act, Securities Act, or rules or regulations of any Trading Market, required or requires public disclosure or announcement by the Company, but which has not been so publicly announced or disclosed;

(b) the Company has not:

(i) issued any stock, bonds or other corporate securities or any right, options or warrants with respect thereto, except pursuant to the exercise or conversion of securities outstanding as of such date;

(ii) borrowed any amount in excess of $250,000 or incurred or become subject to any other liabilities in excess of $250,000 (absolute or contingent) except current liabilities incurred in the ordinary course of business which are comparable in nature and amount to the current liabilities incurred in the ordinary course of business during the comparable portion of its prior fiscal year, as adjusted to reflect the current nature and volume of the business of the Company;

(iii) discharged or satisfied any Lien or encumbrance in excess of $250,000 or paid any obligation or liability (absolute or contingent) in excess of $250,000, other than current liabilities paid in the ordinary course of business;

(iv) declared or made any payment or distribution of cash or other property to stockholders with respect to its stock, or purchased or redeemed, or made any agreements so to purchase or redeem, any shares of its capital stock, in each case in excess of $50,000 individually or $100,000 in the aggregate;

(v) sold, assigned or transferred any other tangible assets, or canceled any debts or claims, in each case in excess of $250,000, except in the ordinary course of business;

(vi) sold, assigned or transferred any patent rights, trademarks, trade names, copyrights, trade secrets or other intangible assets or intellectual property rights in excess of $250,000, or disclosed any proprietary confidential information to any person except to customers in the ordinary course of business;

(vii) suffered any material losses or waived any rights of material value, whether or not in the ordinary course of business, or suffered the loss of any material amount of prospective business;

(viii) made any changes in employee compensation except in the ordinary course of business and consistent with past practices;

(ix) made capital expenditures or commitments therefor that aggregate in excess of $250,000;

(x) entered into any material transaction outside the ordinary course of business;

(xi) made charitable contributions or pledges in excess of $10,000;

(xii) suffered any material damage, destruction or casualty loss, whether or not covered by insurance;

(xiii) experienced any material problems with labor or management in connection with the terms and conditions of their employment;

(xiv) altered its method of accounting, except to the extent required by GAAP;

(xv) issued any equity securities to any officer, director or affiliate (as such term is defined in Rule 144 of the Securities Act), except pursuant to existing Company stock, option, equity incentive or similar incentive plans; or

(xvi) entered into an agreement, written or otherwise, to take any of the foregoing actions.

3.16 Solvency. The Company has not taken, nor does it have any intention to take, any steps to seek protection pursuant to any bankruptcy or similar law. The Company does not have any actual knowledge nor has it received any written notice that its creditors intend to initiate involuntary bankruptcy proceedings or any actual knowledge of any fact that, as of the date hereof, would reasonably lead a creditor to do so. After giving effect to the transactions contemplated hereby to occur at the Closing, the Company will not be Insolvent (as hereinafter defined). For purposes of this Agreement, "Insolvent" means (i) the present fair saleable value of the Company's assets is less than the amount required to pay the Company's total Indebtedness, contingent or otherwise, (ii) the Company is unable to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured, (iii) the Company intends to incur or believes that it will incur debts that would be beyond its ability to pay as such debts mature or (iv) the Company has unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted.

3.17 Off-Balance Sheet Arrangements. There is no transaction, arrangement, or other relationship between the Company and an unconsolidated or other off-balance sheet entity that is required to be disclosed by the Company in its Exchange Act filings and is not so disclosed or that if made or not made would be reasonably likely to have a Material Adverse Effect.

3.18 Foreign Corrupt Practices. None of the Company, any Subsidiary, nor any of their respective directors, officers, agents, employees or other Persons acting on behalf of such subsidiaries has, in the course of their respective actions for or on behalf of the Company or any of its subsidiaries (a) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity, (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (c) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended or (d) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

3.19 Transactions With Affiliates. Except as disclosed in Schedule 3.19 attached hereto, none of the officers, directors or employees of the Company is presently a party to any transaction with the Company or any Subsidiary (other than for ordinary course services as employees, officers or directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any such officer, director or employee or, to the knowledge of the Company, any corporation, partnership, trust or other entity in which any such officer, director, or employee has a substantial interest or is an officer, director, trustee or partner.

3.20 Insurance. Except as disclosed in Schedule 3.20 attached hereto, the Company and each Subsidiary are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company and each Subsidiary are engaged. Neither the Company nor any Subsidiary has been refused any insurance coverage sought or applied for and neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

3.21 Employee Relations. Neither the Company nor any Subsidiary is a party to any collective bargaining agreement or employs any member of a union. No Executive Officer of the Company (as defined in Rule 501(f) of the Securities Act) has notified the Company that such officer intends to leave the Company or otherwise terminate such officer's employment with the Company. No Executive Officer of the Company, to the knowledge of the Company, is, or is now, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement, non-competition agreement, or any other contract or agreement or any restrictive covenant, and, to the actual knowledge of the Company, the continued employment of each such executive officer does not subject the Company or any Subsidiary to any liability with respect to any of the foregoing matters. The Company and each Subsidiary are in compliance with all federal, state, local and foreign laws and regulations respecting employment and employment practices, terms and conditions of employment and wages and hours, except where failure to be in compliance would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

3.22 Title. Except as set forth in Schedule 3.22, the Company and each Subsidiary have good and marketable title to all personal property owned by them which is material to their respective business, in each case free and clear of all Liens. Any real property and facilities held under lease by the Company or any Subsidiary are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company or any Subsidiary.

3.23 Intellectual Property Rights. The Company and its Subsidiaries own or possess the rights to use all patents, trademarks, domain names (whether or not registered) and any patentable improvements or copyrightable derivative works thereof, websites and intellectual property rights relating thereto, service marks, trade names, copyrights, licenses and authorizations which are necessary for the conduct of its business as now conducted (collectively, the "Intellectual Property Rights") without any conflict with the rights of others, except any failures as, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect. Neither the Company nor any Subsidiary has received a written notice that the Intellectual Property Rights used by the Company or any Subsidiary violates or infringes upon the rights of any Person. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable measures to protect the value of the Intellectual Property Rights.

3.24 Environmental Laws. The Company and each of its Subsidiaries (a) are in compliance with any and all Environmental Laws (as hereinafter defined), (b) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (c) are in compliance with all terms and conditions of any such permit, license or approval where, in each of the foregoing clauses (a), (b) and (c), the failure to so comply could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. The term "Environmental Laws" means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without limitation, laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "Hazardous Materials") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder.

3.25 Tax Matters. The Company and each of its Subsidiaries (a) have made or filed all federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject, (b) have paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and (c) have set aside on its books reasonably adequate provision for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply, except where such failure would not have a Material Adverse Effect. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim.

3.26 Sarbanes-Oxley Act; Internal Accounting and Disclosure Controls. The Company is in compliance in all material respects with the requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof and applicable to it, and any and all rules and regulations promulgated by the SEC thereunder that are effective and applicable to it as of the date hereof. The Company maintains a system of internal accounting controls sufficient, in the judgment of the Company's board of directors, to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate actions are taken with respect to any differences. The Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and designed such disclosure controls and procedures to ensure that material information relating to the Company, including its Subsidiaries, is made known to the certifying officers by others within those entities, particularly during the period in which the Company's most recently filed periodic report under the Exchange Act, as the case may be, is being prepared. The Company's certifying officers have evaluated the effectiveness of the Company's controls and procedures as of the date prior to the filing date of the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no significant changes in the Company's internal controls (as such term is defined in Item 307(c) of Regulation S-K under the Exchange Act) or, to the Company's knowledge, in other factors that could significantly affect the Company's internal controls. The Company maintains and will continue to maintain a standard system of accounting established and administered in accordance with GAAP and the applicable requirements of the Exchange Act.

3.27 Investment Company Status. The Company is not, and immediately after receipt of payment for the Securities will not be, an "investment company," an "affiliated person" of, "promoter" for or "principal underwriter" for, or an entity "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

3.28 Material Contracts. Each contract of the Company that involves expenditures or receipts in excess of $500,000 (each, a "Material Contract") is in full force and effect and is valid and enforceable in accordance with its terms. The Company is and has been in material compliance with all applicable terms and requirements of each Material Contract and no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with or result in a violation or breach of, or give the Company or any other entity the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify any Material Contract. The Company has not given or received from any other Person any notice or other communication (whether oral or written) regarding any actual, alleged, possible or potential violation or breach of, or default under, any Material Contract.

3.29 [Intentionally Omitted].

3.30 No Disagreements with Accountants. There are no disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the accountants formerly or presently employed by the Company.

3.31 Ranking of Series B Preferred Stock. No capital stock or other security issued by the Company is senior to the Series B Preferred Stock in right of payment, whether with respect of payment of redemptions, interest, damages or upon liquidation or dissolution or otherwise.

3.32 Manipulation of Price. The Company has not, and to its knowledge no one acting on its behalf has, taken, directly or indirectly, any action designed to cause or to result or that could reasonably be expected to cause or result, in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities.

3.33 Listing and Maintenance Requirements. Except as set forth on Schedule 3.33, the Company has not, in the 12 months preceding the date hereof, received notice from any Trading Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Company is in compliance with all such maintenance requirements.

3.34 Application of Takeover Protections. The Company and its Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's Certificate of Incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the Purchaser as a result of the Purchaser and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation the Company's issuance of the Securities and the Purchaser's ownership of the Securities.

3.35 OFAC. Neither the issuance of the Securities to the Purchaser, nor the use of the respective proceeds thereof by the Company, shall cause the Company to violate the U.S. Bank Secrecy Act, as amended, and any applicable regulations thereunder or any of the sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") of the United States Department of Treasury, any regulations promulgated thereunder by OFAC or under any affiliated or successor governmental or quasi-governmental office, bureau or agency and any enabling legislation or executive order relating thereto. Without limiting the foregoing, the Lender (i) is not a person whose property or interests in property are blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 200l Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) does not engage in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any such person in any manner violative of Section 2, or (iii) is not a person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other OFAC regulation or executive order.

3.36 Disclosure. All disclosure provided to the Purchaser regarding the Company, its business and the transactions contemplated hereby, including the Schedules to this Agreement, furnished by or on behalf of the Company are true and correct and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided however, the Company makes no representation as to studies and reports prepared by third parties not engaged by the Company and included in the materials delivered to Purchaser.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Company as of the date of this Agreement as follows:

4.1 Organization; Authority. The Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate or partnership power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations thereunder. The execution, delivery and performance by the Purchaser of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of the Purchaser. Each Transaction Document to which it is a party has been duly executed by the Purchaser, and when delivered by the Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Purchaser, enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

4.2 Own Account. The Purchaser understands that the Securities are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Securities as principal for its own account and not with a view to or for distributing or reselling such Securities or any part thereof except in compliance with the Securities Act, has no present intention of distributing any of such Securities and has no arrangement or understanding with any other persons regarding the distribution of such Securities (this representation and warranty not limiting the Purchaser's right to sell the Securities pursuant to a Registration Statement (defined below) or otherwise in compliance with applicable federal and state securities laws), except in compliance with the Securities Act. The Purchaser is acquiring the Securities hereunder in the ordinary course of its business. The Purchaser does not have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Securities.

4.3 Purchaser Status. At the time the Purchaser was offered the Securities, it was, and at the date hereof it is, either: (i) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act.

4.4 Experience of Such Purchaser. The Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. The Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

4.5 General Solicitation. The Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

ARTICLE V
CONDITIONS TO CLOSING OF THE PURCHASER

The obligation of the Purchaser to purchase the Securities at each Closing is subject to the fulfillment to the Purchaser's satisfaction on or prior to such Closing Date of each of the following conditions, any of which may be waived by such Purchaser:

5.1 Representations and Warranties Correct. The representations and warranties in Article III hereof shall be true and correct when made, and shall be true and correct on such Closing Date with the same force and effect as if they had been made on and as of such Closing Date.

5.2 Performance. All covenants, agreements and conditions contained in this Agreement to be performed or complied with by the Company on or prior to such Closing Date shall have been performed or complied with by the Company in all material respects.

5.3 No Impediments. Neither the Company nor the Purchaser shall be subject to any order, decree or injunction of a court or administrative agency of competent jurisdiction that prohibits the transactions contemplated hereby or would impose any material limitation on the ability of such Purchaser to exercise full rights of ownership of the Securities. At the time of the Closing, the purchase of the Securities to be purchased by the Purchaser hereunder shall be legally permitted by all laws and regulations to which the Purchaser and the Company are subject.

5.4 Other Agreements and Documents.

(a) With respect to the Initial Closing, the Company shall have delivered the following agreements and documents:

(i) Certificates, registered in the name of the Purchaser, representing 15 Preferred Shares;

(ii) A Series B Warrant to purchase an aggregate of 1,000,000 shares of Common Stock of the Company initially at an exercise price of $3.00 in the form of Exhibit B attached hereto;

(iii) The Registration Rights Agreement in the form of Exhibit C hereto, executed by the Company;

(iv) The Security Agreement in the form of Exhibit D hereto, executed by the Company;

(v) The Guaranty Agreement in the form of Exhibit E attached hereto executed by each Subsidiary;

(vi) The Guarantor Security Agreement in the form of Exhibit F attached hereto, executed by each Subsidiary;

(vii) An opinion of counsel to the Company, dated the date of the Closing, substantially in the form of Exhibit G hereto, with such exceptions and limitations as shall be reasonably acceptable to counsel to the Purchaser;

(viii) A Certificate of Good Standing from the state of incorporation of the Company and each Subsidiary;

(ix) A certificate of an officer of the Company, dated such Closing Date, certifying (i) the fulfillment of the conditions specified in Sections 5.1 and 5.2 of this Agreement, (ii) the Board resolutions approving this Agreement and the transactions contemplated hereby, (iii) the articles of incorporation and bylaws of the Company, each as amended as of such Closing Date; (iv) the names of each officer and director of the Company as of such Closing Date; and (v) such other matters as the Purchaser shall reasonably request; and

(x) The Termination Agreement in the form of Exhibit H attached hereto.

(b) With respect to the First Subsequent Optional Closing, if any, the Company shall have delivered the following agreements and documents:

(i) Certificates, registered in the name of the Purchaser, representing 15 Preferred Shares;

(ii) A Series B Warrant to purchase an aggregate of 1,000,000 shares of Common Stock of the Company initially at an exercise price of $3.00 in the form of Exhibit B attached hereto;

(iii) An opinion of counsel to the Company, dated the date of the Closing, substantially in the form of Exhibit G hereto, with such exceptions and limitations as shall be reasonably acceptable to counsel to the Purchaser;

(iv) A Certificate of Good Standing from the state of incorporation of the Company and each Subsidiary; and

(v) A certificate of an officer of the Company, dated such Closing Date, certifying (i) the fulfillment of the conditions specified in Sections 5.1 and 5.2 of this Agreement, (ii) the Board resolutions approving this Agreement and the transactions contemplated hereby, (iii) the articles of incorporation and bylaws of the Company, each as amended as of such Closing Date; (iv) the names of each officer and director of the Company as of such Closing Date; and (v) such other matters as the Purchaser shall reasonably request.

(c) With respect to the Second Subsequent Optional Closing, if any, the Company shall have delivered the following agreements and documents:

(i) Certificates, registered in the name of the Purchaser, representing 20 Preferred Shares;

(ii) A Series B Warrant to purchase an aggregate of 1,333,334 shares of Common Stock of the Company initially at an exercise price of $3.00 in the form of Exhibit B attached hereto;

(iii) An opinion of counsel to the Company, dated the date of the Closing, substantially in the form of Exhibit G hereto, with such exceptions and limitations as shall be reasonably acceptable to counsel to the Purchaser;

(iv) A Certificate of Good Standing from the state of incorporation of the Company and each Subsidiary; and

(v) A certificate of an officer of the Company, dated such Closing Date, certifying (i) the fulfillment of the conditions specified in Sections 5.1 and 5.2 of this Agreement, (ii) the Board resolutions approving this Agreement and the transactions contemplated hereby, (iii) the articles of incorporation and bylaws of the Company, each as amended as of such Closing Date; (iv) the names of each officer and director of the Company as of such Closing Date; and (v) such other matters as the Purchaser shall reasonably request.

5.5 Certificate of Designation. The Company shall have filed the Amendment to Certificate of Designation for the Series B Preferred Stock in the form attached hereto as Exhibit A with the Nevada Secretary of State.

5.6 [Intentionally Omitted].

5.7 Intellectual Property Assignment. The Company shall have delivered evidence reasonably satisfactory to the Purchaser that Mr. David Harrell has transferred certain patent applications and rights identified by the Purchaser to the Company.

5.8 Due Diligence Investigation. No fact shall have been discovered, whether or not reflected in the Schedules hereto, which in the Purchaser's determination would make the consummation of the transactions contemplated by this Agreement not in the Purchaser's best interests.

ARTICLE VI
CONDITIONS TO CLOSING OF THE COMPANY

The Company's obligation to sell the Securities at each Closing is subject to the fulfillment to its satisfaction on or prior to such Closing Date of each of the following conditions:

6.1 Representations. The representations made by the Purchaser pursuant to Article VI hereof shall be true and correct when made and shall be true and correct on such Closing Date.

6.2 No Impediments. Neither the Company nor the Purchaser shall be subject to any order, decree or injunction of a court or administrative agency of competent jurisdiction that prohibits the transactions contemplated hereby or would impose any material limitation on the ability of the Purchaser to exercise full rights of ownership of the Securities. At the time of such Closing, the purchase of the Securities to be purchased by the Purchaser hereunder shall be legally permitted by all laws and regulations to which the Purchaser and the Company are subject.

ARTICLE VII
AFFIRMATIVE COVENANTS

The Company hereby covenants and agrees, so long as any Preferred Share remains outstanding, as follows:

7.1 Maintenance of Corporate Existence. The Company shall and shall cause its subsidiaries to, maintain in full force and effect its corporate existence, rights and franchises and all material terms of licenses and other rights to use licenses, trademarks, trade names, service marks, copyrights, patents or processes owned or possessed by it and necessary to the conduct of its business, except where the failure to maintain such corporate existence, rights, franchises, licenses and rights to use licenses, trademarks, trade names, service marks, copyrights, patents or processes would not (a) result in a Material Adverse Effect or (b) materially adversely affect the rights of Purchaser under any Transaction Document.

7.2 Maintenance of Properties. The Company shall and shall cause its subsidiaries to, keep each of its properties necessary to the conduct of its business in good repair, working order and condition, reasonable wear and tear excepted, and from time to time make all needful and proper repairs, renewals, replacements, additions and improvements thereto; and the Company shall and shall cause its subsidiaries to at all times comply with each material provision of all material leases to which it is a party or under which it occupies property.

7.3 Payment of Taxes. The Company shall and shall cause its subsidiaries to, promptly pay and discharge, or cause to be paid and discharged when due and payable, all lawful taxes, assessments and governmental charges or levies imposed upon the income, profits, assets, property or business of the Company and its subsidiaries; provided, however, that any such tax, assessment, charge or levy need not be paid if the validity thereof shall be contested timely and in good faith by appropriate proceedings, if the Company or its subsidiaries shall have set aside on its books adequate reserves with respect thereto, and the failure to pay shall not be prejudicial in any material respect to the holders of the Securities, and provided, further, that the Company or its subsidiaries will pay or cause to be paid any such tax, assessment, charge or levy forthwith upon the commencement of proceedings to foreclose any Lien which may have attached as security therefor.

7.4 Payment of Indebtedness. The Company shall, and shall cause its subsidiaries to, pay or cause to be paid when due all Indebtedness incident to the operations of the Company or its subsidiaries (including, without limitation, claims or demands of workmen, materialmen, vendors, suppliers, mechanics, carriers, warehousemen and landlords) which, if unpaid might become a Lien (except for Permitted Liens) upon the assets or property of the Company or its subsidiaries, except where the Company (or its subsidiary, as the case may be) disputes the payment of such Indebtedness in good faith by appropriate proceedings.

7.5 Reservation of Common Stock. The Company shall continue to reserve, free of preemptive rights and other similar contractual rights of stockholders, a number of its authorized but unissued shares of Common Stock not less than one hundred percent (100%) of the aggregate number of shares of Common Stock to effect the conversion of the Preferred Shares and one hundred percent (100%) of the aggregate number of shares of Common Stock to effect the exercise of the Warrant.

7.6 Maintenance of Insurance. The Company shall and shall cause its subsidiaries to, keep its assets which are of an insurable character insured by financially sound and reputable insurers against loss or damage by theft, fire, explosion and other risks customarily insured against by companies in the line of business of the Company or its subsidiaries, in amounts sufficient to prevent the Company and its subsidiaries from becoming a co-insurer of the property insured; and the Company shall and shall cause its subsidiaries to maintain, with financially sound and reputable insurers, insurance against other hazards and risks and liability to persons and property to the extent and in the manner customary for companies in similar businesses similarly situated or as may be required by law, including, without limitation, general liability, fire and business interruption insurance, and product liability insurance as may be required pursuant to any license agreement to which the Company or its subsidiaries is a party or by which it is bound.

7.7 Notice of Adverse Change. The Company shall promptly give notice to all holders of any Securities (but in any event within seven (7) days) after becoming aware of the existence of any condition or event which constitutes, or the occurrence of, any of the following:

(a) any event of noncompliance by the Company or its subsidiaries under this Agreement in any material respect;

(b) the institution of an action, suit or proceeding against the Company or any subsidiary before any court, administrative agency or arbitrator, including, without limitation, any action of a foreign government or instrumentality, which, if adversely decided, would result in a Material Adverse Effect whether or not arising in the ordinary course of business; or

(c) any information relating to the Company or any subsidiary which would reasonably be expected to result in a material adverse effect on its inability to perform its obligations of under any Transaction Document.

Any notice given under this Section 7.7 shall specify the nature and period of existence of the condition, event, information, development or circumstance, the anticipated effect thereof and what actions the Company has taken and/or proposes to take with respect thereto.

7.8 Compliance With Agreements. The Company shall and shall cause its subsidiaries to comply in all material respects, with the terms and conditions of all material agreements, commitments or instruments to which the Company or any of its subsidiaries is a party or by which it or they may be bound.

7.9 Other Agreements. The Company shall not enter into any agreement in which the terms of such agreement would restrict or impair the right or ability to perform of the Company under any Transaction Document.

7.10 Compliance With Laws. The Company shall and shall cause each of its subsidiaries to duly comply in all material respects with any material laws, ordinances, rules and regulations of any foreign, federal, state or local government or any agency thereof, or any writ, order or decree, and conform to all valid requirements of governmental authorities relating to the conduct of their respective businesses, properties or assets.

7.11 Protection of Licenses, etc. The Company shall and shall cause its subsidiaries to, maintain, defend and protect to the best of their ability licenses and sublicenses (and to the extent the Company or a subsidiary is a licensee or sublicensee under any license or sublicense, as permitted by the license or sublicense agreement), trademarks, trade names, service marks, patents and applications therefor and other proprietary information owned or used by it or them, (except where the failure to defend and protect such licenses and sublicenses would not (a) result in a Material Adverse Effect or (b) materially adversely affect the rights of Purchaser under any Transaction Document) and shall keep duplicate copies of any licenses, trademarks, service marks or patents owned or used by it, if any, at a secure place selected by the Company.

7.12 Accounts and Records; Inspections.

(a) The Company shall keep true records and books of account in which full, true and correct entries will be made of all dealings or transactions in relation to the business and affairs of the Company and its subsidiaries in accordance with GAAP applied on a consistent basis.

(b) The Company shall permit each holder of any Securities or any of such holder’s officers, employees or representatives during regular business hours of the Company, upon reasonable notice and as often as such holder may reasonably request, to visit and inspect the offices and properties of the Company and its subsidiaries and to make extracts or copies of the books, accounts and records of the Company or its subsidiaries at such holder’s expense.

(c) Nothing contained in this Section 7.12 shall be construed to limit any rights which a holder of any Securities may otherwise have with respect to the books and records of the Company and its subsidiaries, to inspect its properties or to discuss its affairs, finances and accounts.

7.13 Maintenance of Office. The Company will maintain its principal office at the address of the Company set forth in Section 12.6 of this Agreement where notices, presentments and demands in respect of this Agreement and any of the Securities may be made upon the Company, until such time as the Company shall notify the holders of the Securities in writing, at least thirty (30) days prior thereto, of any change of location of such office.

7.14 Payment of the Preferred Share Dividends. The Company shall pay the dividends on, and redeem, the Preferred Shares, in the time, the manner and the form as provided in the Certificate of Designation for the Series B Preferred Stock.

7.15 SEC Reporting Requirements. For so long as the Purchaser beneficially owns any of the Securities, and until such time as all the Conversion Shares and Warrant Shares are saleable by the Purchaser without restriction as to volume or manner of sale under Rule 144 under the Securities Act, the Company shall, once it has filed a registration statement pursuant to the Registration Rights Agreement, timely file all reports required to be filed with the Commission pursuant to the Exchange Act, and the Company shall not terminate its status as an issuer required to file reports under the Exchange Act even if the Exchange Act or the rules and regulations thereunder would permit such termination. As long as the Purchaser owns Securities, Conversion Shares or Warrant Shares, the Company will prepare and furnish to the Purchaser and make publicly available in accordance with Rule 144 or any successor rule such information as is required for the Purchaser to sell the Securities under Rule 144 without regard to the volume and manner of sale limitations. The Company further covenants that it will take such further action as any holder of Securities, Conversion Shares or Warrant Shares may reasonably request, all to the extent required from time to time to enable such Person to sell such Securities, Conversion Shares or Warrant Shares without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 or any successor rule thereto.

7.16 Listing Maintenance. The Company hereby agrees to use best efforts to maintain the listing or trading of the Common Stock on a Trading Market, and once the Conversion Shares or Warrant shares are registered under an effective registration statement or are saleable under Rule 144, the Company agrees to promptly to take such action as may be necessary to have such shares approved for trading on the Trading Market by the applicable Trading Market Authority. The Company further agrees, if the Company applies to have the Common Stock traded on any other Trading Market, it will include in such application all of the Conversion Shares and Warrant Shares, and will take such other action as is necessary to cause all of the Conversion Shares and Warrant Shares to be listed on such other Trading Market as promptly as possible. The Company will take all action reasonably necessary to continue the listing and trading of its Common Stock on, and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of, each such Trading Market on which the Company's Common Stock is listed or trades.

7.17 Implementation of Series B Preferred Stockholders' Rights to Elect Directors. Promptly after Closing, the Company shall, to the extent it has not already done so, take the following actions:

(a) amend its bylaws and take such other action at any such time as necessary to implement the rights of holders of Series B Preferred Stock to nominate and elect one member of the Board of Directors as set forth in the Certificate of Designation for the Series B Preferred Stock beginning with the first meeting of the stockholders of the Company following Closing; and

(b) if necessary, expand the current size of the Board by one (1) member and appoint the person who will be designated by the Purchaser, to the Board of Directors; provided that, the Company shall not be obligated to appoint any designee if (i) the nomination of such designee would violate rules, regulations or other standards of the Commission or the Trading Market, or (ii) the designee does not meet the Company's reasonable written director qualification standards.

7.18 Use of Proceeds. The Company shall use all the proceeds received from the sale of the Securities in the Initial Closing pursuant to this Agreement first, to the repayment in full of all amounts owing to PI and/or PIH pursuant to the Termination Agreement, and thereafter (to the extent any proceeds from such Initial Closing remain) for working capital purposes and not for the repayment of any debt. The Company shall use all the proceeds received from the sale of any Securities in any subsequent Closing for working capital purposes and not for the repayment of any debt.

7.19 Further Assurances. From time to time the Company shall execute and deliver to the Purchaser and the Purchaser shall execute and deliver to the Company such other instruments, certificates, agreements and documents and take such other action and do all other things as may be reasonably requested by the other party in order to implement or effectuate the terms and provisions of this Agreement and any of the Securities.

For purposes of Articles VII–IX, the term "subsidiary" shall be deemed to include each Subsidiary and any subsidiary of the Company acquired or formed after the date hereof.

ARTICLE VIII
NEGATIVE COVENANTS

The Company hereby covenants and agrees, so long as any Preferred Share remains outstanding, it will not (and not allow any subsidiary to), without the prior written consent of the holder(s) of more than 50% of the number of shares of Series B Preferred Stock outstanding (the "Majority Holders"), directly or indirectly:

8.1 Distributions and Redemptions. (i) Except with respect to the Series B Preferred Stock, or forward stock splits in the form of a dividend, declare or pay any dividends or make any distributions to any holder(s) of any shares of capital stock of the Company or (ii) purchase, redeem or otherwise acquire for value, directly or indirectly, any shares of Common Stock of the Company or warrants or rights to acquire such Common Stock, except as may be required by the terms of the Series B Preferred Stock; or (iii) purchase, redeem or otherwise acquire for value, directly or indirectly, any shares of preferred stock of the Company or warrants or rights to acquire such stock, except as may be required by the terms of such preferred stock.

8.2 Reclassification. Effect any reclassification, combination or reverse stock split of the Common Stock.

8.3 Liens. Except as otherwise provided in this Agreement, create, incur, assume or permit to exist any mortgage, lien, pledge, charge, security interest or other encumbrance, or any interest or title of any vendor, lessor, lender or other secured party to or of the Company or any subsidiary under any conditional sale or other title retention agreement or any capital lease, upon or with respect to any property or asset of the Company or any subsidiary (each a "Lien" and collectively, "Liens"), except that the foregoing restrictions shall not apply to:

(a) liens for taxes, assessments and other governmental charges, if payment thereof shall not at the time be required to be made, and provided such reserve as shall be required by generally accepted accounting principles consistently applied shall have been made therefor;

(b) liens of workmen, materialmen, vendors, suppliers, mechanics, carriers, warehouseman and landlords or other like liens, incurred in the ordinary course of business for sums not then due or being contested in good faith, if an adverse decision in which contest would not materially affect the business of the Company;

(c) liens securing indebtedness of the Company or any subsidiaries which is in an aggregate principal amount not exceeding $100,000 and which liens are subordinate to liens on the same assets held by the Purchaser;

(d) statutory liens of landlords, statutory liens of banks and rights of set-off, and other liens imposed by law, in each case incurred in the ordinary course of business (i) for amounts not yet overdue or (ii) for amounts that are overdue and that are being contested in good faith by appropriate proceedings, so long as such reserves or other appropriate provisions, if any, as shall be required by generally accepted accounting principles shall have been made for any such contested amounts;

(e) liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

(f) any attachment or judgment lien not constituting an Event of Default (as defined below);

(g) easements, rights-of-way, restrictions, encroachments, and other minor defects or irregularities in title, in each case which do not and will not interfere in any material respect with the ordinary conduct of the business of the Company or any of its subsidiaries;

(h) any (i) interest or title of a lessor or sublessor under any lease, including liens relating to Indebtedness identified in Section 8.4(f), (ii) restriction or encumbrance that the interest or title of such lessor or sublessor may be subject to, or (iii) subordination of the interest of the lessee or sublessee under such lease to any restriction or encumbrance referred to in the preceding clause (ii), so long as the holder of such restriction or encumbrance agrees to recognize the rights of such lessee or sublessee under such lease;

(i) liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(j) any zoning or similar law or right reserved to or vested in any governmental office or agency to control or regulate the use of any real property;

(k) liens securing obligations (other than obligations representing debt for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Company and its subsidiaries; and

(l) the replacement, extension or renewal of any lien permitted by this Section upon or in the same property theretofore subject or the replacement, extension or renewal (without increase in the amount or change in any direct or contingent obligor) of the indebtedness secured thereby.

All of the Foregoing Liens described in subsections (a) – (l) above shall be referred to as "Permitted Liens".

8.4 Indebtedness. Create, incur, assume, suffer, permit to exist, or guarantee, directly or indirectly, any Indebtedness, excluding, however, from the operation of this covenant:

(a) Indebtedness to the extent existing on the date hereof or any replacement Indebtedness to existing Indebtedness;

(b) Indebtedness which may, from time to time be incurred or guaranteed by the Company which in the aggregate principal amount does not exceed $500,000;

(c) the endorsement of instruments for the purpose of deposit or collection in the ordinary course of business;

(d) Indebtedness relating to contingent obligations of the Company and its subsidiaries under guaranties in the ordinary course of business of the obligations of suppliers, customers, and licensees of the Company and its subsidiaries;

(e) Indebtedness relating to loans from the Company to its subsidiaries;

(f) Indebtedness relating to capital leases in an amount not to exceed $500,000;

(g) accounts or notes payable arising out of the purchase of merchandise, supplies, equipment, software, computer programs or services in the ordinary course of business;

(h) Common Stock issued or issuable to financial institutions, or lessors, pursuant to a commercial credit arrangement, equipment financing transaction, accounts receivable factoring, or a similar transaction.

The foregoing Indebtedness described in subsections (a) – (h) above shall be referred to as "Permitted Indebtedness".

8.5 Capital Stock. Except for issuances to the Purchaser and issuances required by securities issued and outstanding on the date hereof, issue any security that is senior to or ranks *pari passu* with the Series B Preferred Stock, whether with respect to right of payment of redemptions, interest, damages or upon liquidation or dissolution or otherwise.

8.6 Liquidation or Sale. Sell, transfer, lease or otherwise dispose of 20% or more of its consolidated assets (as shown on the most recent financial statements of the Company or the subsidiary, as the case may be) in any single transaction or series of related transactions (other than the sale of inventory in the ordinary course of business), or liquidate, dissolve, recapitalize or reorganize in any form of transaction.

8.7 Change of Control Transaction. Enter into a Change in Control Transaction. For purposes of this Agreement, "Change in Control Transaction" means the occurrence of (a) an acquisition by an individual or legal entity or "group" (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of fifty percent (50%) of the voting securities of the Company, (b) a replacement at one time or over time of more than one-half of the members of the Board of the Company which is not approved by a majority of those individuals who are members of the Board on the date hereof (or by those individuals who are serving as members of the Board on any date whose nomination to the Board was approved by a majority of the members of the Board who are members on the date hereof), (c) the merger or consolidation of the Company or any subsidiary of the Company in one or a series of related transactions with or into another entity (except in connection with a merger involving the Company solely for the purpose, and with the sole effect, of reorganizing the Company under the laws of another jurisdiction; provided that the certificate of incorporation and bylaws (or similar charter or organizational documents) of the surviving entity are substantively identical to those of the Company and do not otherwise adversely impair the rights of the Purchaser), or (d) the execution by the Company of an agreement to which the Company is a party or by which it is bound, providing for any of the events set forth above in (a), (b) or (c).

8.8 Board Changes; Amendment of Charter Documents.

(a) Expand the size of the Board of Directors, except as may be required hereunder; or

(b) Amend or waive any provision of its Articles of Incorporation or Bylaws in any way that materially adversely affects the rights of the Purchaser without the prior written consent of the Purchaser.

8.9 Transactions with Affiliates.

(a) Engage in any transaction with any of the officers, directors, employees or affiliates of the Company or of its subsidiaries, except on terms no less favorable to the Company or the subsidiary as could be obtained in an arm's length transaction.

(b) Divert (or permit anyone to divert) any business or opportunity of the Company or subsidiary to any other corporate or business entity.

8.10 Registration Statements. File any registration statement with the Commission until the earlier of: (i) 60 Trading Days following the date that a registration statement or registration statements registering all the Conversion Shares, Warrant Shares and other Registrable Securities is declared effective by the Commission; and (ii) the date the Conversion Shares and Warrant Shares are saleable by Purchaser under Rule 144 under the Securities Act without limitation as to volume or manner of sale; provided that this Section shall not prohibit the Company from filing a registration statement on Form S-4 or other applicable form for securities to be issued in connection with acquisitions of businesses by the Company or its subsidiaries, or post effective amendments to registration statements that were declared effective prior to the date hereof or to a registration statement filed with the Commission on Forms S-4 or S-8.

ARTICLE IX
EVENTS OF DEFAULT

9.1 Events of Default. The occurrence and continuance of any of the following events shall constitute an event of default under this Agreement (each, an "Event of Default" and, collectively, "Events of Default"):

(a) if the Company shall default in the payment of any dividend on or redemption of any Preferred Share when the same shall become due and payable; and in each case such default shall have continued without cure for five (5) Trading Days after written notice (a "Default Notice") is given to the Company of such default;

(b) subject to any grace periods and the ability of the Company to delay the effectiveness of the Registration Statement pursuant the Registration Rights Agreement, any registration statement (each a "Registration Statement") providing for the resale of Conversion Shares and Warrant Shares is not declared effective by the Commission on or prior to the date which is thirty (30) days after the date required therefor by the Registration Rights Agreement, unless the failure of such Registration Statement to become effective results from the Commission's refusal to grant effectiveness by reason of its application of Rule 415 under the Securities Act;

(c) the suspension from listing, without subsequent listing on any one of, or the failure of the Common Stock to be listed or quoted on at least one of the following: the OTC Bulletin Board or Pink Sheets Market, the American Stock Exchange, the Nasdaq Global Market, the Nasdaq Capital Market or The New York Stock Exchange, Inc. for a period of ten (10) consecutive Trading Days and such suspension from listing (or listing on an alternate exchange or quotation system) is not cured within ten (10) days after the tenth (10^{th}) consecutive day of such suspension from listing;

(d) the Company shall fail to (i) timely deliver the shares of Common Stock upon conversion of the Preferred Shares or exercise of a Warrant by the tenth (10th) Trading Day after the date of delivery required therefor or otherwise in accordance with the provisions of the Transaction Documents, (ii) file a Registration Statement in accordance with the terms of the Registration Rights Agreement, or (iii) make the payment of any fees and/or liquidated damages under this Agreement or any Transaction Document, which failure in the case of items (i) and (iii) of this Section is not remedied within ten (10) Trading Days after the incurrence thereof and, solely with respect to item (iii) above, ten (10) Trading Days after the Purchaser delivers a Default Notice to the Company of the incurrence thereof;

(e) while a Registration Statement is required to be maintained effective pursuant to the terms of the Registration Rights Agreement, the effectiveness of the Registration Statement lapses for any reason (including, without limitation, the issuance of a stop order) or is unavailable to the Purchaser for sale of the Registrable Securities (as defined in the Registration Rights Agreement) in accordance with the terms of the Registration Rights Agreement, and such lapse or unavailability continues for a period of ten (10) consecutive Trading Days, provided that the Company has not exercised its rights pursuant to Section 3(n) of the Registration Rights Agreement;

(f) the Company's notice to the Holder, including by way of public announcement, at any time, of its inability to comply for any reason or its intention not to comply with proper requests for issuance of, or its failure to timely deliver, Conversion Shares upon conversion of Preferred Shares or Warrant Shares upon exercise of the Warrant;

(g) if the Company or any subsidiary shall default in the performance of any of the covenants contained this Agreement or the Transaction Documents and (i) such default shall have continued without cure for ten (10) Trading Days after a Default Notice is given to the Company or (ii) such default shall have materially adversely affected the Purchaser regardless of any action taken by the Company to cure such default;

(h) if any of the Company or its subsidiaries shall default in the observance or performance of any term or provision of a material agreement to which it is a party or by which it is bound, which default will have or could reasonably be expected to have a Material Adverse Effect and such default is not waived or cured within the applicable grace period provided for in such agreement;

(i) if any representation or warranty made in this Agreement, any Transaction Document or in or any certificate delivered by the Company or its subsidiaries pursuant hereto or thereto shall prove to have been incorrect in any material respect when made;

(j) the Company shall (i) default in any payment of any amount or amounts of principal of or interest on any Indebtedness and the aggregate principal amount of which Indebtedness is in excess of $500,000 or (ii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders or beneficiary or beneficiaries of such Indebtedness to cause with the giving of notice if required, such Indebtedness to become due prior to its stated maturity;

(k) if a final judgment which, either alone or together with other outstanding final judgments against the Company and its subsidiaries, exceeds an aggregate of $500,000 shall be rendered against the Company or any subsidiary and such judgment shall have continued undischarged or unstayed for thirty-five (35) days after entry thereof;

(l) the Company or any of its subsidiaries shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property or assets, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (iv) file a petition seeking to take advantage of any bankruptcy, insolvency, moratorium, reorganization or other similar law affecting the enforcement of creditors' rights generally, (v) acquiesce in writing to any petition filed against it in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), or admit in writing its inability to pay its debts (vi) issue a notice of bankruptcy or winding down of its operations or issue a press release regarding same, or (vii) take any action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing;

(m) a proceeding or case shall be commenced in respect of the Company o r any of its subsidiaries, without its application or consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, moratorium, dissolution, winding up, or composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets in connection with the liquidation or dissolution of the Company or any of its subsidiaries or (iii) similar relief in respect of it under any law providing for the relief of debtors, and such proceeding or case described in clause (i), (ii) or (iii) shall continue undismissed, or unstayed and in effect, for a period of sixty (60) days or any order for relief shall be entered in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic) against the Company or any of its subsidiaries or action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing shall be taken with respect to the Company or any of its subsidiaries and shall continue undismissed, or unstayed and in effect for a period of sixty (60) days; or

(n) the occurrence of any "Event of Default" under the 2010 Purchase Agreement or the Securities Purchase Agreement dated as of September 8, 2008, by and between the Purchaser and the Company.

9.2 Remedies.

(a) Upon the occurrence and continuance of an Event of Default, the Purchaser may at any time (unless all defaults shall theretofore have been remedied) at its option, by written notice or notices to the Company require the Company to immediately redeem in cash all or a portion of the Preferred Shares held by the Purchaser at a price per share equal to one hundred twenty-five percent (125%) of the Stated Value of the Series B Preferred Stock plus all accrued and unpaid dividends thereon at the time of such request.

(b) The Purchaser, by written notice or notices to the Company, may in its own discretion waive an Event of Default and its consequences and rescind or annul such declaration; provided that, no such waiver shall extend to or affect any subsequent Event of Default or impair any right resulting therefrom.

(c) In case any one or more Events of Default shall occur and be continuing, the Purchaser may proceed to protect and enforce its rights by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in any Transaction Document or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law. In case of a default in the payment of any dividend on or redemption of any Preferred Share, the Company will pay to the Purchaser such further amount as shall be sufficient to cover the cost and the expenses of collection, including, without limitation, actual attorney's fees, expenses and disbursements. No course of dealing and no delay on the part of a Purchaser in exercising any rights shall operate as a waiver thereof or otherwise prejudice such Purchaser's rights.

(d) Any remedy conferred by this Section shall not be exclusive of any other remedy provided by this Agreement or any other Transaction Document or now or hereafter available at law, in equity, by statute or otherwise.

ARTICLE X CERTIFICATE LEGENDS

10.1 Legend. Each certificate representing the Securities shall be stamped or otherwise imprinted with a legend substantially in the following form (in addition to any legend required by applicable state securities or "blue sky" laws):

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL, IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

Prior to registration of the Conversion Shares and the Warrant Shares under the Securities Act, all such certificates shall bear the restrictive legend specified in this Section 10.1. Certificates evidencing the Conversion Shares and Warrant Shares shall not contain any legend (including the legend set forth in Section 10.1 hereof), (i) while a registration statement (including the Registration Statement) covering the resale of such security is effective under the Securities Act, or (ii) following any sale of such Conversion Shares or Warrant Shares pursuant to Rule 144, or (iii) if such Conversion Shares or Warrant Shares are eligible for sale under Rule 144 by the Purchaser without limitation as to volume or manner of sale, or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the Staff of the Commission). The Company shall cause its counsel to issue a legal opinion to the Company's transfer agent promptly after the effective date of a registration statement covering such Conversions Shares or Warrant Shares, if required by the Company's transfer agent, to effect the removal of the legend hereunder. If all or any portion of the Preferred Shares or a Warrant is exercised at a time when there is an effective registration statement to cover the resale of the Conversion Shares or the Warrant Shares, such Conversions Shares and Warrant Shares, as the case may be, shall be issued free of all legends. The Company agrees that following the effective date of the registration statement covering Conversion Shares or Warrant Shares or at such time as such legend is no longer required under this Section 10.1, it will, no later than five (5) Trading Days following the delivery by the Purchaser to the Company or the Company's transfer agent of a certificate representing Conversion Shares or Warrant Shares, as the case may be, issued with a restrictive legend (such date, the "Delivery Date"), deliver or cause to be delivered to the Purchaser a certificate representing such Securities that is free from all restrictive and other legends. The Company may not make any notation on its records or give instructions to any transfer agent of the Company that enlarge the restrictions on transfer set forth in this Section. Whenever a certificate representing the Conversion Shares or Warrant Shares is required to be issued to the Purchaser without a legend, in lieu of delivering physical certificates representing the Conversion Shares or Warrant Shares, provided the Company's transfer agent is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer program, the Company shall use its reasonable best efforts to cause its transfer agent to electronically transmit the Conversion Shares or Warrant Shares to the Purchaser by crediting the account of such Purchaser's Prime Broker with DTC through its Deposit Withdrawal Agent Commission ("DWAC") system (to the extent not inconsistent with any provisions of this Agreement).

10.2 Liquidated Damages. The Company understands that a delay in the delivery of unlegended certificates for the Conversion Shares or the Warrant Shares as set forth in Section 10.1 hereof beyond the Delivery Date could result in economic loss to the Purchaser. If the Company fails to deliver to a Purchaser such shares via DWAC or a certificate or certificates pursuant to this Section hereunder by the Delivery Date, the Company shall pay to the Purchaser, in cash, as partial liquidated damages and not as a penalty, for each $500 of Conversion Shares or Warrant Shares (based on the closing price of the Common Stock reported by the principal Trading Market on the date such Securities are submitted to the Company's transfer agent) subject to Section 10.1, $10 per Trading Day (increasing to $15 per Trading Day five (5) Trading Days after such damages have begun to accrue and increasing to $20 per Trading Day ten (10) Trading Days after such damages have begun to accrue) for each Trading Day after the Legend Removal Date until such certificate is delivered. Nothing herein shall limit the Purchaser's right to pursue actual damages for the Company's failure to deliver certificates representing any Securities as required by the Transaction Documents, and the Purchaser shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief.

10.3 Sales by the Purchaser. The Purchaser agrees that the removal of the restrictive legend from certificates representing Securities as set forth in Section 10.1 is predicated upon the Company's reliance that the Purchaser will sell any Securities pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom.

ARTICLE XI
INDEMNIFICATION

11.1 Indemnification by the Company. The Company agrees to defend, indemnify and hold harmless the Purchaser and shall reimburse the Purchaser for, from and against each claim, loss, liability, cost and expense (including without limitation, interest, penalties, costs of preparation and investigation, and the actual fees, disbursements and expenses of attorneys, accountants and other professional advisors) (collectively, "Losses") directly or indirectly relating to, resulting from or arising out of (a) any untrue representation, misrepresentation, breach of warranty or non-fulfillment of any covenant, agreement or other obligation by or of the Company contained in any Transaction Document or in any certificate, document, or instrument delivered by the Company to the Purchaser; or (b) any action instituted against the Purchaser or its affiliates, by any stockholder of the Company who is not an affiliate of the Purchaser, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of the Purchaser's representations, warranties or covenants under the Transaction Documents or any agreements or understandings the Purchaser may have with any such stockholder or any violations by the Purchaser of state or federal securities laws or any conduct by the Purchaser which constitutes fraud, gross negligence, willful misconduct or malfeasance).

11.2 Procedure.

(a) The indemnified party shall promptly notify the indemnifying party of any claim, demand, action or proceeding for which indemnification will be sought under this Agreement; provided, that the failure of any party entitled to indemnification hereunder to give notice as provided herein shall not relieve the indemnifying party of its obligations under this Article XI except to the extent that the indemnifying party is actually prejudiced by such failure to give notice.

(b) In case any such action, proceeding or claim is brought against an indemnified party in respect of which indemnification is sought hereunder, the indemnifying party shall be entitled to participate in and, unless in the reasonable, good-faith judgment of the indemnified party a conflict of interest between it and the indemnifying party exists with respect to such action, proceeding or claim (in which case the indemnifying party shall be responsible for the reasonable fees and expenses of one separate counsel for the indemnified party), to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. If the indemnifying party elects to defend any such action or claim, then the indemnified party shall be entitled to participate in such defense (but not control) with counsel of its choice at its sole cost and expense (except that the indemnifying party shall remain responsible for the reasonable fees and expenses of one separate counsel for the indemnified party in the event in the reasonable, good-faith judgment of the indemnified party a conflict of interest between it and the indemnifying party exists).

(c) In the event that the indemnifying party advises an indemnified party that it will contest such a claim for indemnification hereunder, or fails, within thirty (30) days of receipt of any indemnification notice to notify, in writing, such person of its election to defend, settle or compromise, at its sole cost and expense, any action, proceeding or claim (or discontinues its defense at any time after it commences such defense), then the indemnified party may, at its option, defend, settle or otherwise compromise or pay such action or claim. In any event, unless and until the indemnifying party elects in writing to assume and does so assume the defense of any such claim, proceeding or action, the indemnified party's costs and expenses arising out of the defense, settlement or compromise of any such action, claim or proceeding shall be Losses subject to indemnification hereunder.

(d) The parties shall cooperate fully with each other in connection with any negotiation or defense of any such action or claim and shall furnish to the other party all information reasonably available to such party which relates to such action or claim. Each party shall keep the other party fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto.

(e) Notwithstanding anything in this Article XI to the contrary, the indemnifying party shall not, without the indemnified party's prior written consent, settle or compromise any claim or consent to entry of any judgment in respect thereof which imposes any future obligation on the indemnified party or which does not include, as an unconditional term thereof, the giving by the claimant or the plaintiff to the indemnified party of a release from all liability in respect of such claim. The indemnification obligations to defend the indemnified party required by this Article XI shall be made by periodic payments of the amount thereof during the course of investigation or defense, as and when the Loss is incurred, so long as the indemnified party shall refund such moneys if it is ultimately determined by a court of competent jurisdiction that such party was not entitled to indemnification. The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar rights of the indemnified party against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

ARTICLE XII
MISCELLANEOUS

12.1 Governing Law. This Agreement and the rights of the parties hereunder shall be governed in all respects by the laws of the State of Florida wherein the terms of this Agreement were negotiated.

12.2 Survival. Except as specifically provided herein, the representations, warranties, covenants and agreements made herein shall survive the Closing.

12.3 Amendment. This Agreement may not be amended, discharged or terminated (or any provision hereof waived) without the written consent of the Company and the Purchaser.

12.4 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon and enforceable by and against, the successors, assigns, heirs, executors and administrators of the parties hereto. The Purchaser may assign its rights hereunder, and the Company may not assign its rights or obligations hereunder without the consent of the Purchaser.

12.5 Entire Agreement. This Agreement, the Transaction Documents and the other documents delivered pursuant hereto and simultaneously herewith constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof.

12.6 Notices, etc. All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered either personally, by facsimile, or by a nationally recognized courier service marked for next business day delivery or sent in a sealed envelope by first class mail, postage prepaid and either registered or certified with return receipt, addressed as follows:

if to the Company:

OptimizeRx Corporation
407 Sixth Street
Rochester, MI 48307
Attention: H. David Lester
Phone: (248) 651-6558
Fax: (248) 651-6748

with a copy to:

Scott Doney, Esq.
Cane Clark, LLP
3273 E. Warm Springs Rd.
Las Vegas, NV 89120
Phone: (702) 312-6255
Fax: (702) 944-7100
Email: sdoney@caneclark.com

if to the Purchaser:

Vicis Capital Master Fund
445 Park Avenue
Suite 1901
New York, NY 10022
Attn: Shad Stastney
Phone: (212) 909-4600
Fax: (212) 909-4601

with a copy to:

Hoyt R. Stastney, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202
Phone: (414) 277-5143
Fax: (414) 978-8968

Such communications shall be effective immediately if delivered in person or by confirmed facsimile, upon the date acknowledged to have been received in return receipt, or upon the next business day if sent by overnight courier service.

12.7 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any holder of any Securities upon any breach or default of the Company under this Agreement shall impair any such right, power or remedy of such holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence, therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any holder of any breach or default under this Agreement, or any waiver on the part of any holder of any provisions or conditions of this Agreement must be, made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any holder, shall be cumulative and not alternative.

12.8 Severability. The invalidity of any provision or portion of a provision of this Agreement shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision. It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

12.9 Expenses. Each party shall bear its own expenses and legal fees incurred on its behalf with respect to the negotiation, execution and consummation of the transactions contemplated by this Agreement. The Company shall pay all documentary stamp or similar taxes imposed by any authority upon the transactions contemplated by this Agreement or any Transaction Document. The Company shall pay all reasonable, documented third-party fees and expenses incurred by the Purchaser in connection with the enforcement of this Agreement or any of the other Transaction Documents, including, without limitation, all actual reasonable attorneys' fees and expenses.

12.10 Consent to Jurisdiction; Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF FLORIDA FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTION DOCUMENTS. EACH OF THE PARTIES TO THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURTS AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURTS HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY SUCH LEGAL PROCEEDING. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY CONSENTS TO SERVICE OF PROCESS BY NOTICE IN THE MANNER SPECIFIED IN SECTION 12.6 AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION SUCH PARTY MAY NOW OR HEREAFTER HAVE TO SERVICE OF PROCESS IN SUCH MANNER.

12.11 Titles and Subtitles. The titles of the articles, sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

12.12 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have duly executed this Securities Purchase Agreement, as of the day and year first above written.

COMPANY:
OPTIMIZERx CORPORATION

By: /s/ H. David Lester
Name: H. David Lester
Title: Chief Executive Officer

PURCHASER:
VICIS CAPITAL MASTER FUND
By: Vicis Capital, LLC, its investment adviser

By: /s/ Keith W. Hughes
Name: Keith W. Hughes
Title: CFO

EXHIBIT A

FORM OF AMENDMENT TO CERTIFICATE OF DESIGNATION OF SERIES B CONVERTIBLE PREFERRED STOCK

EXHIBIT B

FORM OF SERIES B WARRANT

EXHIBIT C

FORM OF REGISTRATION RIGHTS AGREEMENT

EXHIBIT D

FORM OF SECURITY AGREEMENT

EXHIBIT E

FORM OF GUARANTY AGREEMENT

EXHIBIT F

FORM OF GUARANTOR SECURITY AGREEMENT

EXHIBIT G

FORM OF OPINION OF COUNSEL

EXHIBIT H

FORM OF TERMINATION AGREEMENT AND RELEASE

OptimizeRx Corporation
Schedules

AMENDED AND RESTATED GUARANTY AGREEMENT

THIS AMENDED AND RESTATED GUARANTY AGREEMENT (this "Guaranty") is made as of September 16, 2011 by and between OptimizeRx Corporation, a Michigan corporation ("Guarantor"), and Vicis Capital Master Fund ("Vicis"), a sub-trust of Vicis Capital Series Master Trust, a unit trust organized and existing under the laws of the Cayman Islands.

R E C I T A L S

WHEREAS, Guarantor is a wholly owned subsidiary of OptimizeRx Corporation, a Nevada corporation ("Issuer").

WHEREAS, pursuant to a Securities Purchase Agreement dated June 4, 2010 by and between Issuer and Vicis (as amended or modified from time to time, the "2010 Purchase Agreement"), Issuer has issued shares of the Issuer's Series B Convertible Preferred Stock, par value $.001 per share (the "2010 Preferred Shares"), to Vicis.

WHEREAS, as a condition precedent to Vicis entering into the 2010 Purchase Agreement and acquiring the 2010 Preferred Shares, Guarantor executed and delivered to Vicis a Guaranty Agreement dated as of June 4, 2010, by and between Guarantor and Vicis (the "2010 Guaranty").

WHEREAS, pursuant to a Securities Purchase Agreement of even date herewith by and between the Issuer and Vicis (as amended or modified from time to time, the "2011 Purchase Agreement" and together with 2010 Purchase Agreement, the "Purchase Agreements"), Issuer has issued and may issue additional shares of the Issuer's Series B Convertible Preferred Stock, par value $.001 per share (the "2011 Preferred Shares" and together with the 2010 Preferred Shares, the "Preferred Shares"), to Vicis.

WHEREAS, it is a condition precedent to Vicis entering into the 2011 Purchase Agreement and acquiring the 2011 Preferred Shares that Guarantor execute and deliver to Vicis this Guaranty (which Guaranty amends and restates the 2010 Guaranty).

WHEREAS, this Guaranty is the Guaranty Agreement referred to in the Purchase Agreements.

NOW, THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees with Vicis as follows:

ARTICLE 1
DEFINITIONS

When used in this Guaranty, capitalized terms shall have the meanings specified in the 2011 Purchase Agreement, the preamble, the recitals and as follows:

1.1 Event of Default. “Event of Default” shall have the meaning specified in the 2011 Purchase Agreement.

1.2 Guaranty. “Guaranty” shall mean this Guaranty, as the same shall be amended from time to time in accordance with the terms hereof.

1.3 Law. “Law” shall mean any federal, state, local or other law, rule, regulation or governmental requirement of any kind, and the rules, regulations, interpretations and orders promulgated thereunder.

1.4 Obligations. “Obligations” shall mean (a) the redemption of, and payment of dividends on, the Preferred Shares, and any renewal, extension or refinancing thereof; (b) all debts, liabilities, obligations, covenants and agreements of the Issuer and Guarantor contained in the Transaction Documents; and (c) any and all other debts, liabilities and obligations of the Guarantor and Issuer to Vicis.

1.5 Person. “Person” shall mean and include an individual, partnership, corporation, trust, unincorporated association and any unit, department or agency of government.

1.6 Transaction Documents. “Transaction Documents” shall mean, as applicable, (i) the Transaction Documents (as that term is defined in the 2010 Purchase Agreement) and (ii) the Transaction Documents (as that term is defined in the 2011 Purchase Agreement).

ARTICLE 2
THE GUARANTY

2.1 The Guaranty. Guarantor, for itself, its successors and assigns, hereby unconditionally and absolutely guarantees to Vicis the full and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of each of the Obligations. This is a guaranty of payment and performance and not of collection.

2.2 Waivers and Consents.

(a) Guarantor acknowledges that the obligations undertaken herein involve the guaranty of obligations of a Person other than Guarantor and, in full recognition of that fact, Guarantor consents and agrees that Vicis may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (i) supplement, modify, amend, extend, renew, accelerate or otherwise change the time for payment or the other terms of the Obligations or any part thereof, including without limitation any increase or decrease of the principal amount thereof or the rate(s) of interest thereon; (ii) supplement, modify, amend or waive, or enter into or give any agreement, approval or consent with respect to, the Obligations or any part thereof, or any of the Transaction Documents or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; (iii) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Transaction Documents or the Obligations or any part thereof; (iv) accept partial payments on the Obligations; (v) receive and hold additional security or guaranties for the Obligations or any part thereof; (vi) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer and/or enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as Vicis in its sole and absolute discretion may determine; (vii) release any Person from any personal liability with respect to the Obligations or any part thereof; (viii) settle, release on terms satisfactory to Vicis or by operation of applicable Law or otherwise, liquidate or enforce any Obligations and any security or guaranty in any manner, consent to the transfer of any security and bid and purchase at any sale; and/or (ix) consent to the merger, change or any other restructuring or termination of the corporate existence of Issuer or any other Person, and correspondingly restructure the Obligations, and any such merger, change, restructuring or termination shall not affect the liability of Guarantor or the continuing effectiveness hereof, or the enforceability hereof with respect to all or any part of the Obligations.

(b) Upon the occurrence and during the continuance of any Event of Default, Vicis may enforce this Guaranty independently of any other remedy, guaranty or security Vicis at any time may have or hold in connection with the Obligations, and it shall not be necessary for Vicis to marshal assets in favor of Issuer, any other guarantor of the Obligations or any other Person or to proceed upon or against and/or exhaust any security or remedy before proceeding to enforce this Guaranty. Guarantor expressly waives any right to require Vicis to marshal assets in favor of Issuer or any other Person or to proceed against Issuer or any other guarantor of the Obligations or any collateral provided by any Person, and agrees that Vicis may proceed against any obligor and/or the collateral in such order as it shall determine in its sole and absolute discretion. Vicis may file a separate action or actions against Guarantor, whether action is brought or prosecuted with respect to any security or against any other Person, or whether any other Person is joined in any such action or actions. Guarantor agrees that Vicis and Issuer may deal with each other in connection with the Obligations or otherwise, or alter any contracts or agreements now or hereafter existing between them, in any manner whatsoever, all without in any way altering or affecting the security of this Guaranty.

(c) The rights of Vicis hereunder shall be reinstated and revived, and the enforceability of this Guaranty shall continue, with respect to any amount at any time paid on account of the Obligations which thereafter shall be required to be restored or returned by Vicis upon the bankruptcy, insolvency or reorganization of any Person, all as though such amount had not been paid. The rights of Vicis created or granted herein and the enforceability of this Guaranty shall remain effective at all times to guarantee the full amount of all the Obligations even though the Obligations, including any part thereof or any other security or guaranty therefor, may be or hereafter may become invalid or otherwise unenforceable as against Issuer or any other guarantor of the Obligations and whether or not Issuer or any other guarantor of the Obligations shall have any personal liability with respect thereto.

(d) To the extent permitted by applicable law, Guarantor expressly waives any and all defenses now or hereafter arising or asserted by reason of: (i) any disability or other defense of Issuer or any other guarantor for the Obligations with respect to the Obligations (other than full payment and performance of all of the Obligations); (ii) the unenforceability or invalidity of any security for or guaranty of the Obligations or the lack of perfection or continuing perfection or failure of priority of any security for the Obligations; (iii) the cessation for any cause whatsoever of the liability of Issuer or any other guarantor of the Obligations (other than by reason of the full payment and performance of all Obligations); (iv) any failure of Vicis to marshal assets in favor of Issuer or any other Person; (v) any failure of Vicis to give notice of sale or other disposition of collateral to Issuer or any other Person or any defect in any notice that may be given in connection with any sale or disposition of collateral; (vi) any failure of Vicis to comply with applicable Laws in connection with the sale or other disposition of any collateral or other security for any Obligation, including, without limitation, any failure of Vicis to conduct a commercially reasonable sale or other disposition of any collateral or other security for any Obligation; (vii) any act or omission of Vicis or others that directly or indirectly results in or aids the discharge or release of Issuer or any other guarantor of the Obligations, or of any security or guaranty therefor by operation of Law or otherwise; (viii) any Law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (ix) any failure of Vicis to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person; (x) the election by Vicis, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code; (xi) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code; (xii) any use of collateral under Section 363 of the United States Bankruptcy Code; (xiii) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person; (xiv) the avoidance of any lien or security interest in favor of Vicis for any reason; (xv) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including without limitation any discharge of, or bar or stay against collecting, all or any of the Obligations (or any interest thereon) in or as a result of any such proceeding; or (xvi) any action taken by Vicis that is authorized by this Section or any other provision of any Transaction Document. Until all of the Obligations have been paid in full, Guarantor expressly waives all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations.

(e) Condition of Issuer. Guarantor represents and warrants to Vicis that it has established adequate means of obtaining from Issuer, on a continuing basis, financial and other information pertaining to the business, operations and condition (financial and otherwise) of Issuer and its assets and properties. Guarantor hereby expressly waives and relinquishes any duty on the part of Vicis (should any such duty exist) to disclose to Guarantor any matter, fact or thing related to the business, operations or condition (financial or otherwise) of Issuer or its assets or properties, whether now known or hereafter known by Vicis during the life of this Guaranty. With respect to any of the Obligations, Vicis need not inquire into the powers of Issuer or agents acting or purporting to act on its behalf, and all Obligations made or created in good faith reliance upon the professed exercise of such powers shall be guaranteed hereby.

(f) Continuing Guaranty. This is a continuing guaranty and shall remain in full force and effect as to all of the Obligations until all amounts owing by Issuer to Vicis on the Obligations shall have been paid in full.

(g) Subrogation; Subordination. Guarantor expressly waives any claim for reimbursement, contribution, indemnity or subrogation which Guarantor may have against Issuer as a guarantor of the Obligations and any other legal or equitable claim against Issuer arising out of the payment of the Obligations by Guarantor or from the proceeds of any collateral for this Guaranty, until all amounts owing to Vicis under the Obligations shall have been paid in full and all commitments to lend have been terminated or expired. In furtherance, and not in limitation, of the foregoing waiver, until all amounts owing to Vicis under the Obligations shall have been paid in full, Guarantor hereby agrees that no payment by Guarantor pursuant to this Guaranty shall constitute Guarantor a creditor of Issuer. Until all amounts owing to Vicis under the Obligations shall have been paid in full, Guarantor shall not seek any reimbursement from Issuer in respect of payments made by Guarantor in connection with this Guaranty, or in respect of amounts realized by Vicis in connection with any collateral for the Obligations, and Guarantor expressly waives any right to enforce any remedy that Vicis now has or hereafter may have against any other Person and waives the benefit of, or any right to participate in, any collateral now or hereafter held by Vicis. No claim which any Guarantor may have against any other guarantor of any of the Obligations or against Issuer, to the extent not waived pursuant to this Section, shall be enforced nor any payment accepted until the Obligations are paid in full and all such payments are not subject to any right of recovery.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF GUARANTOR

Guarantor hereby represents and warrants to Vicis as follows:

3.1 Authorization. Guarantor is a corporation duly and validly organized and existing under the laws of the State of Michigan, has the corporate power to own its owned assets and properties and to carry on its business, and is duly licensed or qualified to do business in all jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition. The making, execution, delivery and performance of this Guaranty, and compliance with its terms, have been duly authorized by all necessary corporate action of Guarantor.

3.2 Enforceability. This Guaranty is the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

3.3 Absence of Conflicting Obligations. The making, execution, delivery and performance of this Guaranty, and compliance with its terms, do not violate any existing provision of Law; the articles of incorporation or bylaws of Guarantor; or any agreement or instrument to which Guarantor is a party or by which it or any of its assets is bound.

3.4 Consideration for Guaranty. Guarantor acknowledges and agrees with Vicis that but for the execution and delivery by Guarantor of the 2010 Guaranty and this Guaranty Vicis would not have acquired the 2010 Preferred Shares and 2011 Preferred Shares, respectively. Guarantor acknowledges and agrees that the proceeds of the sale of the 2010 Preferred Shares, has resulted in, and the proceeds of the sale of the 2011 Preferred Shares will result in, significant benefit to Guarantor who is the wholly-owned subsidiary of Issuer and the intended beneficiary of such proceeds.

ARTICLE 4
COVENANTS OF THE GUARANTOR

4.1 Actions by Guarantor. Guarantor shall not take or permit any act, or omit to take any act, that would: (a) cause Issuer to breach any of the Obligations; (b) impair the ability of Issuer to perform any of the Obligations; or (c) cause an Event of Default under the 2011 Purchase Agreement.

4.2 Reporting Requirements. Guarantor shall furnish, or cause to be furnished, to Vicis such information respecting the business, assets and financial condition of Guarantor as Vicis may reasonably request.

ARTICLE 5
MISCELLANEOUS

5.1 Expenses and Attorneys' Fees. Guarantor shall pay all reasonable fees and expenses incurred by Vicis, including the reasonable fees of counsel, in connection with the protection or enforcement of its rights under this Guaranty, including without limitation the protection and enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Issuer or Guarantor, both before and after judgment.

5.2 Revocation. This is a continuing guaranty and shall remain in full force and effect until Vicis receives written notice of revocation signed by Guarantor. Upon revocation by written notice, this Guaranty shall continue in full force and effect as to all Obligations contracted for or incurred before revocation, and as to them Vicis shall have the rights provided by this Guaranty as if no revocation had occurred. Any renewal, extension, or increase in the interest rate(s) of any such Obligation, whether made before or after revocation, shall constitute an Obligation contracted for or incurred before revocation. Obligations contracted for or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation.

5.3 Assignability; Successors. Guarantor's rights and liabilities under this Guaranty are not assignable or delegable, in whole or in part, without the prior written consent of Vicis. The provisions of this Guaranty shall be binding upon Guarantor, its successors and permitted assigns and shall inure to the benefit of Vicis, its successors and assigns.

5.4 Survival. All agreements, representations and warranties made herein or in any document delivered pursuant to this Guaranty shall survive the execution and delivery of this Guaranty and the delivery of any such document.

5.5 Governing Law. This Guaranty and the documents issued pursuant to this Guaranty shall be governed by, and construed and interpreted in accordance with, the Laws of the State of Florida applicable to contracts made and wholly performed within such state.

5.6 Execution; Headings. This Guaranty may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof. The article and section headings in this Guaranty are inserted for convenience of reference only and shall not constitute a part hereof.

5.7 Notices. All notices, requests and demands to or upon Vicis or Guarantor (to be delivered care of Issuer) shall be delivered in the manner set forth in Section 12.6 of the 2011 Purchase Agreement.

5.8 Amendment. No amendment of this Guaranty shall be effective unless in writing and signed by Guarantor and Vicis.

5.9 Severability. Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Guaranty in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

5.10 Taxes. If any transfer or documentary taxes, assessments or charges levied by any governmental authority shall be payable by reason of the execution, delivery or recording of this Guaranty, Guarantor shall pay all such taxes, assessments and charges, including interest and penalties, and hereby indemnifies Vicis against any liability therefor.

5.11 WAIVER OF RIGHT TO JURY TRIAL. GUARANTOR ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS GUARANTY WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, GUARANTOR AGREES THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

5.12 SUBMISSION TO JURISDICTION; SERVICE OF PROCESS. AS A MATERIAL INDUCEMENT TO VICIS TO ENTER INTO THIS TRANSACTION:

(a) THE GUARANTOR AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY MANNER RELATING TO OR ARISING OUT OF THIS GUARANTY OR THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH MAY BE BROUGHT ONLY IN COURTS OF THE STATE OF FLORIDA OR THE FEDERAL COURTS LOCATED IN THE STATE OF FLORIDA AND THE GUARANTOR CONSENTS TO THE JURISDICTION OF SUCH COURTS. THE GUARANTOR WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH COURT AND ANY RIGHT IT MAY HAVE NOW OR HEREAFTER HAVE TO CLAIM THAT ANY SUCH ACTION OR PROCEEDING IS IN AN INCONVENIENT COURT; AND

(b) THE GUARANTOR HEREBY CONSENTS TO SERVICE OF PROCESS BY NOTICE IN THE MANNER SPECIFIED IN SECTION 12.6 OF THE 2011 PURCHASE AGREEMENT AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION SUCH PARTY MAY NOW OR HEREAFTER HAVE TO SERVICE OF PROCESS IN SUCH MANNER. THE GUARANTOR AGREES THAT SERVICE OF PROCESS MAY BE DELIVERED CARE OF ISSUER.

[signature page follows]

IN WITNESS WHEREOF the undersigned has executed this Amended and Restated Guaranty Agreement as of the day and year first above written.

OPTIMIZERx CORPORATION

By: /s/ H. David Lester

Name: H. David Lester

Title: CEO

ACCEPTANCE BY VICIS

This Amended and Restated Guaranty Agreement is accepted by Vicis Capital Master Fund.

VICIS CAPITAL MASTER FUND
By: Vicis Capital LLC
By: /s/ Keith W. Hughes
Name: Keith W. Hughes
Title: CFO

SECOND AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

This Second Amended and Restated Registration Rights Agreement (this "Agreement") is made and entered into as of September 16, 2011, by and between OptimizeRx Corporation, a Nevada corporation (the "Company"), and Vicis Capital Master Fund, a sub-trust of Vicis Capital Series Master Trust, a unit trust organized and existing under the laws of the Cayman Islands ("Vicis"). Physicians Interactive Inc., a Delaware corporation ("PI"), which was a party to the Prior Agreement (as defined below), is not a party to this Agreement pursuant to that certain Termination Agreement and Release by and among the Company, OptimizeRx Corporation , a Michigan corporation, Vicis, Physicians Interactive Holdings, LLC, a Delaware limited liability corporation, and PI dated of even date herewith (the "Termination and Release"). This Agreement amends and restates the Prior Agreement.

WHEREAS, in connection with the purchase by Vicis of shares of Series B Convertible Preferred Stock, par value $0.001 per share, of the Company (the "Series B Preferred Stock") pursuant to the Securities Purchase Agreement, dated as of June 4, 2010, by and between the Company and Vicis (the "Series B Purchase Agreement"), the Company and Vicis entered into the Registration Rights Agreement, dated as of June 4, 2010 ("the Original Agreement").

WHEREAS, pursuant to the Securities Purchase Agreement, dated October 5, 2010, between the Company and PI, the Company, PI and Vicis entered into a Second Amended and Restated Registration Rights Agreement amending and restating the Original Agreement (the "Prior Agreement").

WHEREAS, pursuant to the Securities Purchase Agreement, dated of even date herewith (the "September Purchase Agreement"), Vicis has agreed to purchase additional shares of Series B Preferred Stock and additional warrants to purchase Common Stock of the Company.

WHEREAS, Vicis's obligation to consummate the transactions contemplated by the September Purchase Agreement is conditioned upon the execution and delivery of this Agreement.

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, the Company and Vicis each desire to amend and restate the Prior Agreement in its entirety to remove PI as a party to this Agreement (as authorized by the Termination and Release) and make certain other changes with respect to the rights granted thereunder, as set forth herein.

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

1. Definitions.

As used in this Agreement, the following terms shall have the following meanings:

"Agreement" means this Agreement, as the same may be amended or supplemented from time to time in accordance with the terms hereof.

"Affiliate(s)" has the meaning set forth in Rule 144.

"Additional Effectiveness Deadline" has the meaning set forth in Section 2(b) of this Agreement.

"Additional Filing Deadline" has the meaning set forth in Section 2(b) of this Agreement.

"Business Day" means any day except Saturday, Sunday and any day which shall be a federal legal holiday or a day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common shares of the Company, $0.001 par value per share.

"Company" has the meaning set forth in the preamble to this Agreement.

"Conversion Shares" means the shares of Common Stock issuable upon conversion of the Preferred Shares.

"Effective Date" means the date that a Registration Statement filed pursuant to Section 2(a) or Section 2(b), as applicable, is first declared effective by the Commission.

"Effectiveness Deadline" means, as applicable, the Initial Effectiveness Deadline and any Additional Effectiveness Deadline.

"Effectiveness Period" has the meaning set forth in Section 2(a) of this Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder.

"Filing Deadline" has the meaning set forth in Section 2(b) of this Agreement.

"Grace Period" has the meaning set forth in Section 4(g) of this Agreement.

"Holders" means those Persons designated as "Holders" on the signature pages hereof and their respective successors and assigns.

"Indemnified Party" has the meaning set forth in Section 6(c) of this Agreement.

"Indemnifying Party" has the meaning set forth in Section 6(c) of this Agreement.

"Initial Effectiveness Deadline" has the meaning set forth in Section 2(a) of this Agreement.

"Initial Filing Deadline" has the meaning set forth in Section 2(a) of this Agreement.

"Losses" has the meaning set forth in Section 6(a) of this Agreement.

"Person" means any individual, partnership, corporation, limited liability company, incorporated or unincorporated association, trust, joint venture, unincorporated organization, joint stock company, governmental unit or other entity of any kind.

"Piggyback Notice" has the meaning set forth in Section 3(a) of this Agreement.

"Piggyback Registration" has the meaning set forth in Section 3(a) of this Agreement.

"Preferred Shares" means shares of the Series B Preferred Stock held by a Holder.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Prospectus" means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A or 430B promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"Registrable Securities" means (i) the Shares (as hereinafter defined); and (ii) shares of Common Stock issued as dividends on the Series B Preferred Stock or the Shares.

"Registration Statement" means collectively: (i) the initial registration statement which is required to register the resale of the Registrable Securities pursuant to Section 2(a), and (ii) each additional registration statement, if any, contemplated by Section 2(b), and including, in each case, the Prospectus, amendments and supplements to each such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 415" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder.

"Series B Preferred Stock" has the meaning set forth in the Recitals.

"Series B Warrant" means the Series B Warrants to purchase shares of Common Stock issued to Vicis pursuant to the Series B Purchase Agreement and the September Purchase Agreement.

"Shares" means the Conversion Shares and the Warrant Shares.

"Unregistered Registrable Securities" has the meaning set forth in Section 2(b) of this Agreement.

"Underwritten Offering" means a registration in which securities of the Company are sold to an underwriter for reoffering to the public.

"Warrant Shares" means the shares of Common Stock issuable upon exercise of the Warrants.

"Warrants" means the Series B Warrant.

2. Demand Registration Rights.

(a) Initial Filing & Effectiveness Deadlines.

(i) If, at any time and from time to time after the effectiveness of this Agreement, any Holder or group of Holders shall deliver a written request to the Company (a "Registration Request") containing the matters set forth in the next following sentence, the Company shall within 30 days of receiving such request file with the Commission (an "Initial Filing Deadline") a Registration Statement for an offering on a continuous or delayed basis pursuant to Rule 415 covering the resale of Registrable Securities held by the requesting Holder or Holders; provided that any such Registration Request which relates solely to the registration of Conversion Shares shall require the written request of a Holder or group of Holders owning at least 75% of the Registrable Securities (including all Registrable Securities underlying the Preferred Shares and the Warrants). Each Registration Request shall certify the following (i) the number of Registrable Securities held by the Holder making such Registration Request; and (ii) if less than all, the number of Registrable Securities of the requesting Holder to be covered by the Registration Statement. The requesting Holder shall give notice to the other Holders of its Registration Request at the same time as the requesting Holder delivers the request to the Company; and the other Holders shall have the right to include any or all of their Registrable Securities on such Registration Statement if it or they provide the Company with the necessary information regarding such Holder and the applicable Registrable Securities to be included in the Registration Statement within 10 Business Days of such request, subject to Section 2(c). Subject to the agreement of the Holders registering Registrable Securities, the Company shall also have the right to include any of its securities on such Registration Statement, subject to Section 2(c).

(ii) The Company shall use its best efforts to cause any Registration Statement filed in response to a request pursuant to Section 2(a)(i) to be declared effective under the Securities Act as soon as possible but, in any event, no later than the earlier of:

(A) 180 days after the Initial Filing Deadline, and

(B) the twentieth Business Day following the date on which the Company is notified by the Commission that the Registration Statement filed pursuant to Section 2(a)(i) will not be reviewed or is no longer subject to further review and comments (an "Initial Effectiveness Deadline"), and shall use its best efforts to keep the Registration Statement continuously effective under the Securities Act until the earliest of:

(i) the date when all Registrable Securities covered by the Registration Statement have been sold;

(ii) the date when all Registrable Securities have been sold pursuant to Rule 144;

(iii) the date when all Registrable Securities covered by the Registration Statement may be sold without restriction pursuant to Rule 144, as determined by counsel to the Company pursuant to a written opinion letter to such effect, upon receipt by the Holders of a notice from the Company stating that the Company will deliver certificates without restrictive legends upon surrender by the Holders of the existing certificates along with appropriate seller's and broker's representation letters;

(iv) the date two years after the date that the Registration Statement is declared effective by the Commission; or

(v) the date when all Registrable Securities cease to be outstanding (together, the "Effectiveness Period").

(b) Possible Subsequent Registration. If the Commission does not permit all of the Registrable Securities to be included in the Registration Statement initially filed pursuant to Section 2(a)(i) as a result of the Commission's application of Rule 415, then the Company shall prepare and file as soon as possible after the date on which the Commission indicates as being the first date or time that such filing may be made (which shall be the later of sixty (60) days following the sale of substantially all of the Registrable Securities included in such initial Registration Statement or six months following the Effective Date of such initial Registration Statement), but in any event by the 10th Business Day following such date or, in the event the Commission does not so indicate, no later than six months after the Effective Date of the Registration Statement filed pursuant to Section 2(a)(i) (an "Additional Filing Deadline" and, together with an Initial Filing Deadline, a "Filing Deadline"), an additional Registration Statement covering the resale of all Registrable Securities not already covered by an existing and effective Registration Statement for an offering to be made on a continuous or delayed basis pursuant to Rule 415. The Company shall use its best efforts to cause each such Registration Statement to be declared effective under the Securities Act as soon as possible but, in any event, no later than 90 days following the date on which the Company becomes aware that such Registration Statement is required to be filed under this Agreement (an "Additional Effectiveness Deadline" for such Registration Statement), and shall use its best efforts to keep such Registration Statement continuously effective under the Securities Act during the Effectiveness Period. To the extent the staff of the Commission does not permit all of the Registrable Securities that have not yet been covered on an effective Registration Statement (the "Unregistered Registrable Securities") to be registered on such additional Registration Statement, the Company shall file one or more additional Registration Statements successively trying to register on each such successive Registration Statement the maximum number of Unregistered Registrable Securities permitted by the Commission until all of the Registrable Securities have been registered with the Commission, subject to any subsequent Filing Deadline and subsequent Effectiveness Deadline and in accordance with the agreements of the Company contained in this Section 2(b). In the event that on the filing date of the applicable additional Registration Statement, the Company's financial statements would be "stale" (more than 135 days old), the Company shall have ten (10) days from the date that the applicable financial statements are filed with the Commission as part of a 10-K or 10-Q filing to file such additional Registration Statement.

(c) Allocation of Registrable Securities in Registration Statement. The initial number of Registrable Securities included in any Registration Statement and any increase in the number of Registrable Securities included therein shall be allocated pro rata among the Holders (based on the number of Registrable Securities held by each Holder), and any securities of the Company to be included in such Registration Statement at the time the Registration Statement covering such initial number of Registrable Securities or increase thereof is filed with the Commission. In the event that a Holder sells or otherwise transfers any of such Holder's Registrable Securities, each transferee shall be allocated a pro rata portion of the then remaining number of Registrable Securities included in such Registration Statement for such transferor. Any Registrable Securities included in a Registration Statement which remain allocated to any Person which ceases to hold any Registrable Securities covered by such Registration Statement shall be allocated to the remaining Holders, pro rata based on the number of Registrable Securities then held by such Holders which are covered by such Registration Statement.

(d) Holder Cooperation. Each Holder hereby agrees:

(i) to cooperate with the reasonable requests of Company in connection with the preparation and filing of any Registration Statement hereunder by providing the Company with information regarding such Holder which was requested by the Company in writing in order to effect the registration of such Holder's Registrable Securities, including if requested, a statement as to (i) the identity of the beneficial owner of the Registrable Securities, (ii) the number of Registrable Securities beneficially owned by such Holder and any Affiliate thereof and (iii) the intended method of distribution of such Registrable Securities included in such Registration Statement, unless such Holder has notified the Company in writing of such Holder's election to exclude all of such Holder's Registrable Securities from such Registration Statement; and

(ii) upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 4(h)(iii) such Holder will discontinue disposition of such Registrable Securities under the Registration Statement until such Holders' receipt of the copies of the supplemented Prospectus and/or amended Registration Statement or until it is advised in writing by the Company that the use of the applicable Prospectus may be resumed.

3. Piggyback Registration Rights.

(a) Right to Piggyback. If at any time, and from time to time, the Company proposes to file a registration statement under the Securities Act with respect to an offering of any class of equity or equity-linked securities of the Company (other than a registration statement (i) on Form S-4, Form S-8 or in each case any successor forms thereto, (ii) in respect of a dividend reinvestment or similar plan for shareholders of the Company or (iii) filed in connection with an offering made solely to existing shareholders or employees of the Company), whether or not for its own account, then the Company will give written notice (the "Piggyback Notice") of such proposed filing to the Holders at least 30 days before the anticipated filing date. Such notice will offer the Holders the opportunity to register such amount of Registrable Securities as each Holder may request on the same terms and conditions as the proposed registration that gave rise to the Piggyback Notice (a "Piggyback Registration"). The Company will include in each Piggyback Registration all Registrable Securities for which the Company has received written requests from Holders for inclusion within ten Business Days after delivery of the Piggyback Notice, subject to Section 3(b).

(b) Priority on Piggyback Registrations. If the Piggyback Registration is an Underwritten Offering, the Company will cause the managing underwriter of that proposed offering to permit the Holders that have requested Registrable Securities to be included in the Piggyback Registration to include all such Registrable Securities on the same terms and conditions as any similar securities, if any, of the Company or any other applicable selling securityholder. The right of any Holder to participate in any such Underwritten Offering shall be conditioned on such Holder's entering into an underwriting agreement in customary form with the underwriter or underwriters selected by the Company. Notwithstanding the foregoing, if the managing underwriter or underwriters of such Underwritten Offering advises the Company and the selling Holders in writing that, in its good faith determination, the total amount of securities that the Company and the Holders propose to include in such offering is such as to materially and adversely affect the success of such Underwritten Offering or that if the managing underwriter of an Underwritten Offering under this Section 3(b) advises the Company and such Holders in writing that the total number of shares requested to be included in such registration exceeds the number of shares of Common Stock which can be sold in such offering or that the success or pricing of the offering would be materially and adversely affected by the inclusion of all of the shares of Common Stock requested to be included, then:

(i) if such Piggyback Registration is a primary registration by the Company for its own account, the Company will include in such Piggyback Registration in the following order of priority: (A) first, the full amount of securities proposed to be offered by the Company; (B) second, up to the full amount of securities requested to be included in such Piggyback Registration by the Holders making such Piggyback Request, allocated pro rata among such Holders, on the basis of the amount of securities requested to be included therein by each such Holder; and (C) third, any other securities requested to be included in such registration so that the total amount of securities to be included in such Underwritten Offering is the full amount that, in the opinion of such managing underwriter, can be sold without materially and adversely affecting the success of such Underwritten Offering; and

(ii) if such Piggyback Registration is an underwritten secondary registration for the account of holders of securities of the Company, the Company will include in such registration, in the following order of priority: (A) first, the full amount of securities proposed to be included in the registration pursuant to arrangements entered into or proposed to be entered into among the Company and the holders of securities of the Company for whose account such underwritten secondary registration is being undertaken; (B) second, up to the full amount of securities requested to be included in such Piggyback Registration by the Holders making such Piggyback Request, allocated pro rata among such Holders, on the basis of the amount of securities requested to be included therein by each such Holder; and (C) third, any other securities requested to be included in such registration so that the total amount of securities to be included in such Underwritten Offering is the full amount that, in the written opinion of such managing underwriter, can be sold without materially and adversely affecting the success of such Underwritten Offering.

(iii) If so requested (pursuant to a timely written notice) by the managing underwriter in any Underwritten Offering, the Holders participating in such Underwritten Offering will agree not to effect any public sale or distribution (or any other type of sale, offer, disposition or other transaction as the managing underwriter determines is necessary in order to effect the Underwritten Offering) of any Common Stock or similar securities, including a sale pursuant to Rule 144 (but excluding any Registrable Securities included in such Underwritten Offering), during the 10 days prior to, and during (A) for an initial public offering of Common Shares or other similar securities of the Company, 180 days and (B) for a secondary offering of Common Shares or other similar securities of the Company, 90 days, in each case (or such additional period as the managing underwriter determines is necessary in order to effect the Underwritten Offering), following, the pricing date of such Underwritten Offering (or such longer period as may be required by the applicable underwriting agreement). In the event of such a request, the Company may impose, during such period, appropriate stop-transfer instructions with respect to the Common Stock or similar securities subject to such restrictions.

(c) Withdrawal of Piggyback Registration.

(i) If at any time after giving the Piggyback Notice and prior to the effective date of the Registration Statement filed in connection with the Piggyback Registration, the Company determines for any reason to delay or not to register the Piggyback Registration, the Company may, at its election, give written notice of its determination to all Holders, and (A) in the case of a determination not to register, will be relieved of its obligation to register any Registrable Securities in connection with the abandoned Piggyback Registration, without prejudice, and (B) in the case of a determination to delay the Piggyback Registration, will be permitted to delay the registration for the same period.

(ii) Any Holder of Registrable Securities requesting to be included in a Piggyback Registration may withdraw its request for inclusion by giving written notice to the Company of its intention to withdraw from that registration, provided, however, (A) the Holder's request must be made in writing, in the case of an Underwritten Offering, at least five Business Days prior to the anticipated effective date of the applicable Registration Statement, or if the registration is not an Underwritten Offering, at least five Business Days prior to the anticipated filing date of the applicable Registration Statement covering the Piggyback Registration, and (B) the withdrawal will be irrevocable and, after making the withdrawal, a Holder will no longer have any right to include its Registrable Securities in that Piggyback Registration.

(iii) The Company shall be deemed to have satisfied its obligations with respect to any Piggyback Registration to any Holder under this Section 3 notwithstanding an election to withdraw under this Section 3(c).

4. Registration Procedures.

In connection with the Company's registration obligations hereunder, the Company shall:

(a) Registration Statement Form. In the event that Form S-3 is not available for the registration of the resale of Registrable Securities covered by this Agreement, the Company shall (i) register the resale of the Registrable Securities on another appropriate form and (ii) undertake to register the Registrable Securities on Form S-3 as soon as such form is available, provided that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form S-3 covering the Registrable Securities has been declared effective by the Commission.

(b) Rule 424 Prospectus Filing. By 9:30 am, New York City time, on the Business Day following the applicable Effective Date and immediately following the preparation of a supplement to a Prospectus, the Company shall file with the Commission in accordance with Rule 424 under the Securities Act the applicable, final Prospectus to be used in connection with resales pursuant to such Registration Statement.

(c) Holder Review of Filings. Not less than ten Business Days prior to the proposed filing of a Registration Statement or any related Prospectus or any amendment or supplement thereto, the Company shall furnish to the Holders complete drafts of all such documents proposed to be filed, and shall use its best efforts to reflect in each such document such comments as the Holders shall propose. The Company shall not file a Registration Statement or any such Prospectus or any amendments or supplements thereto prior to correcting information in such documents regarding a Holder to which such Holder shall object in good faith. Each Registration Statement, as of the applicable Filing Date, the applicable Effective Date and each day thereafter during which such Registration Statement remains effective (including all amendments or supplements thereto, as of their respective filing and effective dates and each day thereafter), shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and the Prospectus contained in such Registration Statement, as of its filing date and each day thereafter during which such Registration Statement remains effective (including all amendments and supplements thereto, as of their respective filing dates and each day thereafter), shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Holder Requests for Inclusion of Information in Registration Statements & Prospectuses. If requested by a Holder, the Company shall (i) as soon as possible, incorporate in a prospectus supplement or post-effective amendment such information as a Holder requests to be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; (ii) as soon as possible, make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment, except that the Company shall not be obligated to make any filings with FINRA's Corporate Finance Department; and (iii) as soon as possible, supplement or make amendments to any Registration Statement if requested by a Holder holding any Registrable Securities.

(e) Requirement to File Amendments and Supplements; Securities Law Compliance. The Company shall (i) prepare and file with the Commission such amendments, including post-effective amendments, to each Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement continuously effective as to the applicable Registrable Securities for the Effectiveness Period and prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities if not otherwise covered by another Registration Statement; (ii) cause each Registration Statement and the related Prospectus to be amended or supplemented by any post-effective amendment and any required prospectus supplement or issuer "free writing prospectus" (as defined by Rule 405 promulgated by the Commission pursuant to the Securities Act) as soon as possible so that such Registration Statement and Prospectus do not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein, including upon the occurrence of any event contemplated by Section 4(h) or following a Grace Period contemplated by Section 4(g) that would require the filing of an amendment or supplement to any Registration Statement or Prospectus to the extent that such Registration Statement or Prospectus would not then contain a material misstatement or omission; (iii) respond as promptly as possible to any comments received from the Commission with respect to each Registration Statement or any amendment thereto and, as promptly as possible provide the Holders true and complete copies of all correspondence from and to the Commission relating to such Registration Statement that pertains to the Holders as selling shareholders but not any comments that would result in the disclosure to the Holders of material and non-public information concerning the Company; and (iv) comply in all material respects with the provisions of the Securities Act and the Exchange Act with respect to any Registration Statement filed with the Commission and the disposition of all Registrable Securities covered by each such Registration Statement.

(f) Avoidance of Stop Orders, etc. Use its best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment.

(g) Grace Periods. Notwithstanding anything to the contrary herein, at any time after the Effective Date of a Registration Statement, the Company may delay the disclosure of material, non-public information concerning the Company the disclosure of which at such time is not, in the good faith opinion of the board of directors of the Company, in the best interest of the Company and, in the opinion of counsel to the Company, otherwise required to be disclosed pursuant to the Securities Act or the Exchange Act for a period of time not to exceed an aggregate of 60 days in any 12 month period (any such period, a "Grace Period"); provided, that the Company shall promptly (i) notify the Holders in writing of the existence of material, non-public information giving rise to a Grace Period, provided that in each notice the Company will not disclose the content of such material, non-public information to the Holders and the date on which the Grace Period will begin, and (ii) notify the Holders in writing of the date on which the Grace Period ends. For purposes of determining the length of a Grace Period above, the Grace Period shall begin on and include the date the Holders receive the notice referred to in clause (i) and shall end on and include the later of the date the Holders receive the notice referred to in clause (ii) and the date referred to in such notice.

(h) Notices to Holders. Notify the Holders as promptly as possible of the following:

(i) (A) when a Registration Statement, Prospectus, any Prospectus supplement or post-effective amendment to a Registration Statement is proposed to be filed; (B) when the Commission notifies the Company whether there will be a review of such Registration Statement by the staff of the Commission and whenever the Commission comments in writing on such Registration Statement, the Company shall provide true and complete copies thereof and all written responses thereto to each of the Holders that pertain to the Holders as selling shareholders or to the Plan of Distribution section of the Prospectus, but not information which the Company believes would constitute material and non-public information; and (C) with respect to each Registration Statement or any post-effective amendment, when the same has become effective;

(ii) of any request by the Commission or any other Federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information that pertains to the Holders as selling shareholders or the Plan of Distribution section of the Prospectus; and

(iii) (A) of the issuance by the Commission of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose, including pursuant to Section 8A of the Securities Act; (B) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; or (C) of the occurrence of any event or passage of time (including due to the existence of a Grace Period) that makes (I) the financial statements included in a Registration Statement ineligible for inclusion therein or stale under Regulation S-X or (II) the Registration Statement, as of the applicable Filing Date, the applicable Effective Date and each day thereafter during which such Registration Statement remains effective (including all amendments or supplements thereto, as of their respective filing and effective dates and each day thereafter), contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and the Prospectus contained in such Registration Statement, as of its filing date and each day thereafter during which such Registration Statement remains effective (including all amendments and supplements thereto, as of their respective filing dates and each day thereafter), contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(i) Delivery of Copies to Holders.

(i) Furnish to each Holder, without charge, at least one conformed copy of each Registration Statement and each amendment thereto and all exhibits to the extent requested by such Person (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the Commission; provided, that the Company shall have no obligation to provide any document pursuant to this clause that is available on the EDGAR system.

(ii) Promptly deliver to each Holder, without charge, as many copies of each Prospectus or Prospectuses (including each form of prospectus) and each amendment or supplement thereto as such Persons may request. The Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto.

(j) Blue Sky. Prior to any public offering of Registrable Securities, use its best efforts to register or qualify or cooperate with the selling Holders in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities, Blue Sky or other laws of such jurisdictions or governmental authorities or agencies within or outside the United States as any Holder may in writing request, and to keep each such registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Registrable Securities covered by the Registration Statements; provided, that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or subject the Company to any material tax or other material expense in any such jurisdiction where it is not then so subject.

(k) Certificates. Cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to the Registration Statements, which certificates shall be free of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holders may request.

(l) Notices to Transfer Agent, Etc. Within ten Business Days after a Registration Statement which covers Registrable Securities is declared effective by the Commission, or the Registrable Securities of such Holder are otherwise freely transferable pursuant to Rule 144, the Company shall deliver to the transfer agent for such Registrable Securities confirmation. The Company shall cause its transfer agent to deliver unlegended shares of Common Stock or Registrable Securities, as the case may be, to a transferee of a Holder in connection with any sale of Registrable Securities with respect to which a Holder has entered into a contract for sale and the Company has delivered the confirmation.

(m) Exchange Act Filings. The Company shall timely file with the Commission (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company pursuant to Section 13(a) or 15(d) of the Exchange Act. The Company will take such further action as any Holder may request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act.

5. Registration Expenses.

All fees and expenses incident to the Company's performance of its obligations under this Agreement (excluding any underwriting discounts selling commissions and share transfer taxes) shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation and whether or not this Agreement is terminated, (i) all registration and filing fees (including, without limitation, fees and expenses with respect to (A) applications and filings required to be made with the trading market, if any, on which the Common Stock is then listed for trading, and (B) compliance with applicable state or non-U.S. securities or Blue Sky laws), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is requested by any of the Holders included in the Registration Statement), (iii) messenger, telephone and delivery expenses of the Company, (iv) fees and disbursements of counsel for the Company, and (v) fees and expenses of all other Persons or firms retained by the Company in connection with the consummation of the transactions contemplated by this Agreement.

6. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless each Holder, the officers, directors, managers, partners, members, shareholders, agents, brokers, investment advisors and employees of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, agents and employees of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses (collectively, "Losses"), as incurred, arising out of or relating to (i) any violation of securities laws or untrue or alleged untrue statement of a material fact contained in the Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that such untrue statements or omissions are based solely upon information regarding such Holder or such other Indemnified Party furnished in writing to the Company by such Holder expressly for use therein, or (ii) such Holder's enforcement of the indemnification rights provided for in this Section 5(a). The Company shall notify the Holders promptly of the institution, threat or assertion of any Proceeding of which the Company is aware in connection with the transactions contemplated by this Agreement.

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents and employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses (as determined by a court of competent jurisdiction in a final judgment not subject to appeal or review or a judgment not appealed in the requisite time period), as incurred, arising solely out of or based solely upon any untrue statement of a material fact contained in the Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto, or arising solely out of or based solely upon any omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, to the extent, but only to the extent, that such untrue statement or omission is contained in any information so furnished in writing by such Holder to the Company specifically for inclusion in the Registration Statement or such Prospectus. Notwithstanding anything to the contrary contained herein, each Holder shall be liable under this Section 5(b) for only that amount as does not exceed the net proceeds to such Holder as a result of the sale of Registrable Securities pursuant to such Registration Statement.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "Indemnified Party"), such Indemnified Party promptly shall notify the Person from whom indemnity is sought (the "Indemnifying Party") in writing, and the Indemnifying Party shall be entitled to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; provided, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have proximately and materially adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; or (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such parties shall have been advised by counsel that a conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and such counsel shall be at the expense of the Indemnifying Party). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld or delayed. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened Proceeding in respect of which any Indemnified Party is a party and indemnity has been sought hereunder, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

All fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten Business Days of written notice thereof to the Indemnifying Party (regardless of whether it is ultimately determined that an Indemnified Party is not entitled to indemnification hereunder; provided, that the Indemnified Party shall reimburse all such fees and expenses to the extent it is finally judicially determined that such Indemnified Party is not entitled to indemnification hereunder).

(d) Contribution. If a claim for indemnification under Section 6(a) or (b) is unavailable to an Indemnified Party (by reason of public policy or otherwise), then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and the Indemnified Party on the other hand in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in Section 6(c), any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section 6 was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 6(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 6(d), no Holder shall be required to contribute, in the aggregate, any amount in excess of the amount by which the proceeds actually received by such Holder from the sale of the Registrable Securities subject to the Proceeding exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to indemnification or contribution from any person who was not guilty of such fraudulent misrepresentation.

The indemnity and contribution agreements contained in this Section 6 are in addition to any other liability that the Indemnifying Parties may have to the Indemnified Parties.

7. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder of any of their obligations under this Agreement, the nonbreaching parties, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of their rights under this Agreement. The Company and each Holder agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

(b) No Inconsistent Agreements. Neither the Company nor any of its subsidiaries has, as of the date hereof entered into and currently in effect, nor shall the Company or any of its subsidiaries, on or after the date of this Agreement, enter into any agreement with respect to its securities that is inconsistent with the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. Except as disclosed in the Schedules to the Purchase Agreement, neither the Company nor any of its subsidiaries has previously entered into any agreement currently in effect granting any registration rights with respect to any of its securities to any Person. Without limiting the generality of the foregoing, without the written consent of the Holders of a majority of the then-outstanding Series B Preferred Stock, the Company shall not grant to any Person the right to request the Company to register any securities of the Company under the Securities Act unless the rights so granted are subject in all respects to the prior rights in full of the Holders set forth herein, and are not otherwise in conflict with the provisions of this Agreement.

(c) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and the Holders of 75% of the Registrable Securities outstanding (including all Registrable Securities underlying the Preferred Shares and the Warrants); provided, that this Agreement may not be amended, and no provision hereof may be waived, in each case, in any way which would adversely affect the rights of any Holder in a manner disproportionate to any adverse effect such amendment or waiver would have on the rights of the other Holders, without also the written consent of the such Holder.

(d) Notices. Any notice, demand, request, waiver or other communication required or permitted to be given hereunder shall be in writing and shall be effective (a) upon hand delivery, telecopy or facsimile at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Company:	OptimizeRx Corporation 407 Sixth Street Rochester, MI 48307 Attention: H. David Lester Phone: (248) 651-6558 Fax: (248) 651-6748
with copies (which shall not constitute notice) to:	Cane Clark, LLP 3273 E. Warm Springs Rd. Las Vegas, NV 89120 Attention: Scott Doney, Esq. Phone: (702) 312-6255 Fax: (702) 944-7100
If to Vicis:	Vicis Capital Master Fund 445 Park Avenue, Suite 1901 New York, New York 10022 Attention: Shad Stastney Tel No.: (212) 909-4600 Fax No.: (212) 909-4601
with copies (which shall not constitute notice) to:	Quarles & Brady LLP 411 East Wisconsin Avenue, Suite 2040 Milwaukee, Wisconsin 53202 Attention: Hoyt R. Stastney Tel No.: (414) 277-5143 Fax No.: (414) 978-8968

Any party hereto may from time to time change its address for notices by giving at least ten days written notice of such changed address to the other party hereto.

(e) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns and shall inure to the benefit of each Holder and its successors and assigns. The Company may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of each Holder. Vicis may assign its rights hereunder in the manner and to the Persons as permitted under the September Purchase Agreement.

(f) Assignment of Registration Rights. The rights of each Holder hereunder, including the right to have the Company register for resale Registrable Securities in accordance with the terms of this Agreement, shall be automatically assignable by each Holder to any Person that is a transferee or assignee of all or a portion of the Preferred Shares, the Warrants or the Registrable Securities if: (i) the Holder agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company within a reasonable time after such assignment, (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (a) the name and address of such transferee or assignee, and (b) the securities with respect to which such registration rights are being transferred or assigned, (iii) following such transfer or assignment the further disposition of such securities by the transferee or assignees is restricted under the Securities Act and applicable state securities laws, (iv) at or before the time the Company receives the written notice contemplated by clause (ii) of this Section, the transferee or assignee agrees in writing with the Company to be bound by all of the provisions of this Agreement, and (v) such transfer shall have been made in accordance with the applicable requirements of the September Purchase Agreement. The rights to assignment shall apply to the Holders' (and to subsequent) successors and assigns.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties hereto, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

(h) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any of the conflicts of law principles which would result in the application of the substantive law of another jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted. The Company and the Holders agree that venue for any dispute arising under this Agreement will lie exclusively in the state or federal courts located in the state of New York, and the parties irrevocably waive any right to raise *forum non conveniens* or any other argument that New York is not the proper venue. The Company and the Holders irrevocably consent to personal jurisdiction in the state and federal courts of the state of New York. The Company and the Holders consent to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing in this Section 7(k) shall affect or limit any right to serve process in any other manner permitted by law. The Company and the Holders hereby agree that the prevailing party in any suit, action or proceeding arising out of or relating to this Agreement shall be entitled to reimbursement for reasonable legal fees from the non-prevailing party. The Company agrees to pay all costs and expenses of enforcement of the Series B Purchase Agreement and September Purchase Agreement, and all agreements, documents and instruments executed and/or delivered in connection therewith, including, without limitation, reasonable attorneys' fees and expenses. The parties hereby waive all rights to a trial by jury.

(i) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

(j) Severability. If any term, provision, covenant or restriction of this Agreement is held to be invalid, illegal, void or unenforceable in any respect, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(k) Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

(l) Shares Held by the Company and its Affiliates. Whenever the consent or approval of Holders of a specified percentage of Registrable Securities is required hereunder, Registrable Securities held by the Company or its Affiliates (other than any Holder or transferees or successors or assigns thereof if such Holder is deemed to be an Affiliate solely by reason of its holdings of such Registrable Securities and/or because of any right of such Holder to elect, designate or appoint a member or members to the Company's board of directors) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

(m) Amendment and Restatement of Prior Agreement. This Agreement amends and restates in its entirety the Prior Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Registration Rights Agreement to be duly executed by their respective authorized persons as of the date first indicated above.

OPTIMIZERx CORPORATION
By: /s/ H. David Lester
Name: H. David Lester
Title: Chief Executive Officer

HOLDERS:

VICIS CAPITAL MASTER FUND,
a sub-trust of Vicis Capital Series Master Trust
By: Vicis Capital, LLC, its investment advisor
By: /s/ Keith W. Hughes
Name: Keith W. Hughes
Title: CFO

THIRD AMENDED AND RESTATED SECURITY AGREEMENT

THIS THIRD AMENDED AND RESTATED SECURITY AGREEMENT (this "Security Agreement") is made as of September 16, 2011 by and among OptimizeRx Corporation, a Nevada corporation ("Debtor"), and Vicis Capital Master Fund ("Vicis"), a sub-trust of Vicis Capital Series Master Trust, a unit trust organized and existing under the laws of the Cayman Islands, and amends and restates the 2010 Security Agreement (as defined below).

R E C I T A L S

WHEREAS, Debtor, Physicians Interactive, Inc., a Delaware corporation ("PI") and Vicis are parties to that certain Second Amended and Restated Security Agreement dated as of October 5, 2010 between Debtor, PI and Vicis (the "2010 Security Agreement").

WHEREAS, pursuant to a Securities Purchase Agreement dated as of September 8, 2008, by and between Vicis and Debtor (the "Series A Purchase Agreement"), Debtor has issued shares of Debtor's Series A Convertible Preferred Stock, par value $.001 per share (the "Series A Preferred Shares"), to Vicis.

WHEREAS, pursuant to a Securities Purchase Agreement dated as of June 4, 2010, by and between Debtor and Vicis (the "2010 Purchase Agreement"), Debtor has issued shares of Debtor's Series B Convertible Preferred Stock, par value $.001 per share (the "2010 Preferred Shares"), to Vicis.

WHEREAS, pursuant to a Securities Purchase Agreement dated October 5, 2010, by and between Debtor and PI (the "PI Purchase Agreement"), Debtor agreed to sell and issue to PI, among other securities, a Secured Promissory Note in the principal amount of $1,000,000 (the "Note").

WHEREAS, the obligations of Debtor (i) to Vicis under the Series A Preferred Shares, the Series A Purchase Agreement and the other Transaction Documents (as defined in the Series A Purchase Agreement), (ii) to Vicis under the 2010 Preferred Shares, the 2010 Purchase Agreement and the other Transaction Documents (as defined in the 2010 Purchase Agreement, and (iii) to PI under the Note, the PI Purchase Agreement and the other Transactional Documents (as defined in the PI Purchase Agreement) were secured by the 2010 Security Agreement.

WHEREAS, pursuant to a Termination Agreement and Release dated September 16, 2011, by and among the Debtor, OptimizeRx Corporation, a Michigan corporation, Vicis, Physicians Interactive Holdings, LLC, a Delaware limited liability company, and PI, the Debtor's obligations to PI under the Note, the PI Purchase Agreement and the other Transaction Documents (as defined in the PI Purchase Agreement) have been terminated, and PI has released its security interest in the security and collateral securing such obligations, including without limitation, the collateral described in the 2010 Security Agreement.

WHEREAS, pursuant to a Securities Purchase Agreement of even date herewith, by and between Debtor and Vicis (as amended or modified from time to time, the "2011 Purchase Agreement, and collectively with the Series A Purchase Agreement and the 2010 Purchase Agreement, the "Purchase Agreements"), Debtor has issued shares and may issue additional shares of Debtor's Series B Convertible Preferred Stock (the "2011 Preferred Shares", and collectively with the Series A Preferred Shares and the 2010 Preferred Shares, the "Preferred Shares") to Vicis.

WHEREAS, it is a material inducement to Vicis's execution of the 2011 Purchase Agreement and purchase of the 2011 Preferred Shares that the Debtor and execute and deliver to Vicis this Security Agreement.

WHEREAS, this Security Agreement is the Security Agreement referred to in the Purchase Agreements.

NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees with Vicis as follows:

ARTICLE I
DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the 2011 Purchase Agreement. Capitalized terms not otherwise defined herein and defined in the UCC shall have, unless the context otherwise requires, the meanings set forth in the UCC as in effect on the date hereof (except that the term "document" shall only have the meaning set forth in the UCC for purposes of clause (d) of the definition of Collateral), the recitals and as follows:

1.1 Accounts. "Accounts" shall mean all accounts, including without limitation all rights to payment for goods sold or services rendered that are not evidenced by instruments or chattel paper, whether or not earned by performance, and any associated rights thereto.

1.2 Collateral. "Collateral" shall mean all personal properties and assets of Debtor, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired or arising, including without limitation:

(a) all Inventory and documents relating to Inventory;

(b) all Accounts and documents relating to Accounts;

(c) all equipment, fixtures and other goods, including without limitation machinery, furniture, vehicles and trade fixtures;

(d) all general intangibles (including without limitation payment intangibles, software, customer lists, sales records and other business records, contract rights, causes of action, and licenses, permits, franchises, patents, copyrights, trademarks, and goodwill of the business in which the trademark is used, trade names, or rights to any of the foregoing), promissory notes, contract rights, chattel paper, documents, letter-of-credit rights and instruments;

(e) all motor vehicles;

(f) (i) all deposit accounts and (ii) all cash and cash equivalents deposited with or delivered to Vicis from time to time and pledged as additional security for the Obligations;

(g) all investment property;

(h) all commercial tort claims; and

(i) all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, and all supporting obligations, proceeds and products of, any and all of the foregoing assets described in Sections (a) through (h), inclusive, above.

1.3 Event of Default. "Event of Default" shall have the meaning specified in the 2011 Purchase Agreement.

1.4 Inventory. "Inventory" shall mean all inventory, including without limitation all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials used or consumed in Debtor's business, including, without limitation, goods in transit, wheresoever located, whether now owned or hereafter acquired by Debtor, and shall include such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by Debtor.

1.5 Obligations. "Obligations" shall mean (a) Debtor's obligation to pay dividends on, and redeem at the Maturity Date, the Preferred Shares as required by the terms thereof; (b) all obligations of the Debtor associated with any renewal, extension, refinancing, or amendment to the terms of the Preferred Shares; and (c) all other debts, liabilities, obligations, covenants and agreements of Debtor contained in the Transaction Documents.

1.6 Person. "Person" shall mean and include an individual, partnership, corporation, trust, unincorporated association and any unit, department or agency of government.

1.7 Security Agreement. "Security Agreement" shall mean this Third Amended and Restated Security Agreement, together with the schedules attached hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

1.8 Security Interest. "Security Interest" shall mean the security interest of Vicis in the Collateral granted by Debtor pursuant to this Security Agreement.

1.9 Transaction Documents. "Transaction Documents" shall mean, as applicable, (i) the Transaction Documents (as that term is defined in the Series A Purchase Agreement), (ii) the Transaction Documents (as that term is defined in the 2010 Purchase Agreement), and (iii) the Transaction Documents (as that term is defined in the 2011 Purchase Agreement).

1.10 UCC. "UCC" shall mean the Uniform Commercial Code as adopted in the State of Nevada and in effect from time to time.

ARTICLE II
THE SECURITY INTEREST; REPRESENTATIONS AND WARRANTIES

2.1 The Security Interest. To secure the full and complete payment and performance when due (whether at maturity, by acceleration, or otherwise) of each of the Obligations, Debtor hereby grants to Vicis, its successors and assigns, a security interest in all of Debtor's right, title and interest in and to the Collateral.

2.2 Representations and Warranties. Debtor hereby represents and warrants to Vicis that:

(a) The records of Debtor with respect to the Collateral are presently located only at the address(es) listed on Schedule 1 attached to this Security Agreement.

(b) The Collateral is presently located only at the location(s) listed on Schedule 1 attached to this Security Agreement.

(c) The chief executive office and chief place(s) of business of Debtor are presently located at the address(es) listed on Schedule 1 to this Security Agreement.

(d) Debtor is a Nevada corporation and its exact legal name is set forth in the definition of "Debtor" in the introductory paragraph of this Security Agreement. The organization identification number of Debtor is listed on Schedule 1 to this Security Agreement.

(e) All of Debtor's present patents and trademarks, if any, including those which have been registered with, or for which an application for registration has been filed in, the United States Patent and Trademark Office are listed on Schedule 2 attached to this Security Agreement. All of Debtor's present copyrights registered with, or for which an application for registration has been filed in, the United States Copyright Office or any similar office or agency of any state or any other country are listed on Schedule 2 attached to this Security Agreement.

(f) Debtor has good title to, or valid leasehold interest in, all of the Collateral and there are no Liens on any of the Collateral except Permitted Liens.

2.3 Authorization to File Financing Statements. Debtor hereby irrevocably authorizes Vicis at any time and from time to time to file in any UCC jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such other jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by Part 5 of Article 9 of the UCC for the sufficiency of filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any state or federal organization identification number issued to Debtor. Debtor agrees to furnish any such information to Vicis promptly upon request. Debtor also ratifies its authorization for Vicis to have filed in any UCC jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

ARTICLE III
AGREEMENTS OF DEBTOR

From and after the date of this Security Agreement, and until all of the Obligations are paid in full, Debtor shall:

3.1 Sale of Collateral. Not sell, lease, transfer or otherwise dispose of Collateral or any interest therein, except as provided for in the Purchase Agreements and for sales of Inventory in the ordinary course of business.

3.2 Maintenance of Security Interest.

(a) At the expense of Debtor, defend the Security Interest against any and all claims of any Person adverse to Vicis and take such action and execute such financing statements and other documents as Vicis may from time to time request to maintain the perfected status of the Security Interest. Debtor shall not further encumber or grant a security interest in any of the Collateral except as provided for in the Purchase Agreements.

(b) Take any other action requested by Vicis to ensure the attachment, perfection and first priority of, and the ability of Vicis to enforce its security interest in any and all of the Collateral including, without limitation, (i) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC, to the extent, if any, that Debtor's signature thereon is required therefor, (ii) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Vicis to enforce, its security interest in such Collateral, (iii) taking all actions required by any earlier versions of the UCC (to the extent applicable) or by other law, as applicable in any relevant UCC jurisdiction, or by other law as applicable in any foreign jurisdiction, and (iv) obtaining waivers from landlords where any of the tangible Collateral is located in form and substance satisfactory to Vicis.

3.3 Locations. Give Vicis at least 30 days prior written notice of Debtor's intention to relocate the tangible Collateral (other than Inventory in transit) or any of the records relating to the Collateral from the locations listed on Schedule 1 attached to this Security Agreement, in which event Schedule 1 shall be deemed amended to include the new location. Any additional filings or refilings requested by Vicis as a result of any such relocation in order to maintain the Security Interest in the Collateral shall be at Debtor's expense.

3.4 Insurance. Keep the Collateral consisting of tangible personal property insured against loss or damage to the Collateral under a policy or policies covering such risks as are ordinarily insured against by similar businesses, but in any event including fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage and vandalism and malicious mischief endorsements, limited only as may be provided in the standard form of such endorsements at the time in use in the applicable state. Such insurance shall be for amounts not less than the actual replacement cost of the Collateral. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by Vicis. Debtor will obtain lender's loss payable endorsements on applicable insurance policies in favor of Vicis and will provide certificates of such insurance to Vicis. Debtor shall cause each insurer to agree, by endorsement on the policy or policies or certificates of insurance issued by it or by independent instrument furnished to Vicis, that such insurer will give 30 days prior written notice to Vicis before such policy will be altered or canceled. No settlement of any insurance claim shall be made without Vicis's prior written consent. In the event of any insured loss, Debtor shall promptly notify Vicis thereof in writing, and Debtor hereby authorizes and directs any insurer concerned to make payment of such loss directly to Vicis as its interest may appear. Vicis is authorized, in the name and on behalf of Debtor, to make proof of loss and to adjust, compromise and collect, in such manner and amounts as it shall determine, all claims under all policies; and Debtor agrees to sign, on demand of Vicis, all receipts, vouchers, releases and other instruments which may be necessary or desirable in aid of this authorization. The proceeds of any insurance from loss, theft, or damage to the Collateral shall be held in a segregated account established by Vicis and disbursed and applied at the discretion of Vicis, either in reduction of the Obligations or applied toward the repair, restoration or replacement of the Collateral.

3.5 Name; Legal Status. (a) Without providing at least 30 days prior written notice to Vicis, Debtor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if Debtor does not have an organizational identification number and later obtains one, Debtor shall forthwith notify Vicis of such organizational identification number, and (c) Debtor will not change its type of organization or jurisdiction of organization.

ARTICLE IV
RIGHTS AND REMEDIES

4.1 Right to Cure. In case of failure by Debtor to procure or maintain insurance, or to pay any fees, assessments, charges or taxes arising with respect to the Collateral, Vicis shall have the right, but shall not be obligated, to effect such insurance or pay such fees, assessments, charges or taxes, as the case may be, and, in that event, the cost thereof shall be payable by Debtor to Vicis immediately upon demand, together with interest at an annual rate equal to 10% from the date of disbursement by Vicis to the date of payment by Debtor.

4.2 Rights of Parties. Upon the occurrence and during the continuance of an Event of Default, in addition to all the rights and remedies provided in the Transaction Documents or in Article 9 of the UCC and any other applicable law, Vicis may (but is under no obligation so to do):

(a) require Debtor to assemble the Collateral at a place designated by Vicis, which is reasonably convenient to the parties; and

(b) take physical possession of Inventory and other tangible Collateral and of Debtor's records pertaining to all Collateral that are necessary to properly administer and control the Collateral or the handling and collection of Collateral, and sell, lease or otherwise dispose of the Collateral in whole or in part, at public or private sale, on or off the premises of Debtor; and

(c) collect any and all money due or to become due and enforce in Debtor's name all rights with respect to the Collateral; and

(d) settle, adjust or compromise any dispute with respect to any Account; and

(e) receive and open mail addressed to Debtor; and

(f) on behalf of Debtor, endorse checks, notes, drafts, money orders, instruments or other evidences of payment.

4.3 Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, Debtor does hereby constitute and appoint Vicis as Debtor's true and lawful attorney with full power of substitution for Debtor in Debtor's name, place and stead for the purposes of performing any obligation of Debtor under this Security Agreement and taking any action and executing any instrument which Vicis may deem necessary or advisable to perform any obligation of Debtor under this Security Agreement, which appointment is irrevocable and coupled with an interest, and shall not terminate until the Obligations are paid in full.

4.4 Right to Collect Accounts. Upon the occurrence and during the continuance of an Event of Default and without limiting Debtor's obligations under the Transaction Documents: (a) Debtor authorizes Vicis to notify any and all debtors on the Accounts to make payment directly to Vicis (or to such place as Vicis may direct); (b) Debtor agrees, on written notice from Vicis, to deliver to Vicis promptly upon receipt thereof, in the form in which received (together with all necessary endorsements), all payments received by Debtor on account of any Account; (c) Vicis may, at its option, apply all such payments against the Obligations or remit all or part of such payments to Debtor; and (d) Vicis may take any actions in accordance with Section 4.7 of this Agreement.

4.5 Reasonable Notice. Written notice, when required by law, sent in accordance with the provisions of Section 5.7 and given at least ten business days (counting the day of sending) before the date of a proposed disposition of the Collateral shall be reasonable notice.

4.6 Limitation on Duties Regarding Collateral. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the sole duty of Vicis with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Vicis deals with similar property for its own account. Neither Vicis nor any of its directors, officers, employees or agents, shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Debtor or otherwise.

4.7 Lock Box; Collateral Account. This Section 4.7 shall be effective only upon the occurrence and during the continuance of an Event of Default. If Vicis so requests in writing, Debtor will direct each of its debtors on the Accounts to make payments due under the relevant Account or chattel paper directly to a special lock box to be under the control of Vicis. Debtor hereby authorizes and directs Vicis to deposit into a special collateral account to be established and maintained by Vicis all checks, drafts and cash payments received in said lock box. All deposits in said collateral account shall constitute proceeds of Collateral and shall not constitute payment of any Obligation until so applied. At its option, Vicis may, at any time, apply finally collected funds on deposit in said collateral account to the payment of the Obligations, in the order of application selected in the sole discretion of Vicis, or permit Debtor to withdraw all or any part of the balance on deposit in said collateral account. If a collateral account is so established, Debtor agrees that it will promptly deliver to Vicis, for deposit into said collateral account, all payments on Accounts and chattel paper received by it. All such payments shall be delivered to Vicis in the form received (except for Debtor's endorsement where necessary). Until so deposited, all payments on Accounts and chattel paper received by Debtor shall be held in trust by Debtor for and as the property of Vicis and shall not be commingled with any funds or property of Debtor.

4.8 Application of Proceeds. Vicis shall apply the proceeds resulting from any sale or disposition of the Collateral in the following order:

(a) to the reasonable costs of any sale or other disposition;

(b) to the reasonable expenses incurred by Vicis in connection with any sale or other disposition, including attorneys' fees;

(c) to the payment to Vicis of the Obligations then due and owing in any order selected by Vicis; and

(d) to Debtor.

4.9 Other Remedies. No remedy herein conferred upon Vicis is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Security Agreement and the Transaction Documents now or hereafter existing at law or in equity or by statute or otherwise. No failure or delay on the part of Vicis in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude other or further exercise thereof or the exercise of any other right or remedy.

ARTICLE V
MISCELLANEOUS

5.1 Expenses and Attorneys' Fees. Debtor shall pay all fees and expenses incurred by Vicis, including the fees of counsel including in-house counsel, in connection with the protection, administration and enforcement of the rights of Vicis under this Security Agreement or with respect to the Collateral, including without limitation the protection and enforcement of such rights in any bankruptcy.

5.2 Setoff. Debtor agrees that Vicis shall have all rights of setoff and bankers' lien provided by applicable law.

5.3 Assignability; Successors. Debtor's rights and liabilities under this Security Agreement are not assignable or delegable, in whole or in part, without the prior written consent of Vicis. The provisions of this Security Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

5.4 Survival. All agreements, representations and warranties made in this Security Agreement or in any document delivered pursuant to this Security Agreement shall survive the execution and delivery of this Security Agreement, and the delivery of any such document.

5.5 Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York applicable to contracts made and wholly performed within such state.

5.6 Counterparts; Headings. This Security Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The article and section headings in this Security Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

5.7 Notices. All communications or notices required or permitted by this Security Agreement shall be given to Debtor in accordance with Section 12.6 of the 2011 Purchase Agreement.

5.8 Amendment; No Waiver; Cumulative Remedies. No amendment of this Security Agreement shall be effective unless in writing and signed by Debtor and Vicis. Vicis shall not by any act (except by a written instrument signed by Vicis), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Vicis, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Vicis of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Vicis would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

5.9 Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Security Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

5.10 WAIVER OF RIGHT TO JURY TRIAL. VICIS AND DEBTOR ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS SECURITY AGREEMENT WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, THE PARTIES AGREE THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

5.11 Submission to Jurisdiction. As a material inducement to Vicis to execute the 2011 Purchase Agreement and purchase the 2011 Preferred Shares:

(a) DEBTOR AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY MANNER RELATING TO OR ARISING OUT OF THIS SECURITY AGREEMENT MAY BE BROUGHT ONLY IN COURTS OF THE STATE OF NEW YORK OR THE FEDERAL COURTS LOCATED IN NEW YORK AND DEBTOR CONSENTS TO THE JURISDICTION OF SUCH COURTS. DEBTOR WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH COURT AND ANY RIGHT IT MAY HAVE NOW OR HEREAFTER HAVE TO CLAIM THAT ANY SUCH ACTION OR PROCEEDING IS IN AN INCONVENIENT COURT; AND

(b) Debtor consents to the service of process in any such action or proceeding by certified mail sent to Debtor at the address specified in Section 12.6 of the 2011 Purchase Agreement.

5.12 Effect of Amendment and Restatement. This Security Agreement amends and restates the 2010 Security Agreement and shall not be construed to be a substitution or novation of the 2010 Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Third Amended and Restated Security Agreement has been executed as of the day and year first above written.

OPTIMIZERX CORPORATION

By: /s/ H. David Lester

Name: H. David Lester

Title: CEO

VICIS CAPITAL MASTER FUND

By: Vicis Capital LLC

By: /s/ Keith W. Hughes

Name: Keith W. Hughes

Title: CFO

SCHEDULE 1 TO THIRD AMENDED AND RESTATED SECURITY AGREEMENT

Locations of Collateral

Organizational ID:

Address of Debtor’s records of Collateral and chief executive office:

Collateral Locations:

SCHEDULE 2 TO THIRD AMENDED AND RESTATED SECURITY AGREEMENT

Intellectual Property

Patents

Trademarks

Copyrights

THIRD AMENDED AND RESTATED GUARANTOR SECURITY AGREEMENT

THIS THIRD AMENDED AND RESTATED GUARANTOR SECURITY AGREEMENT (this "Security Agreement") is dated as of September 16, 2011, by and among OptimizeRx Corporation, a Michigan corporation ("Debtor") and Vicis Capital Master Fund ("Vicis"), a sub-trust of Vicis Capital Series Master Trust, a unit trust organized and existing under the laws of the Cayman Islands, and amends and restates the 2010 Security Agreement (as defined below).

R E C I T A L S

WHEREAS, Debtor is a wholly owned subsidiary of OptimizeRx Corporation, a Nevada corporation ("Issuer").

WHEREAS, Debtor, Physicians Interactive Inc., a Delaware corporation ("PI") and Vicis are parties to that certain Second Amended and Restated Guarantor Security Agreement dated as of October 5, 2010 between Debtor, PI and Vicis (the "2010 Security Agreement").

WHEREAS, pursuant to a Securities Purchase Agreement dated as of September 8, 2008, by and between Issuer and Vicis (the "Series A Purchase Agreement"), Issuer has issued shares of the Issuer's Series A Convertible Preferred Stock, par value $.001 per share (the "Series A Preferred Shares"), to Vicis.

WHEREAS, pursuant to a Securities Purchase Agreement dated as of June 4, 2010, by and between Issuer and Vicis (the "2010 Purchase Agreement"), Issuer has issued shares of Issuer's Series B Convertible Preferred Stock, par value $.001 per share (the "2010 Preferred Shares"), to Vicis.

WHEREAS, pursuant to a Securities Purchase Agreement dated October 5, 2010, by and between Issuer and PI (the "PI Purchase Agreement"), Issuer agreed to sell and issue to PI, among other securities, a Secured Promissory Note in the principal amount of $1,000,000 (the "Note").

WHEREAS, Debtor previously executed and delivered the 2010 Security Agreement to secure its obligations, covenants and agreements contained in (i) the Guaranty Agreement, dated as of September 8, 2008, by and between Debtor and Vicis (the "Series A Guaranty"), pursuant to which Debtor guaranteed the obligations of the Issuer under the Series A Preferred Shares, the Series A Purchase Agreement and the other Transaction Documents (as defined in the Series A Purchase Agreement), (ii) the Guaranty Agreement, dated as of June 4, 2010, by and between Debtor and Vicis (the "2010 Guaranty"), pursuant to which Debtor guaranteed the obligations of the Issuer under the 2010 Preferred Shares, the 2010 Purchase Agreement and the other Transaction Documents (as defined in the 2010 Purchase Agreement), and (iii) the Guaranty Agreement, dated October 5, 2010, by and between Debtor and PI (the "Note Guaranty"), pursuant to which Debtor guaranteed the obligations of the Issuer under the Note, the PI Purchase Agreement and the other Transaction Documents (as defined in the PI Purchase Agreement).

WHEREAS, the obligations of Debtor under the Series A Guaranty, the 2010 Guaranty and the Note Guaranty are secured by the 2010 Security Agreement.

WHEREAS, pursuant to a Termination Agreement and Release dated September 16, 2011, by and among the Issuer, OptimizeRx Corporation, a Michigan corporation, Vicis, Physicians Interactive Holdings, LLC, a Delaware limited liability company, and PI, the Issuer's obligations to PI under the Note, the PI Purchase Agreement and the other Transaction Documents (as defined in the PI Purchase Agreement) have been terminated, and PI has released its security interest in the security and collateral securing such obligations, including without limitation, the Note Guaranty and the 2010 Security Agreement.

WHEREAS, pursuant to a Securities Purchase Agreement of even date herewith, by and between Issuer and Vicis (as amended or modified from time to time, the "2011 Purchase Agreement, and collectively with the Series A Purchase Agreement and the 2010 Purchase Agreement, the "Purchase Agreements"), Issuer has issued shares and may issue additional shares of Issuer's Series B Convertible Preferred Stock (the "2011 Preferred Shares", and collectively with the Series A Preferred Shares and the 2010 Preferred Shares, the "Preferred Shares") to Vicis.

WHEREAS, it is a material inducement to Vicis's execution of the 2011 Purchase Agreement and purchase of the 2011 Preferred Shares that Debtor execute and deliver to Vicis this Security Agreement to secure the obligations, covenants and agreements of Debtor contained in the Amended and Restated Guaranty Agreement, dated of even date herewith, by and between Debtor and Vicis (the "Amended and Restated Guaranty", and together with the Series A Guaranty, the "Guaranties"), which Amended and Restated Guaranty amends and restates in its entirety the 2010 Guaranty.

WHEREAS, this is the Guarantor Security Agreement referred to in the Purchase Agreements.

NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees with Vicis as follows:

ARTICLE I
DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the 2011 Purchase Agreement. Capitalized terms not otherwise defined herein and defined in the UCC shall have, unless the context otherwise requires, the meanings set forth in the UCC as in effect on the date hereof (except that the term "document" shall only have the meaning set forth in the UCC for purposes of clause (d) of the definition of Collateral), the recitals and as follows:

1.1 Accounts. "Accounts" shall mean all accounts, including without limitation all rights to payment for goods sold or services rendered that are not evidenced by instruments or chattel paper, whether or not earned by performance, and any associated rights thereto.

1.2 Collateral. “Collateral” shall mean, subject to any limitations or qualifications set forth in this definition or in Section 2.1 hereof, all personal properties and assets of Debtor, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired or arising, including without limitation:

(a) all Inventory and documents relating to Inventory;

(b) all Accounts and documents relating to Accounts;

(c) all equipment, fixtures and other goods, including without limitation machinery, furniture, vehicles and trade fixtures;

(d) all general intangibles (including without limitation, software, customer lists, sales records and other business records, and licenses, permits, franchises, patents, copyrights, trademarks, and goodwill of the business in which the trademark is used, trade names, or rights to any of the foregoing), promissory notes, chattel paper, documents, letter-of-credit rights and instruments;

(e) all motor vehicles;

(f) (i) all deposit accounts and (ii) all cash and cash equivalents deposited with or delivered to Vicis from time to time and pledged as additional security for the Obligations;

(g) all investment property;

(h) all commercial tort claims; and

(i) all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, and all supporting obligations, proceeds and products of, any and all of the foregoing assets described in Sections (a) through (h), inclusive, above.

Notwithstanding the foregoing, “Collateral” shall not include and expressly excludes (i) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents to the extent that the grant of a lien or the Security Interest therein would (A) result in a breach of the terms of, or constitute a default under, such contract, instrument, license, agreement or other document (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC or any successor provision of the UCC of any relevant jurisdiction or other applicable law) or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to a valid and enforceable provision (including without limitation in connection with the operation of Section 9-406, 9-407 or 9-408 of the UCC or any other applicable law), (ii) any personal property (including motor vehicles) in respect of which perfection of a lien or security interest is not either (A) governed by the UCC or (B) accomplished by appropriate evidence of the lien being recorded in the United States Copyright Office or the United States Patent and Trademark Office, (iii) any property subject to any pledge agreement, (iv) any Accounts and documents relating to Accounts; or (v) any payment intangibles, contract rights and causes of action.

1.3 Event of Default. “Event of Default” shall have the meaning specified in the 2011 Purchase Agreement.

1.4 Inventory. “Inventory” shall mean all inventory, including without limitation all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials used or consumed in Debtor’s business, including, without limitation, goods in transit, wheresoever located, whether now owned or hereafter acquired by Debtor, and shall include such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by Debtor.

1.5 Obligations. “Obligations” shall mean all debts, liabilities, obligations, covenants and agreements of Debtor contained in the Guaranties.

1.6 Person. “Person” shall mean and include an individual, partnership, corporation, trust, unincorporated association and any unit, department or agency of government.

1.7 Security Agreement. “Security Agreement” shall mean this Third Amended and Restated Guarantor Security Agreement, together with the schedules attached hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

1.8 Security Interest. “Security Interest” shall mean the security interest of Vicis in the Collateral granted by Debtor pursuant to this Security Agreement.

1.9 Transaction Documents. “Transaction Documents” shall mean, as applicable, (i) the Transaction Documents (as that term is defined in the Series A Purchase Agreement), (ii) the Transaction Documents (as that term is defined in the 2010 Purchase Agreement), and (iii) the Transaction Documents (as that term is defined in the 2011 Purchase Agreement).

1.10 UCC. “UCC” shall mean the Uniform Commercial Code as adopted in Michigan and in effect from time to time.

ARTICLE II
THE SECURITY INTEREST; REPRESENTATIONS AND WARRANTIES

2.1 The Security Interest.

(a) To secure the full and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of each of the Obligations, Debtor hereby grants to Vicis, its successors and assigns, subject to Section 2.1(b) hereof, a second-priority, subordinated security interest in all of Debtor’s right, title and interest in and to the Collateral.

(b) Notwithstanding Section 2.1(a) above, Vicis hereby agrees that, in the event that Debtor and/or any of its subsidiaries should incur any senior Permitted Indebtedness in accordance with the terms of the 2011 Purchase Agreement, Vicis, at the option or discretion of the lender extending the financing facility underlying the senior Permitted Indebtedness, promptly will release or expressly subordinate to such lender Vicis's Security Interest, if any, in Accounts, security interests in client assets, loan documents, reserve accounts and the proceeds thereof, in each case to the extent that any of the foregoing secures Debtor's or any of its subsidiaries' obligations under any senior Permitted Indebtedness.

2.2 Representations and Warranties. Debtor hereby represents and warrants to Vicis that:

(a) The records of Debtor with respect to the Collateral are presently located only at the address(es) listed on Schedule 1 attached to this Security Agreement.

(b) The Collateral is presently located only at the location(s) listed on Schedule 1 attached to this Security Agreement.

(c) The chief executive office and chief place(s) of business of Debtor are presently located at the address(es) listed on Schedule 1 to this Security Agreement.

(d) Debtor is a Michigan corporation, and its exact legal name is set forth in the definition of "Debtor" in the introductory paragraph of this Security Agreement. The organization identification number of Debtor is listed on Schedule 1 to this Security Agreement.

(e) All of Debtor's present patents and trademarks, if any, including those that have been registered with, or for which an application for registration has been filed in, the United States Patent and Trademark Office are listed on Schedule 2 attached to this Security Agreement. All of Debtor's present copyrights registered with, or for which an application for registration has been filed in, the United States Copyright Office or any similar office or agency of any state or any other country are listed on Schedule 2 attached to this Security Agreement.

(f) Debtor has good title to, or valid leasehold interest in, all of the Collateral, and there are no Liens on any of the Collateral except Permitted Liens.

2.3 Authorization to File Financing Statements. Debtor hereby irrevocably authorizes Vicis at any time and from time to time to file in any UCC jurisdiction any initial financing statements and amendments thereto that contain any information required by Part 5 of Article 9 of the UCC for the sufficiency of filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any state or federal organization identification number issued to Debtor. Debtor agrees to furnish any such information to Vicis promptly upon written request.

ARTICLE III
AGREEMENTS OF DEBTOR

From and after the date of this Security Agreement, and until all of the Obligations are paid in full, Debtor shall:

3.1 Sale of Collateral. Not sell, lease, transfer or otherwise dispose of Collateral or any interest therein, except as provided for in the Purchase Agreements and for sales of Inventory in the ordinary course of business.

3.2 Maintenance of Security Interest.

(a) At the expense of Debtor, defend the Security Interest against any and all claims of any Person adverse to Vicis (but only to the extent the claim of such adverse Person is subordinate or junior to the interest of Vicis) and take such action and execute such financing statements and other documents as Vicis may from time to time reasonably request in writing to maintain the perfected status of the Security Interest. Debtor shall not further encumber or grant a security interest in any of the Collateral except as provided for in the Purchase Agreements.

(b) Debtor further agrees to take any other commercially reasonable action reasonably requested in writing by Vicis to ensure the attachment, perfection and second priority of, and the ability of Vicis to enforce its security interest in any and all of the Collateral including, without limitation, (i) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC, to the extent, if any, that Debtor's signature thereon is required therefor, (ii) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Vicis to enforce, its security interest in such Collateral, (iii) taking all actions required by any earlier versions of the UCC (to the extent applicable) or by other law, as applicable in any relevant UCC jurisdiction, or by other law as applicable in any foreign jurisdiction, and (iv) obtaining waivers from landlords where any material portion of the tangible Collateral is located in form and substance reasonably satisfactory to Vicis.

3.3 Locations. Give Vicis at least 30 days prior written notice of Debtor's intention to relocate the tangible Collateral (other than Inventory in transit) or any of the records relating to the Collateral from the locations listed on Schedule 1 attached to this Security Agreement, in which event Schedule 1 shall be deemed amended to include the new location. Any additional filings or refilings requested in writing by Vicis as a result of any such relocation in order to maintain the Security Interest in such Collateral shall be at Debtor's expense.

3.4 Insurance. Maintain insurance (including, without limitation, commercial general liability and property insurance) with respect to the Collateral consisting of tangible personal property in such amounts, against such risks, in such form and with responsible and reputable insurance companies or associations as is required by any governmental authority having jurisdiction with respect thereto or as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated. Debtor will obtain lender's loss payable endorsements on applicable insurance policies in favor of Vicis and will provide to Vicis certificates of such insurance or copies thereof. Debtor shall use commercially reasonable efforts to cause each insurer to agree, by endorsement on the policy or policies or certificates of insurance issued by it or by independent instrument furnished to Vicis, that such insurer will give 30 days prior written notice to Vicis before such policy will be altered or canceled. No settlement of any insurance claim shall be made without Vicis's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. In the event of any insured loss, Debtor shall promptly notify Vicis thereof in writing, and, after an Event of Default shall have occurred and be continuing, Debtor hereby authorizes and directs any insurer concerned to make payment of such loss directly to Vicis as its interest may appear. Vicis is authorized, in the name and on behalf of Debtor, to make proof of loss and to adjust, compromise and collect, in such manner and amounts as it reasonably shall determine, all claims under all policies; and Debtor agrees to sign, on written demand of Vicis, all receipts, vouchers, releases and other instruments which may be necessary or desirable in aid of this authorization. After an Event of Default shall have occurred and be continuing, the proceeds of any insurance from loss, theft, or damage to the Collateral shall be held in a segregated account established by Vicis and disbursed and applied at the discretion of Vicis, either in reduction of the Obligations or applied toward the repair, restoration or replacement of the Collateral.

3.5 Name; Legal Status. (a) Without providing at least 30 days prior written notice to Vicis, Debtor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if Debtor does not have an organizational identification number and later obtains one, Debtor shall forthwith notify Vicis of such organizational identification number, and (c) Debtor will not change its type of organization or jurisdiction of organization.

ARTICLE IV
RIGHTS AND REMEDIES

4.1 Right to Cure. In case of failure by Debtor after receipt of written notice from Vicis to procure or maintain insurance, or to pay any fees, assessments, charges or taxes (subject to Debtor's right to contest in good faith, such assessments, charges or taxes) arising with respect to the Collateral, Vicis shall have the right, but shall not be obligated, to effect such insurance or pay such fees, assessments, charges or taxes, as the case may be, and, in that event, the cost thereof shall be payable by Debtor to Vicis immediately upon demand, together with interest at an annual rate equal to 10% from the date of disbursement by Vicis to the date of payment by Debtor. If Vicis effects any insurance on behalf of Debtor, Debtor thereafter may cancel such insurance so effected after providing Vicis with evidence that Debtor has obtained insurance as required by this Security Agreement.

4.2 Rights of Parties. Upon the occurrence and during the continuance of an Event of Default, in addition to all the rights and remedies provided in the Transaction Documents or in Article 9 of the UCC and any other applicable law, Vicis may (but is under no obligation so to do):

(a) require Debtor to assemble the Collateral at a place designated by Vicis, which is reasonably convenient to the parties; and

(b) take physical possession of Inventory and other tangible Collateral and of Debtor's records pertaining to all Collateral that are necessary to properly administer and control the Collateral or the handling and collection of Collateral, and sell, lease or otherwise dispose of the Collateral in a commercially reasonable manner in whole or in part, at public or private sale, on or off the premises of Debtor; and

(c) collect any and all money due or to become due and enforce in Debtor's name all rights with respect to the Collateral; and

(d) settle, adjust or compromise any dispute with respect to any Account; and

(e) receive and open mail addressed to Debtor; and

(f) on behalf of Debtor, endorse checks, notes, drafts, money orders, instruments or other evidences of payment.

4.3 Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, Debtor does hereby constitute and appoint Vicis as Debtor's true and lawful attorney with full power of substitution for Debtor in Debtor's name, place and stead for the purposes of performing any obligation of Debtor under this Security Agreement and taking any action and executing any instrument which Vicis may deem necessary or advisable to perform any obligation of Debtor under this Security Agreement, which appointment is irrevocable and coupled with an interest, and shall not terminate until the Obligations are paid in full.

4.4 Right to Collect Accounts. Upon the occurrence and during the continuance of an Event of Default, and without limiting Debtor's obligations under the Transaction Documents: (a) Debtor authorizes Vicis to notify any and all debtors on the Accounts to make payment directly to Vicis (or to such place as Vicis may direct); (b) Debtor agrees, on written notice from Vicis, to deliver to Vicis promptly upon receipt thereof, in the form in which received (together with all necessary endorsements), all payments received by Debtor on account of any Account; and (c) Vicis may, at its option, apply all such payments against the Obligations or remit all or part of such payments to Debtor.

4.5 Reasonable Notice. Written notice, when required by law, sent in accordance with the provisions of Section 6.7 and given at least ten business days (counting the day of sending) before the date of a proposed disposition of the Collateral shall be reasonable notice.

4.6 Limitation on Duties Regarding Collateral. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the sole duty of Vicis with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Vicis deals with similar property for its own account. Neither Vicis nor any of its directors, officers, employees or agents, shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Debtor or otherwise.

4.7 Lock Box; Collateral Account. This Section 4.7 shall be effective only upon the occurrence and during the continuance of an Event of Default. If Vicis so requests in writing, Debtor will direct each of its debtors on the Accounts to make payments due under the relevant Account or chattel paper directly to a special lock box to be under the control of Vicis. Debtor hereby authorizes and directs Vicis to deposit into a special collateral account to be established and maintained by Vicis all checks, drafts and cash payments received in said lock box. All deposits in said collateral account shall constitute proceeds of Collateral and shall not constitute payment of any Obligation until so applied. At its option, Vicis may, at any time, apply finally collected funds on deposit in said collateral account to the payment of the Obligations, in the order of application set forth in Section 4.8, or permit Debtor to withdraw all or any part of the balance on deposit in said collateral account. If a collateral account is so established, Debtor agrees that it will promptly deliver to Vicis, for deposit into said collateral account, all payments on Accounts and chattel paper received by it. All such payments shall be delivered to Vicis in the form received (except for Debtor's endorsement where necessary). Until so deposited, all payments on Accounts and chattel paper received by Debtor shall be held in trust by Debtor for and as the property of Vicis and shall not be commingled with any funds or property of Debtor.

4.8 Application of Proceeds. Vicis shall apply the proceeds resulting from any sale or disposition of the Collateral in the following order:

(a) to the reasonable costs of any sale or other disposition;

(b) to the reasonable expenses incurred by Vicis in connection with any sale or other disposition, including attorneys' fees;

(c) to the payment to Vicis of the Obligations then due and owing in any order selected by Vicis; and

(d) to Debtor.

4.9 Other Remedies. No remedy herein conferred upon Vicis is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Security Agreement and the Transaction Documents now or hereafter existing at law or in equity or by statute or otherwise. No failure or delay on the part of Vicis in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude other or further exercise thereof or the exercise of any other right or remedy.

ARTICLE V
MISCELLANEOUS

5.1 Expenses and Attorneys' Fees. Debtor shall pay all fees and expenses incurred by Vicis, including the fees of counsel, including in-house counsel, in connection with the protection, administration and enforcement of the rights of Vicis under this Security Agreement or with respect to the Collateral, including without limitation the protection and enforcement of such rights in any bankruptcy.

5.2 Setoff. Debtor agrees that, upon the occurrence and during the continuance of an Event of Default, Vicis shall have all rights of setoff and bankers' lien provided by applicable law.

5.3 Assignability; Successors. Debtor's rights and liabilities under this Security Agreement are not assignable or delegable, in whole or in part, without the prior written consent of Vicis. The provisions of this Security Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

5.4 Survival. All agreements, representations and warranties made in this Security Agreement or in any document delivered pursuant to this Security Agreement shall survive the execution and delivery of this Security Agreement, and the delivery of any such document.

5.5 Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York applicable to contracts made and wholly performed within such state.

5.6 Execution; Headings. This Security Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof. The article and section headings in this Security Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

5.7 Notices. All communications or notices required or permitted by this Security Agreement shall be given to Debtor (to be delivered care of Issuer) in accordance with Section 12.6 of the 2011 Purchase Agreement.

5.8 Amendment. No amendment of this Security Agreement shall be effective unless in writing and signed by Debtor and Vicis.

5.9 Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Security Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

5.10 WAIVER OF RIGHT TO JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF ANY CONTROVERSY THAT MAY ARISE UNDER THIS SECURITY AGREEMENT.

5.11 Submission to Jurisdiction.

(a) EACH OF THE PARTIES TO THIS SECURITY AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT. EACH OF THE PARTIES TO THIS SECURITY AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURTS AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURTS HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(b) EACH OF THE PARTIES TO THIS SECURITY AGREEMENT HEREBY CONSENTS TO SERVICE OF PROCESS BY NOTICE IN THE MANNER SPECIFIED IN SECTION 12.6 OF THE 2011 PURCHASE AGREEMENT AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION SUCH PARTY MAY NOW OR HEREAFTER HAVE TO SERVICE OF PROCESS IN SUCH MANNER. DEBTOR AGREES THAT SERVICE OF PROCESS MAY BE DELIVERED CARE OF ISSUER.

5.12 Effect of Amendment and Restatement. This Security Agreement amends and restates the 2010 Security Agreement and shall not be construed to be a substitution or novation of the 2010 Security Agreement.

(signature page follows)

IN WITNESS WHEREOF, this Third Amended and Restated Guarantor Security Agreement has been executed as of the day and year first above written.

OPTIMIZERX CORPORATION

By: /s/ H. David Lester

Name: H. David Lester

Title: CEO

VICIS CAPITAL MASTER FUND

By: Vicis Capital LLC

By: /s/ Keith W. Hughes

Name: Keith W. Hughes

Title: CFO

SCHEDULE 1 TO THIRD AMENDED AND RESTATED GUARANTOR SECURITY AGREEMENT

Locations of Collateral

Organizational ID:

Address of Debtor's records of Collateral and chief executive office:

Collateral Locations:

SCHEDULE 2 TO THIRD AMENDED AND RESTATED GUARANTOR SECURITY AGREEMENT

Intellectual Property

Patents

Trademarks

Copyrights