ECURITIES 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): October 5, 2010

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 information set forth in Item 2.03 is incorporated into this Item 1.01 by reference.

SECTION 2 – Financial Information

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

On October 5, 2010, 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 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 based on royalties we may receive under a Strategic Partnering Agreement we entered into with Physicians Interactive Holdings, LLC (together the "Warrants").

The Note accrues interest at a rate of 6% per annum, compounded on April and October each year, which will be paid together with the repayment of the principal amount at the earliest of (i) September 12, 2012; (ii) prepayment of the Note at our option (iii) the occurrence of an Event of Default (as defined in the Note); or (iv) the "Maturity Date" as defined in our Certificate of Designation for our Series B Convertible Preferred Stock.

The Notes and Warrants were issued pursuant to a Securities Purchase Agreement (the "Purchase Agreement") dated as of October 5, 2010 with the Investor. The Investor is entitled to certain contractual benefits under the Purchase Agreement, which are summarized as follows:

- Until June 4, 2012 or until prepayment in full of all obligations under the Note, the right, subject to certain exceptions, to participate in any subsequent sale of our common stock or any securities convertible into our common stock up to 30% of the amount of the financing;

- At any time when the Note is outstanding, the right to nominate a designee of Investor for election to our Board of Directors and to provide such nominee with D&O insurance coverage;

- At any time when the Note is outstanding, we are prohibited from: issuing dividends or repurchasing our outstanding shares, incurring certain indebtedness, issuing securities that are senior to the Note; disposing of 20% of our assets; incurring a change in control; increasing the authorized size of our Board of Directors; entering into certain transactions with affiliates; or registering certain shares; and

- Upon the occurrence and continuance of an Event of Default (as defined in the Purchase Agreement), the Investor may at any time (unless all defaults shall theretofore have been remedied) require us to pay immediately 125% of the sum of all unpaid principal on the Note plus all accrued but unpaid interest and other amounts payable thereunder.

Our wholly-owned subsidiary, OptimizeRx Corporation, a Michigan corporation (the "Guarantor"), entered into a Guaranty Agreement (the "Guaranty") with Investor to guarantee the prompt and complete payment when due of all principal, interest and other amounts under the Note. The obligations under the Guaranty are independent of our obligations under the Note and separate actions may be brought against the Guarantor.

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 agree d 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 description of the transactions contained herein are qualified in their entirety by reference to the Note, the Warrants, the Purchase Agreement, the Guarantee, Secured Convertible Minimum Borrowing Note, Security and Purchase Agreement, Second Amended and Restated Security Agreement, Second Amended and Restated Guarantor Security Agreement, Amended and Restated Registration Rights Agreement, Securityholders' Agreement, and Intercreditor Agreement filed as Exhibits 10.1 - 10.12, respectively, and incorporated herein by reference.

SECTION 3 – Securities and Trading Markets

Item 3.02 Unregistered Sales of Equity Securities

The information set forth in Item 2.03 is incorporated into this Item 3.02 by reference.

The description of the transactions contained herein are qualified in their entirety by reference to the Note, the Warrants, the Purchase Agreement,the Guaranty, , Second Amended and Restated Security Agreement, Second Amended and Restated Guarantor Security Agreement, Amended and Restated Registration Rights Agreement, Securityholders' Agreement, and Intercreditor Agreement filed as Exhibits 10.1 - 10.10, respectively, and incorporated herein by reference.

SECTION 9 – Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Secured Promissory Note dated October 5, 2010
10.2	Warrant to Purchase to Purchase Shares of Common Stock dated October 5, 2010
10.3	Contingent Warrant to Purchase Shares of Common Stock dated October 5, 2010
10.4	Securities Purchase Agreement dated October 5, 2010
10.5	Guaranty Agreement dated October 5, 2010
10.6	Second Amended and Restated Security Agreement dated October 5, 2010
10.7	Second Amended and Restated Guarantor Security Agreement dated October 5, 2010
10.8	Amended and Restated Registration Rights Agreement dated October 5, 2010
10.9	Securityholder's Agreement dated October 5, 2010
10.10	Intercreditor Agreement dated October 5, 2010

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: October 5, 2010

SECURED PROMISSORY NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS. IT MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND COMPLIANCE WITH SUCH STATE SECURITIES LAWS, IN COMPLIANCE WITH RULE 144 UNDER THE SECURITIES ACT, OR AN OPINION OF COUNSEL OR OTHER EVIDENCE SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION AND/OR COMPLIANCE IS NOT REQUIRED.

$1,000,000.00 October 5, 2010
McLean, Virginia

FOR VALUE RECEIVED, OPTIMIZERX CORPORATION (the "Company"), promises to pay to the order of PHYSICIANS INTERACTIVE INC. (the "Lender") or its registered assigns (the "Holder"), the principal sum of One Million Dollars ($1,000,000.00) (the "Principal Sum") together with interest on the outstanding portion of the Principal Sum from the date hereof until the date on which the entire Principal Sum is paid in full at a rate equal to 6.0% per annum, computed on the basis of the actual number of days elapsed and a year consisting of 365 da ys and compounding on each April and October of each year. The obligations of the Company hereunder are secured by that certain Second Amended and Restated Security Agreement, dated as of the date hereof, by and among the Company, the Lender and Vicis Capital Master Fund ("Vicis") (the "Security Agreement").

This Note is issued pursuant to the Securities Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between the Company and the Lender. The Holder is subject to certain restrictions set forth in the Purchase Agreement and shall be entitled to certain rights and privileges set forth in the Purchase Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, agrees:

1. Loan. The Holder hereby loans to the Company on the date hereof the Principal Sum.

2. Payments; Maturity Date. All unpaid principal, together with any accrued but unpaid interest and other amounts payable hereunder, shall be due and payable on the earliest to occur (the "Maturity Date") of (i) October 5, 2012, (ii) the occurrence of an Event of Default (as defined below), or (iii) the "Maturity Date," as such term is defined in the Certificate of Designations, Preferences and Rights of Series B Convertible Preferred Stock, of the Corporation's Series B Convertible Preferred Stock. All obligations pa yable under this Note shall be payable in lawful money of the United States.

3. **Prepayment**. This Note may be prepaid as a whole or in part at any time at the election of the Company. Any such prepayment amount shall be applied first to the payment of expenses due under this Note, second to interest accrued on the portion of this Note so prepaid and third, if the amount of prepayment exceeds the amount of all such expenses and accrued interest, to the payment of principal of this Note.

4. **Change in Control**. If the Company enters into a Change of Control Transaction (as defined in Section 8.7 of the Purchase Agreement) prior to the Maturity Date, then the Company shall provide 10 days prior written notice of such Change of Control Transaction to the Holder of this Note. Upon receipt of any such notice of a Change of Control Transaction, the Holder of this Note shall have the option to demand payment of the entire then outstanding principal balance of this Note, together with all accrued but unpaid interest and other amounts payable hereunder, which election shall be evidenced by a written noti ce given to the Company within 10 days of such Holder receiving notice of any such Change of Control Transaction. Failure by Holder to exercise its option to accelerate upon any Change of Control Transaction shall not constitute or be construed as a waiver of the right to exercise such option subsequently, either with respect to that Change of Control Transaction or subsequent Change of Control Transactions.

5. **Event of Default; Rights of Holder Upon Default**. An Event of Default shall occur or exist hereunder as provided in Article IX of the Purchase Agreement. Upon the occurrence or existence of an Event of Default, and at any time thereafter during the continuance of such Event of Default, the Holder may declare all outstanding obligations payable by the Company hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, the Holder may exercise any other right, power or remedy granted to it hereunder, under the Security Agreement or otherwise permitted to it by law, either by suit in equity or by action at law, or both.

6. **Secured Obligations**. In order to induce the Lender to loan to the Company the Principal Amount of this Note, the Company has executed and delivered to Lender the Security Agreement, pursuant to which the Company has granted to the Lender as security and collateral for the payment and performance of its obligations hereunder, a security interest in all of the personal property and assets of the Company, whether now existing or hereafter arising, and all as more specifically described, and on the terms and conditions set forth in, the Security Agreement, which security interest is *pari passu* with the security interests granted by the Company to Vicis pursuant to the Security Agreement.

7. **Successors and Assigns**. Subject to the restrictions on transfer described in Sections 9 and 10 hereof, the rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

8. **Waiver and Amendment**. Any provision of this Note may be amended, waived or modified upon the written consent of the Company and the holder of this Note.

9. **Transfer of this Note**. This Note may not be transferred in violation of any restrictive legend set forth hereon. Each new Note issued upon transfer of this Note shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Securities Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the Securities Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. Subject to the foregoing, transfers of this Note shall be regis tered upon registration books maintained for such purpose by or on behalf of the Company. Prior to presentation of this Note for registration of transfer, the Company shall treat the registered holder hereof as the owner and holder of this Note for the purpose of receiving all payments of principal and interest hereon and for all other purposes whatsoever, whether or not this Note shall be overdue and the Company shall not be affected by notice to the contrary.

10. **Assignment by the Company**. Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by the Company, without the prior written consent of the Holder.

11. **Treatment of Note**. To the extent permitted by generally accepted accounting principles, the Company will treat, account and report the Note as debt and not equity for accounting purposes and with respect to any returns filed with federal, state or local tax authorities.

12. **Notices**. Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by registered or certified mail, postage prepaid, or by recognized overnight courier, personal delivery or facsimile transmission at the respective addresses or facsimile number of the parties as designated by such party or as set forth on the register maintained by the Company. Any party hereto may by notice so given change its address or facsimile number for future notice hereunder. Notice shall conclusively be deem ed to have been given when received.

13. **Expenses; Waivers**. If action is instituted to collect this Note, the Company promises to pay all costs and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred in connection with such action. The Company hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this instrument.

14. **Governing Law; Exclusive Jurisdiction; Jury Waiver**. This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of New York. IN THE EVENT OF ANY DISPUTE AMONG OR BETWEEN ANY OF THE PARTIES TO THIS NOTE ARISING OUT OF THE TERMS OF THIS NOTE, THE PARTIES HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF NEW YORK, FOR RESOLUTION OF SUCH DISPUTE, AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION OR SEEK TO TRANSFER ANY ACTION RELATING TO SUCH DISPUTE TO ANY OTHER JURISDI CTION. THE COMPANY AND THE HOLDER AGREE TO ACCEPT SERVICE OF PROCESS PURSUANT TO THE PROCEDURES SET FORTH IN SECTION 12. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS NOTE.

IN WITNESS WHEREOF, the Company has caused this Note to be issued effective as of October __, 2010.

OPTIMIZERX CORPORATION

By: /s/ David Lester
Name: David Lester
Title: CEO

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS WARRANT NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE 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 SECU RED BY THE SECURITIES.

WARRANT TO PURCHASE

SHARES OF COMMON STOCK

OF

OPTIMIZERx CORPORATION

Expires October 5, 2017

No.: W-C-01 Number of Shares: 1,000,000
Date of Issuance: October 5, 2010

FOR VALUE RECEIVED, the undersigned, OptimizeRx Corporation, a Nevada corporation (together with its successors and assigns, the "Company"), hereby certifies that Physicians Interactive Inc. or its registered assigns is entitled to subscribe for and purchase, during the Term (as hereinafter defined), up to 1,000,000 shares (subject to adjustment as hereinafter provided) of the duly authorized, validly issued, fully paid and non-assessable Common Stock of the Company, par value $.001 per share (the "Common Stock"), at an exercise price per share equal to the Warrant Price then in effect, subject, however, to the provisions and upon the terms and conditions hereinafter set forth. This Warrant has been executed and delivered pursuant to the Securities Purchase Agreement dated as of October 5, 2010 (the "Purchase Agreement") by and among the Company and the purchaser(s) listed therein. Capitalized terms used and not otherwise defined herein shall have the meanings set forth for such terms in the Purchase Agreement. Certain other capitalized terms used in this Warrant shall have the respective meanings specified in Section 8 hereof.

1. Term. The term of this Warrant shall commence on October 5, 2010 (the "Date of Issuance") and shall expire at 6:00 p.m., Eastern Time, on the date that is seven years after the Date of Issuance hereof (such period being the "Term").

2. Method of Exercise; Payment; Issuance of New Warrant; Transfer and Exchange.

(a) Time of Exercise. The purchase rights represented by this Warrant may be exercised in whole or in part during the Term beginning on the date of issuance hereof.

(b) Method of Exercise. The Holder hereof may exercise this Warrant, in whole or in part, by the surrender of this Warrant (with the exercise form attached hereto duly executed) at the principal office of the Company, and by the payment to the Company of an amount of consideration therefor equal to the Warrant Price in effect on the date of such exercise multiplied by the number of Warrant Shares with respect to which this Warrant is then being exercised, payable at such Holder's election (i) by certified or official bank check or by wire transfer to an account designated by the Company, (ii) by "cashless exercise" in accordance with the provisions of subsection (c) of this Sect ion 2, but only when a registration statement under the Securities Act providing for the resale of the Warrant Shares is not then in effect, or (iii) when permitted by clause (ii), by a combination of the foregoing methods of payment selected by the Holder of this Warrant.

(c) Cashless Exercise. Notwithstanding any provisions herein to the contrary and commencing six-months following the Original Issue Date if (i) the Per Share Market Value of one share of Common Stock is greater than the Warrant Price (at the date of calculation as set forth below) and (ii) a registration statement under the Securities Act providing for the resale of the Warrant Shares is not in effect in accordance with the terms of the Registration Rights Agreement at the time of exercise, in lieu of exercising this Warrant by payment of cash, the Holder may exercise this Warrant by a cashless exercise and shall receive the number of shares of Common Stock equal to an amount (as determined below) by surrender of this Warrant at the principal office of the Company together with the properly endorsed Notice of Exercise in which event the Company shall issue to the Holder a number of shares of Common Stock computed using the following formula:

$$X=Y-[(A)(Y)/B]$$

Where
X = the number of shares of Common Stock to be issued to the Holder.
Y = the number of shares of Common Stock purchasable upon exercise of all of the Warrant or, if only a portion of the Warrant is being
A = exercised, the portion of the Warrant being exercised.
B = the Warrant Price.
the Per Share Market Value of one share of Common Stock.

(d) Issuance of Stock Certificates. In the event of any exercise of this Warrant in accordance with and subject to the terms and conditions hereof, certificates for the Warrant Shares so purchased shall be dated the date of such exercise and delivered to the Holder hereof within a reasonable time, not exceeding three Trading Days after such exercise (the "Delivery Date") or, at the request of the Holder (provided that a registration statement under the Securities Act providing for the resale of the Warrant Shares is then in effect), issued and delivered to the Depository Trust Company ("DTC") account on the Holder's behalf via the Deposit Withdrawal Agent Commission System ("DWAC") within a reasonable time, not exceeding three Trading Days after such exercise, and the Holder hereof shall be deemed for all purposes to be the holder of the Warrant Shares so purchased as of the date of such exercise. Notwithstanding the foregoing to the contrary, the Company or its transfer agent shall only be obligated to issue and deliver the shares to the DTC on a holder's behalf via DWAC if such exercise is in connection with a sale and the Company and its transfer agent are participating in DTC through the DWAC system. The Holder shall deliver this original Warrant, or an indemnification undertaking with respect to such Warrant in the case of its loss, theft or destruction, at such time that this Warrant is fully exercised. With respect to par tial exercises of this Warrant, the Company shall keep written records for the Holder of the number of Warrant Shares exercised as of each date of exercise.

(e) Compensation for Buy-In on Failure to Timely Deliver Certificates Upon Exercise.

(i) The Company understands that a delay in the delivery of the shares of Common Stock upon exercise of this Warrant beyond the Delivery Date could result in economic loss to the Holder. If the Company fails to deliver to the Holder such shares via DWAC or a certificate or certificates pursuant to this Section hereunder by the Delivery Date, the Company shall pay to the Holder, in cash, for each $500 of Warrant Shares (based on the Closing Price of the Common Stock on the date such Securities are submitted to the Company's transfer agent), $5 per Trading Day (increasing to $10 per Trading Day five Trading Days after such damages have begun to accrue and increasing to $15 per Trading Day ten Trading Days after such damages have begun to accrue) for each Trading Day after the Delivery Date until such certificate is delivered (which amount shall be paid as liquidated damages and not as a penalty). Nothing herein shall limit a Holder'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 Holder 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. Notwithstanding anything to the contrary contained herein, the Holder shall be entitled to withdraw an Exercise Notice, and upon such withdrawal the Company shall only be obligated to pay the liquidated damages accrued in accordance with this Section 2(e)(i) through the date the Exercise Notice is withdrawn.

(ii) In addition to any other rights available to the Holder, if the Company fails to cause its transfer agent to transmit to the Holder a certificate or certificates representing the Warrant Shares pursuant to an exercise on or before the Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (1) pay in cash to the Holder the amount by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (A) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (B) the price at which the sell order giving rise to such purchase obligation was executed, and (2) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (1) of the immediately preceding sentence the Company shall be required to pay the Holder $1,0 00. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In, together with applicable confirmations and other evidence reasonably requested by the Company. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon exercise of this Warrant as required pursuant to the terms hereof.

(f) Transferability of Warrant. Subject to Section 2(h) hereof, this Warrant may be transferred by a Holder, in whole or in part, subject only to the restrictions specified in the Purchase Agreement. If transferred pursuant to this paragraph, this Warrant may be transferred on the books of the Company by the Holder hereof in person or by duly authorized attorney, upon surrender of this Warrant at the principal office of the Company, properly endorsed (by the Holder executing an assignment in the form attached hereto) and upon payment of any necessary transfer tax or other governmental charge imposed upon such transfer. This War rant is exchangeable at the principal office of the Company for Warrants to purchase the same aggregate number of Warrant Shares, each new Warrant to represent the right to purchase such number of Warrant Shares as the Holder hereof shall designate at the time of such exchange. All Warrants issued on transfers or exchanges shall be dated the Original Issue Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

(g) Continuing Rights of Holder. The Company will, at the time of or at any time after each exercise of this Warrant, upon the request of the Holder hereof, acknowledge in writing the extent, if any, of its continuing obligation to afford to such Holder all rights to which such Holder shall continue to be entitled after such exercise in accordance with the terms of this Warrant, provided that if any such Holder shall fail to make any such request, the failure shall not affect the continuing obligation of the Company to afford such rights to such Holder.

(h) Compliance with Securities Laws.

(i) The Holder of this Warrant, by acceptance hereof, acknowledges that this Warrant and the Warrant Shares to be issued upon exercise hereof are being acquired solely for the Holder's own account and not as a nominee for any other party, and for investment, and that the Holder will not offer, sell or otherwise dispose of this Warrant or any Warrant Shares to be issued upon exercise hereof except pursuant to an effective registration statement, or an exemption from registration, under the Securities Act and any applicable state securities laws.

(ii) Except as provided in paragraph (iii) below, this Warrant and all certificates representing Warrant Shares issued upon exercise hereof shall be stamped or imprinted with a legend in substantially the following form:

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 T HE SECURITIES.

(iii) The Company agrees to reissue this Warrant or certificates representing any of the Warrant Shares, without the legend set forth above if at such time, prior to making any transfer of any such securities, the Holder shall give written notice to the Company describing the manner and terms of such transfer. Such proposed transfer will not be effected until: (a) either (i) the Company has received an opinion of counsel reasonably satisfactory to the Company, to the effect that the registration of such securities under the Securities Act is not required in connection with such proposed transfer, (ii) a registration statement under the Securities Act covering such proposed disposition has been filed by the Company with the Securities and Exchange Commission a nd has become effective under the Securities Act, (iii) the Company has received other evidence reasonably satisfactory to the Company that such registration and qualification under the Securities Act and state securities laws are not required, or (iv) the Holder provides the Company with reasonable assurances that such security can be sold pursuant to Rule 144 under the Securities Act; and (b) either (i) the Company has received an opinion of counsel reasonably satisfactory to the Company, to the effect that registration or qualification under the securities or “blue sky” laws of any state is not required in connection with such proposed disposition, or (ii) compliance with applicable state securities or “blue sky” laws has been effected or a valid exemption exists with respect thereto. The Company will respond to any such notice from a holder within three Trading Days. In the case of any proposed transfer under this Section 2(h), the Company will use reasonable efforts to comply with any such applicable state securities or “blue sky” laws, but shall in no event be required, (x) to qualify to do business in any state where it is not then qualified, (y) to take any action that would subject it to tax or to the general service of process in any state where it is not then subject, or (z) to comply with state securities or “blue sky” laws of any state for which registration by coordination is unavailable to the Company. The restrictions on transfer contained in this Section 2(h) shall be in addition to, and not by way of limitation of, any other restrictions on transfer contained in any other section of this Warrant. Whenever a certificate representing the Warrant Shares is required to be issued to a the Holder without a legend, in lieu of delivering physical certificates representing the Warrant Shares, the Company shall cause its transfer agent to electronically transmit the Warrant Shares to the Holder by crediting the a ccount of the Holder’s Prime Broker with DTC through its DWAC system (to the extent not inconsistent with any provisions of this Warrant or the Purchase Agreement).

(i) No Mandatory Redemption. This Warrant may not be called or redeemed by the Company without the written consent of the Holder.

3. Stock Fully Paid; Reservation and Listing of Shares; Covenants.

(a) Stock Fully Paid. The Company represents, warrants, covenants and agrees that all Warrant Shares which may be issued upon the exercise of this Warrant or otherwise hereunder will, when issued in accordance with the terms of this Warrant, be duly authorized, validly issued, fully paid and non-assessable and free from all taxes, liens and charges created by or through the Company. The Company further covenants and agrees that during the period within which this Warrant may be exercised, the Company will at all times have authorized and reserved for the purpose of the issuance upon exercise of this Warrant a number of authorized but unissued shares of Common Stock equal to at least 10 0% of the number of shares of Common Stock issuable upon exercise of this Warrant without regard to any limitations on exercise.

(b) Reservation. If any shares of Common Stock required to be reserved for issuance upon exercise of this Warrant or as otherwise provided hereunder require registration or qualification with any Governmental Authority under any federal or state law before such shares may be so issued, the Company will in good faith use its best efforts as expeditiously as possible at its expense to cause such shares to be duly registered or qualified. If the Company shall list any shares of Common Stock on any securities exchange or market it will, at its expense, list thereon, and maintain and increase when necessary such listing, of, all Warrant Shares from time to time issued upon exercise of this Warrant or as otherwise provided hereunder (provided that such Warrant Shares have been registered pursuant to a registration statement then in effect under the Securities Act), and, to the extent permissible under the applicable securities exchange rules, all unissued Warrant Shares which are at any time issuable hereunder, so long as any shares of Common Stock shall be so listed. The Company will also so list on each securities exchange or market, and will maintain such listing of, any other securities which the Holder of this Warrant shall be entitled to receive upon the exercise of this Warrant if at the time any securities of the same class shall be listed on such securities exchange or market by the Company.

(c) Loss, Theft, Destruction of Warrants. Upon receipt of evidence satisfactory to the Company of the ownership of and the loss, theft, destruction or mutilation of any Warrant and, in the case of any such loss, theft or destruction, upon receipt of indemnity or security satisfactory to the Company or, in the case of any such mutilation, upon surrender and cancellation of such Warrant, the Company will make and deliver, in lieu of such lost, stolen, destroyed or mutilated Warrant, a new Warrant of like tenor and representing the right to purchase the same number of shares of Common Stock.

(d) Payment of Taxes. The Company will pay any documentary stamp taxes attributable to the initial issuance of the Warrant Shares issuable upon exercise of this Warrant; provided, however, that the Company shall not be required to pay any tax or taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificates representing Warrant Shares in a name other than that of the Holder in respect to which such shares are issued.

4. Adjustment of Warrant Price and Number of Shares Issuable Upon Exercise. The Warrant Price and the number of shares purchasable upon the exercise of this Warrant shall be subject to adjustment from time to time upon the occurrence of certain events described in this Section 4. Upon each adjustment of the Warrant Price, the Holder of this Warrant shall thereafter be entitled to purchase, at the Warrant Price resulting from such adjustment, the number of shares obtained by multiplying the Warrant Price in effect immediately prior to such adjustment by the number of shares purchasable pursuant hereto immediately prior to such adjustment, and dividi ng the product thereof by the Warrant Price resulting from such adjustment.

(a) If the Company issues or sells, or in accordance with this Section 4 is deemed to have issued or sold, any shares of Common Stock (including the issuance or sale of shares of Common Stock owned or held by or for the account of the Company for a consideration per share (the "New Issuance Price") less than a price (the "Applicable Price") equal to the Warrant Price in effect immediately prior to such issue or sale (the foregoing a "Dilutive Issuance"), then immediately after such Dilutive Issuance, t he Warrant Price then in effect shall be reduced to the New Issuance Price. For purposes of determining the adjusted Warrant Price under this Section 4, the following shall be applicable:

(i) Issuance of Options. If the Company in any manner grants or sells any Options (defined below) and the lowest price per share for which one share of Common Stock is issuable upon the exercise of any such Option or upon conversion or exchange or exercise of any Convertible Securities (defined below) issuable upon exercise of such Option is less than the Applicable Price, then all of such shares of Common Stock underlying such Option shall be deemed to be outstanding and to have been issued and sold by the Company at the time of the granting or sale of such Option for such price per share. For purposes of this Section 4(a), the "lowest price per share for which one share of Common Stock is issuable upon the exercise of any such Option or upon conversion or exchange or exercise of any Convertible Securities issuable upon exercise of such Option" shall be equal to the sum of the lowest amounts of consideration (if any) received or receivable by the Company with respect to any one share of Common Stock upon granting or sale of the Option, upon exercise of the Option and upon conversion or exchange or exercise of any Convertible Security issuable upon exercise of such Option. No further adjustment of the price of conversion shall be made upon the actual issuance and/or sale of such share of Common Stock or of such Convertible Securities upon the exercise of such Options or upon the actual issuance and/or sale of such Common Stock upon conversion or exchange or exercise of such Convertible Securities. "Convertible Security" or "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 "Option" or "Options" means any rights, warrants or options to subscribe for or purchase shares of Common Stock or Convertible Securities.

(ii) Issuance of Convertible Securities. If the Company in any manner issues or sells any Convertible Securities and the lowest price per share for which one share of Common Stock is issuable upon such conversion or exchange or exercise thereof is less than the Applicable Price, then all shares of Common Stock issuable upon conversion of such Convertible Securities shall be deemed to be outstanding and to have been issued and sold by the Company at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this Section 4(a)(ii), the "lowest price per share for which one share of Common Stock is issuable upon such conversion or exchange or exercise" shall be equal to the sum of the lowest amounts of consideration (if any) received or receivable by the Company with respect to any one share of Common Stock upon the issuance or sale of the Convertible Security and upon the conversion or exchange or exercise of such Convertible Security. No further adjustment of the Warrant Price shall be made upon the actual issuance of such share of Common Stock upon conversion or exchange or exercise of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustment of the price of conversion had been or are to be made pursuant to other provisions of this Section 4, no further adjustment of the Warrant Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Rate of Conversion. If the purchase price provided for in any Options, the additional consideration, if any, payable upon the issue, conversion, exchange or exercise of any Convertible Securities, or the rate at which any Convertible Securities are convertible into or exchangeable or exercisable for Common Stock changes at any time, the Warrant Price in effect at the time of such change shall be adjusted to the Warrant Price which would have been in effect at such time had such Options or Convertible Securities provided for such changed purchase price, additional consideration or changed conversion rate, as the case may be, at the time initially granted, issued or sold. For purposes of this Section 4(a)(iii), if the terms of any Option or Convertible Security that was outstanding as of the Issuance Date are issued are changed in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the Common Stock deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such change. No adjustment shall be made if such adjustment would result in an increase of the Warrant Price then in effect.

(iv) Calculation of Consideration Received. If any Option is issued in connection with the issue or sale of other securities of the Company, together comprising one integrated transaction in which no specific consideration is allocated to such Options by the parties thereto, the Options will be deemed to have been issued for a consideration of $0.01. If any Common Stock, Options or Convertible Securities are issued or sold or deemed to have been issued or sold for cash, the consideration received therefor will be deemed to be the gross amount paid by the purchaser of such Common Stock, Options, or Convertible Securities, before any commissions, di scounts, fees or expenses. If any Common Stock, Options or Convertible Securities are issued to the owners of the non-surviving entity in connection with any merger in which the Company is the surviving entity, the amount of consideration therefor will be deemed to be the fair value of such portion of the net assets and business (including goodwill) of the non-surviving entity as is attributable to such Common Stock, Options or Convertible Securities, as the case may be. If any Common Stock, Options or Convertible Securities are issued or sold or deemed to have been issued or sold for non-cash consideration, the consideration received therefore will be deemed to be the fair value of such non-cash consideration as determined in good faith by the board of directors of the Company. No adjustment shall be made if such adjustment would result in an increase of the Warrant Price then in effect.

(v) Record Date. If the Company takes a record of the holders of Common Stock for the purpose of entitling them (i) to receive a dividend or other distribution payable in Common Stock, Options or in Convertible Securities or (ii) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date will be deemed to be the date of the issue or sale of the Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(b) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity-equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company pursuant to this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller n umber of shares, or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Warrant Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted. Any adjustment made pursuant to this Section 4(b) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(c) Pro Rata Distributions. If the Company, at any time prior to the Expiration Date, shall distribute to all holders of Common Stock (and not to Holders of the Warrants) evidences of its indebtedness or assets (including cash and cash dividends) or rights or warrants to subscribe for or purchase any security other than the Common Stock, then in each such case the Warrant Price shall be adjusted by multiplying the Warrant Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the Volume-Weighted Average Price ("VWAP") determined as of the record date mentioned above, and of which the numerator shall be such VWAP on such record date less the then per share fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of the Common Stock as determined by the board of directors of the Company in good faith. The adjustment shall be described in a statement provided to the Holder. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(d) Fundamental Transactions. If, at any time while this Warrant is outstanding, there is a Fundamental Transaction (defined below), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, (a) the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable upon or as a resu lt of such reorganization, reclassification, merger, consolidation or disposition of assets by a Holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event or (b) if the Company is acquired in an all-cash transaction, cash equal to the value of this Warrant as determined by use of the Black Scholes Option Pricing Model reflecting (i) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of this Warrant as of such date of request and (ii) an expected volatility equal to the 100-day volatility obtained from the HVT function on Bloomberg for the 100-day period ending on the date of the Change of Control Redemption Notice. For purposes of any such exercise, the determination of the Warrant Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction , and the Company shall apportion the Warrant Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant consistent with the foregoing provisions and evidencing the Holder's right to exercise such warrant into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 4(d) and insuring that this Warrant (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction. "Fundamental Transaction" means that the Company shall, directly or indirectly, in one or more related transactions, (i) consolidate or merge with or into (whether or not the Company is the surviving corporation) another Person, or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company to another Person, or (iii) allow another Person or Persons to make a purchase, tender or exchange offer that is accepted by the holders of more than the 50% of the outstanding shares of Voting Stock (not including any shares of Voting Stock held by the Person or Persons making or party to, or associated or affiliated with the Person or Persons making or party to, such purchase, tender or exchange offer), or (iv) consummate a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than the 50% of either the outstanding shares of Voting Stock (not including any shares of Voting Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock purchase agreement or other business combination), or (v) reorganize, recapitalize or reclassify its Common Stock, or (vi) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% of the aggregate Voting Stock of the Company. "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind. "Voting Stock" of a Person means capital stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power to elect, or the general power to appoint, at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time capital stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

(e) Other Events. If any event occurs of the type contemplated by the provisions of this Section 4 but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features), then the Company's board of directors in good faith will make an appropriate adjustment in the Warrant Price so as to be equitable under the circumstances and otherwise protect the rights of the Holders; provided that no such adjustment will increase the Warrant Price as otherwise determined pursuant to this Section 4.

(f) Calculations. All calculations under this Section 4 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 4, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

(g) Exceptions to Adjustment of Warrant Price. Notwithstanding the foregoing, the adjustments set forth in this Section 4 shall not apply in respect to the issuance of the following (each, a "Permitted Issuance"):

(i) shares of Common Stock or Options 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 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 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 Warrant, "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

(h) Redemption Right. No sooner than 15 days nor later than ten days prior to the consummation of a corporate change that constitutes a change of control, but not prior to the public announcement of such change of control, the Company shall deliver written notice thereof via facsimile and overnight courier to the Holder (a "Change of Control Notice"). At any time during the period beginning after the Holder's receipt of a Change of Control Notice and ending ten Trading Days after the consummation of such change of control, the Holder may require the Company to redeem all or any portion of this Warrant by delivering written notice thereof ("Change of Control Redemption Notice") to the Company, which Change of Control Redemption Notice shall indicate the amount the Holder is electing to be redeemed. Any such redemption shall be in cash in the amount equal to the value of the remaining unexercised portion of this Warrant on the date of such consummation, which value shall be determined by use of the Black Scholes Option Pricing Model reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of this Warrant as of such date of request and (B) an expected volatility equal to the 100-day volatility obtained from the HVT function on Bloomberg for the 100-day period ending on the date of the Change of Control Redemption Notice.

5. Notice of Adjustments. Whenever the Warrant Price or Warrant Share Number shall be adjusted pursuant to Section 4 hereof (for purposes of this Section 5, each an "adjustment"), the Company shall cause its Chief Financial Officer to prepare and execute a certificate setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated (including a description of the basis on which the Board made any determination hereunder), and the Warrant Price and Warrant Share Number after giving effect to such adjustment, and shall cause copies of such certificate to be delivered to the Holder of this Warrant promptly after each adjustment. Any dispute between the Company and the Holder of this Warrant with respect to the matters set forth in such certificate may at the option of the Holder of this Warrant be submitted to a national or regional accounting firm reasonably acceptable to the Company and the Holder, provided that the Company shall have ten days after receipt of notice from such Holder of its selection of such firm to object thereto, in which case such Holder shall select another such firm and the Company shall have no such right of objection. The firm selected by the Holder of this Warrant as provided in the preceding sentence shall be instructed to deliver a written opinion as to such matters to the Company and such Holder within 30 days after submission to it of such dispute. Such opinion shall be final and binding on the parties hereto. 60; The costs and expenses of the initial accounting firm shall be paid equally by the Company and the Holder and, in the case of an objection by the Company, the costs and expenses of the subsequent accounting firm shall be paid in full by the Company.

6. Fractional Shares. No fractional Warrant Shares will be issued in connection with any exercise hereof, but in lieu of such fractional shares, the Company shall round the number of shares to be issued upon exercise up to the nearest whole number of shares.

7. Ownership Caps and Certain Exercise Restrictions.

(a) Notwithstanding anything to the contrary set forth in this Warrant, at no time may a Holder of this Warrant exercise any portion of this Warrant if the number of shares of Common Stock to be issued pursuant to such exercise would exceed, when aggregated with all other shares of Common Stock beneficially owned by such Holder at such time, the number of shares of Common Stock which would result in such Holder beneficially owning (as determined in accordance with Section 13(d) of the Exchange Act and the rules thereunder) in excess of 4.99% of the then issued and outstanding shares of Common Stock; provided, however, that upon a holder o f this Warrant providing the Company with 61 days notice (pursuant to Section 12 hereof) (the "Waiver Notice") that such Holder would like to waive this Section 7(a) with regard to any or all shares of Common Stock issuable upon exercise of this Warrant, this Section 7(a) will be of no force or effect with regard to all or a portion of the Warrant referenced in the Waiver Notice; provided, further, that this provision shall be of no further force or effect during the 61 days immediately preceding the expiration of the term of this Warrant. In all circumstances, exercise of this Warrant shall be deemed to be the Holder's representation that such exercise conforms to the provisions of this Section 7(a) and the Company shall be under no obligation to verify or ascertain compliance by the Holder with this provision.

(b) The Holder may not exercise the Warrant hereunder to the extent such exercise would result in the Holder beneficially owning (as determined in accordance with Section 13(d) of the Exchange Act and the rules thereunder) in excess of 9.99% of the then issued and outstanding shares of Common Stock, including shares issuable upon exercise of the Warrant held by the Holder after application of this Section; provided, however, that upon a holder of this Warrant providing the Company with a Waiver Notice that such holder would like to waive this Section 7(b) with regard to any or all shares of Commo n Stock issuable upon exercise of this Warrant, this Section 7(b) shall be of no force or effect with regard to those Warrant Shares referenced in the Waiver Notice; provided, further, that this provision shall be of no further force or effect during the 61 days immediately preceding the expiration of the term of this Warrant. In all circumstances, exercise of this Warrant shall be deemed to be the Holder's representation that such exercise conforms to the provisions of this Section 7(b) and the Company shall be under no obligation to verify or ascertain compliance by the Holder with this provision.

8. Definitions. For the purposes of this Warrant, the following terms have the following meanings:

"Articles of Incorporation" means the Articles of Incorporation of the Company as in effect on the Original Issue Date, and as hereafter from time to time amended, modified, supplemented or restated in accordance with the terms hereof and thereof and pursuant to applicable law.

"Board" shall mean the Board of Directors of the Company.

"Capital Stock" means and includes (i) any and all shares, interests, participations or other equivalents of or interests in (however designated) corporate stock, including, without limitation, shares of preferred or preference stock, (ii) all partnership interests (whether general or limited) in any Person which is a partnership, (iii) all membership interests or limited liability company interests in any limited liability company, and (iv) all equity or ownership interests in any Person of any other type.

"Common Stock" means the Common Stock, $0.001 par value per share, of the Company and any other Capital Stock into which such stock may hereafter be changed.

"Governmental Authority" means any governmental, regulatory or self-regulatory entity, department, body, official, authority, commission, board, agency or instrumentality, whether federal, state or local, and whether domestic or foreign.

"Holders" mean the Persons who shall from time to time own any Warrant. The term "Holder" means one of the Holders.

"Independent Appraiser" means a nationally recognized or major regional investment banking firm or firm of independent certified public accountants of recognized standing (which may be the firm that regularly examines the financial statements of the Company) that is regularly engaged in the business of appraising the Capital Stock or assets of corporations or other entities as going concerns, and which is not affiliated with either the Company or the Holder of any Warrant.

"Original Issue Date" means October 5, 2010.

"OTC Bulletin Board" means the over-the-counter electronic bulletin board.

"Outstanding Common Stock" means, at any given time, the aggregate amount of outstanding shares of Common Stock, assuming full exercise, conversion or exchange (as applicable) of all options, warrants and other Securities which are convertible into or exercisable or exchangeable for, and any right to subscribe for, shares of Common Stock that are outstanding at such time.

"Person" means an individual, corporation, limited liability company, partnership, joint stock company, trust, unincorporated organization, joint venture, Governmental Authority or other entity of whatever nature.

"Per Share Market Value" means on any particular date (a) the last closing bid price per share of the Common Stock on such date on the OTC Bulletin Board or another registered national stock exchange on which the Common Stock is then listed, or if there is no such price on such date, then the closing bid price on such exchange or quotation system on the date nearest preceding such date, or (b) if the Common Stock is not listed then on the OTC Bulletin Board or any registered national stock exchange, the last closing bid price for a share of Common Stock in the over-the-counter market, as reported by the OTC Bulletin Board or in the National Quotation Bureau Incorporated or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or (c) if the Common Stock is not then reported by the OTC Bulletin Board or the National Quotation Bureau Incorporated (or similar organization or agency succeeding to its functions of reporting prices), then the "Pink Sheet" quotes for the applicable Trading Days preceding such date of determination, or (d) if the Common Stock is not then publicly traded the fair market value of a share of Common Stock as determined by an Independent Appraiser selected in good faith by the Holder; provided, however, that the Company, after receipt of the determination by such Independent Appraiser, shall have the right to select an additional Independent Appraiser, in which case, the fair market value shall be equal to the average of the determinations by each such Independent Appraiser; and pr ovided, further that all determinations of the Per Share Market Value shall be appropriately adjusted for any stock dividends, stock splits or other similar transactions during such period. The determination of fair market value by an Independent Appraiser shall be based upon the fair market value of the Company determined on a going concern basis as between a willing buyer and a willing seller and taking into account all relevant factors determinative of value, and the determination of the additional Independent Appraiser, if any, or of the Independent Appraisers otherwise shall be final and binding on all parties. In determining the fair market value of any shares of Common Stock, no consideration shall be given to any restrictions on transfer of the Common Stock imposed by agreement or by federal or state securities laws, or to the existence or absence of, or any limitations on, voting rights.

"Purchase Agreement" means the Securities Purchase Agreement dated as of October 5, 2010, among the Company and the Holder.

"Securities" means any debt or equity securities of the Company, whether now or hereafter authorized, any instrument convertible into or exchangeable for Securities or a Security, and any option, warrant or other right to purchase or acquire any Security. "Security" means one of the Securities.

"Securities Act" means the Securities Act of 1933, as amended, or any similar federal statute then in effect.

"Subsidiary" means any corporation at least 50% of whose outstanding Voting Stock shall at the time be owned directly or indirectly by the Company or by one or more of its Subsidiaries, or by the Company and one or more of its Subsidiaries.

"Term" has the meaning specified in Section 1 hereof.

"Trading Day" means (a) a day on which the Common Stock is traded on the OTC Bulletin Board, or (b) if the Common Stock is not traded on the OTC Bulletin Board, a day on which the Common Stock is quoted in the over-the-counter market as reported by the National Quotation Bureau Incorporated (or any similar organization or agency succeeding its functions of reporting prices); provided, however, that in the event that the Common Stock is not listed or quoted as set forth in (a) or (b) hereof, then Trading Day shall mean any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of New York are authorized or required by law or other government action to close.

"Voting Stock" means, as applied to the Capital Stock of any corporation, Capital Stock of any class or classes (however designated) having ordinary voting power for the election of a majority of the members of the Board of Directors (or other governing body) of such corporation, other than Capital Stock having such power only by reason of the happening of a contingency.

"Warrants" means the Warrants issued and sold pursuant to the Purchase Agreement, including, without limitation, this Warrant, and any other warrants of like tenor issued in substitution or exchange for any thereof pursuant to the provisions of Section 2(c), 2(d) or 2(e) hereof or of any of such other Warrants.

"Warrant Price" initially means $2.25, as such price may be adjusted from time to time as shall result from the adjustments specified in this Warrant, including Section 4 hereto.

"Warrant Share Number" means at any time the aggregate number of Warrant Shares which may at such time be purchased upon exercise of this Warrant, after giving effect to all prior adjustments and increases to such number made or required to be made under the terms hereof.

"Warrant Shares" means shares of Common Stock issuable upon exercise of any Warrant or Warrants or otherwise issuable pursuant to any Warrant or Warrants.

9. Other Notices. In case at any time:

(a) the Company shall make any distributions to the holders of Common Stock; or

(b) the Company shall authorize the granting to all holders of its Common Stock of rights to subscribe for or purchase any shares of Capital Stock of any class or other rights; or

(c) there shall be any reclassification of the Capital Stock of the Company; or

(d) there shall be any capital reorganization by the Company; or

(e) there shall be any (i) consolidation or merger involving the Company or (ii) sale, transfer or other disposition of all or substantially all of the Company's property, assets or business (except a merger or other reorganization in which the Company shall be the surviving corporation and its shares of Capital Stock shall continue to be outstanding and unchanged and except a consolidation, merger, sale, transfer or other disposition involving a wholly-owned subsidiary); or

(f) there shall be a voluntary or involuntary dissolution, liquidation or winding-up of the Company or any partial liquidation of the Company or distribution to holders of Common Stock;

then, in each of such cases, the Company shall give written notice to the Holder of the date on which (i) the books of the Company shall close or a record shall be taken for such dividend, distribution or subscription rights or (ii) such reorganization, reclassification, consolidation, merger, disposition, dissolution, liquidation or winding-up, as the case may be, shall take place. Such notice also shall specify the date as of which the holders of Common Stock of record shall participate in such dividend, distribution or subscription rights, or shall be entitled to exchange their certificates for Common Stock for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, disposition, dissolution, liquidation or winding-up, as the case may be. Such notice shall be g iven at least 20 days prior to the action in question and not less than ten days prior to the record date or the date on which the Company's transfer books are closed in respect thereto. This Warrant entitles the Holder to receive copies of all financial and other information distributed or required to be distributed to the holders of the Common Stock.

10. Amendment and Waiver. Any term, covenant, agreement or condition in this Warrant may be amended, or compliance therewith may be waived (either generally or in a particular instance and either retroactively or prospectively), by a written instrument or written instruments executed by the Company and the Holder; provided, however, that no such amendment or waiver shall reduce the Warrant Share Number, increase the Warrant Price, shorten the period during which this Warrant may be exercised or modify any provision of this Section 10 without the consent of the Holder o f this Warrant. No consideration shall be offered or paid to any person to amend or consent to a waiver or modification of any provision of this Warrant unless the same consideration is also offered to all holders of the Warrants.

11. Governing Law; Jurisdiction. This Warrant 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 Warrant shall not be interpreted or construed with any presumption against the party causing this Warrant to be drafted. The Company and the Holder agree that venue for any dispute arising under this Warrant 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 Holder irrevocably consent to personal jurisdiction in the state and federal courts of the State of New York. The Company and the Holder 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 Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing in this Section 11 shall affect or limit any right to serve process in any other manner permitted by law. The Company agrees to pay all costs and expenses of enforcement of this Warrant, including, without limitation, reasonable attorneys' fees and expenses. The parties hereby waive all rights to a trial by jury.

12. 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 by 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 oc cur. The addresses for such communications shall be as set forth in the Purchase Agreement. Any party hereto may from time to time change its address for notices by giving written notice of such changed address to the other party hereto.

13. Warrant Agent. The Company may, by written notice to each Holder of this Warrant, appoint an agent having an office in New York, New York for the purpose of issuing Warrant Shares on the exercise of this Warrant pursuant to subsection (b) of Section 2 hereof, exchanging this Warrant pursuant to subsection (d) of Section 2 hereof or replacing this Warrant pursuant to subsection (d) of Section 3 hereof, or any of the foregoing, and thereafter any such issuance, exchange or replacement, as the case may be, shall be made at such office by such agent.

14. Remedies. The Company stipulates that the remedies at law of the Holder of this Warrant in the event of any default or threatened default by the Company in the performance of or compliance with any of the terms of this Warrant are not and will not be adequate and that, to the fullest extent permitted by law, such terms may be specifically enforced by a decree for the specific performance of any agreement contained herein or by an injunction against a violation of any of the terms hereof or otherwise.

15. Successors and Assigns. This Warrant and the rights evidenced hereby shall inure to the benefit of and be binding upon the successors and assigns of the Company, the Holder hereof and (to the extent provided herein) the Holders of Warrant Shares issued pursuant hereto, and shall be enforceable by any such Holder or Holder of Warrant Shares.

16. Modification and Severability. If, in any action before any court or agency legally empowered to enforce any provision contained herein, any provision hereof is found to be unenforceable, then such provision shall be deemed modified to the extent necessary to make it enforceable by such court or agency. If any such provision is not enforceable as set forth in the preceding sentence, the unenforceability of such provision shall not affect the other provisions of this Warrant, but this Warrant shall be construed as if such unenforceable provision had never been contained herein.

17. Headings. The headings of the Sections of this Warrant are for convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

18. Registration Rights. The Holder of this Warrant is entitled to the benefit of certain registration rights with respect to the Warrant Shares issuable upon the exercise of this Warrant pursuant to that certain Amended and Restated Registration Rights Agreement, dated October 5, 2010, by and among the Company, the Holder and Vicis Capital Master Fund (the "Registration Rights Agreement") and the registration rights with respect to the Warrant Shares issuable upon the exercise of this Warrant by any subsequent Holder may only be assigned in accordance with the terms and provisions of the Registration Rights Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company has executed this Warrant as of the day and year first above written.

OPTIMIZERx CORPORATION

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

OPTIMIZERx CORPORATION

FORM OF EXERCISE NOTICE

The undersigned holder hereby exercises the right to purchase _____ of the shares of Common Stock ("Warrant Shares") of OPTIMIZERx Corporation, a Nevada corporation (the "Company"), evidenced by the attached Warrant to Purchase Common Stock (the "Warrant"). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

Dated:_____ Signature _____
Address _____
_____

Number of shares of Common Stock beneficially owned or deemed beneficially owned by the Holder on the date of Exercise: _____

The undersigned is an "accredited investor" as defined in Regulation D under the Securities Act of 1933, as amended.

The undersigned intends that payment of the Warrant Price shall be made as (check one):

Cash Exercise_____

Cashless Exercise_____

If the Holder has elected a Cash Exercise, the Holder shall pay the sum of $_____ by certified or official bank check (or via wire transfer) to the Company in accordance with the terms of the Warrant.

X=Y-[(A)(Y)/B]

If the Holder has elected a Cashless Exercise, a certificate shall be issued to the Holder for the number of shares equal to the whole number portion of the product of the calculation set forth below, which is _____. The Company shall pay a cash adjustment in respect of the fractional portion of the product of the calculation set forth below in an amount equal to the product of the fractional portion of such product and the Per Share Market Value on the date of exercise, which product isX=Y-[(A)(Y)/B].

Where:

The number of shares of Common Stock to be issued to the Holder _____("X").

The number of shares of Common Stock purchasable upon exercise of all of the Warrant or, if only a portion of the Warrant is being exercised, the portion of the Warrant being exercised _____ ("Y").

The Warrant Price _____ ("A").

The Per Share Market Value of one share of Common Stock _____ ("B").

ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ the within Warrant and all rights evidenced thereby and does irrevocably constitute and appoint _____, attorney, to transfer the said Warrant on the books of the within named corporation.

Dated:_____ Signature _____
Address _____
_____

PARTIAL ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ the right to purchase _____ Warrant Shares evidenced by the within Warrant together with all rights therein, and does irrevocably constitute and appoint _____, attorney, to transfer that part of the said Warrant on the books of the within named corporation.

Dated:_____ Signature _____
Address _____
_____

FOR USE BY THE ISSUER ONLY:

This Warrant No. W-C-___ canceled (or transferred or exchanged) this _____ day of _____, _____, shares of Common Stock issued therefor in the name of _____, Warrant No. W-C-_____ issued for ____ shares of Common Stock in the name of _____.

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS WARRANT NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE 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 SECU RED BY THE SECURITIES.

CONTINGENT WARRANT TO PURCHASE

SHARES OF COMMON STOCK

OF

OPTIMIZERx CORPORATION

Expires: See Section 1

No.: W-C-02 Number of Shares: See Section 2(a)
Date of Issuance: October 5, 2010

FOR VALUE RECEIVED, the undersigned, OptimizeRx Corporation, a Nevada corporation (together with its successors and assigns, the "Company"), hereby certifies that Physicians Interactive Inc. ("PI") or its registered assigns is entitled, subject to the terms set forth below, to subscribe for and purchase at any time on or after the date this Warrant becomes exercisable pursuant to Section 2 below, up to the number of shares of validly issued, fully paid and non-assessable Common Stock, par value $.001 per share, of the Company ("Common Stock") set forth in Section 2, below, at a purchase price equal to the Wa rrant Price then in effect, subject, however, to the provisions and upon the term and conditions hereinafter set forth. This Warrant has been executed and delivered pursuant to the Securities Purchase Agreement dated as of September __, 2010 (the "Purchase Agreement") by and between the Company and the Purchaser. Capitalized terms used and not otherwise defined herein shall have the meanings set forth for such terms in the Purchase Agreement. Capitalized terms used in this Warrant and not otherwise defined herein shall have the respective meanings specified in Section 9 hereof.

1. Expiration. This Warrant shall expire at 6:00 p.m., Eastern Time, on the date that is seven years after the Date of Issuance (the "Expiration Date").

2. Warrant Shares; Vesting and Exercise Period.

(a) Calculation of Shares. As of the Date of Issuance of this Warrant, this Warrant does not entitle the Holder to purchase any shares of Common Stock or other securities of the Company; provided, however, that this Warrant shall entitle the Holder to purchase up to 1,000,000 shares of the duly authorized, validly issued, fully-paid and non-assessable Common Stock of the Company, par value $.001 per share, at an exercise price equal to the Warrant Price then in effect according to the following:

(i) If the PI Revenue Contribution exceeds 25%, but is less than 40%, of the Company's total revenue in 2011, then the Holder shall be entitled to purchase 500,000 shares of Common Stock of the Company; or

(ii) If the PI Revenue Contribution is equal to or greater than 40% of the Company's total revenue in 2011, then the Holder shall be entitled to purchase 1,000,000 shares of Common Stock of the Company; or

(iii) If the PI Revenue Contribution exceeds $4 million in 2011, then the Holder shall be entitled to purchase 1,000,000 shares of Common Stock of the Company.

For purposes of clarity, the maximum number of shares of Common Stock issuable to the Holder under this Section 2(a) shall be 1,000,000, even if the conditions in both 2(a)(ii) and 2(a)(iii) above are satisfied.

For purposes of this calculation, the "PI Revenue Contribution" shall mean all revenue earned by the Company or its subsidiaries from royalties, fees or revenues received by the Company in connection with the Strategic Partnering Agreement dated September __, 2010 (the "Partnership Agreement"), including without limitation (w) all royalties and fees paid by PIH to the Company under the Partnership Agreement, (x) all revenues for Vouchers or other products of the Company that are distributed through PIH Solutions or Combined Solutions, (y) all revenues earned arising from Vouchers or other products of the Company that are distributed through a SampleMD Solution to a physician who first a ccesses such products through PIH Solutions or Combined Solutions and (z) all revenues earned arising from Vouchers or other products of the Company that are distributed through the SampleMD Widget to a physician who first downloaded the SampleMD Widget through PIH Solutions or Combined Solutions. All capitalized terms used but not defined in this paragraph shall have the meanings attributable to such terms in the Partnership Agreement.

(b) Procedure. On or prior to February 28, 2012, the Company will prepare and deliver or cause to be prepared and delivered to Holder a calculation of the Company's total revenue for calendar year 2011 and the amount of PI Revenue Contribution, in each case in reasonable detail and, with respect to the calculation of the PI Revenue Contribution, setting forth the amounts attributable to each of the components of the PI Revenue Contribution described in clauses (w) through (z) of the definition of PI Revenue Contribution. Such calculations will be prepared and determined in accordance with generally accepted accounting principles applied in a manner consistent with the past practices of the Company, as applicable. The Holder shall have 45 days during which to review the information provided to it pursuant to the preceding sentence, and during such time shall have reasonable access to the accountants, personnel, properties, books and records, work papers of the Company and its accountants used in preparing such information. If, within such 45-day period, the Holder determines in good faith that the information provided has not been prepared or determined in accordance with this Warrant or is otherwise inaccurate, the Holder shall give written notice to the Company (an "Objection Notice") within such 45-day period (i) setting forth its proposed changes to such information and (ii) specifying in reasonable detail its basis for disagreement with the Company's preparation and determination of such information. The failure by the Hol der to deliver an Objection Notice within such 45-day period will constitute the acceptance by such party of the revenue computation delivered to it by the Company. If the Company and Holder are unable to resolve any disagreement between them with respect to the PI Revenue Contribution within 15 days after the delivery of an Objection Notice (or such longer period as the Company and Holder may agree), the items in dispute shall be referred to a nationally recognized independent accounting firm reasonably acceptable to both the Company and Holder that shall not be the principal accounting or auditing firm of, and shall not have otherwise provided within the past three years any material services to, the Company or the Holder (the "Independent Accountants"). The Independent Accountants shall, acting as an expert and not as an arbitrator, determine in accordance with this Warrant, and only with respect to the diff erences submitted to it, whether and to what extent, if any, the PI Revenue Contribution calculation requires adjustment. The Company and Holder shall direct the Independent Accountants to use all reasonable efforts to render its determination within 30 days after such referral. The Independent Accountants' determination regarding any such adjustment shall, absent manifest error, be conclusive and binding. The Company shall make readily available to the Independent Accountants all relevant books and records and any work papers (including those of such parties' respective accountants) relating to the revenue calculations and all other items reasonably requested by the Independent Accountants. The obligation to pay the fees and expenses of the Independent Accountants with respect to its determination shall be allocated between the Company, on the one hand, and/or Holder, on the other hand, based upon the percentage which the portion of the contested amoun t not determined in the favor of each party bears to the amount actually contested by such party, as determined by the Independent Accountants.

(c) Vesting and Exercise Period. From and after the date on which the PI Revenue Contribution is finally determined (such date, the "Effective Date"), this Warrant shall be fully vested and exercisable in whole or in part by the Holder from and after the Effective Date with respect to the number of Warrant Shares resulting from the calculation set forth in Section 2(a).

3. Method of Exercise; Payment; Issuance of New Warrant; Transfer and Exchange.

(a) Time of Exercise. The purchase rights represented by this Warrant may be exercised in whole or in part from and after the Effective Date and no later than the Expiration Date.

(b) Method of Exercise. The Holder hereof may exercise this Warrant, in whole or in part, by the surrender of this Warrant (with the exercise form attached hereto duly executed) at the principal office of the Company, and by the payment to the Company of an amount of consideration therefor equal to the Warrant Price in effect on the date of such exercise multiplied by the number of Warrant Shares with respect to which this Warrant is then being exercised, payable at such Holder's election (i) by certified or official bank check or by wire transfer to an account designated by the Company, (ii) by "cashless exercise" in accordance with the provisions of subsection (c) of this Sect ion 3, but only when a registration statement under the Securities Act providing for the resale of the Warrant Shares is not then in effect, or (iii) when permitted by clause (ii), by a combination of the foregoing methods of payment selected by the Holder of this Warrant.

(c) Cashless Exercise. Notwithstanding any provisions herein to the contrary and commencing six months following the Original Issue Date if (i) the Per Share Market Value of one share of Common Stock is greater than the Warrant Price (at the date of calculation as set forth below) and (ii) a registration statement under the Securities Act providing for the resale of the Warrant Shares is not in effect in accordance with the terms of the Registration Rights Agreement at the time of exercise, in lieu of exercising this Warrant by payment of cash, the Holder may exercise this Warrant by a cashless exercise and shall receive the number of shares of Common Stock equal to an amount (as determined below) by surrender of this Warrant at the principal office of the Company together with the properly endorsed Notice of Exercise in which event the Company shall issue to the Holder a number of shares of Common Stock computed using the following formula:

$$X=Y-[(A)(Y)/B]$$

Where
X = the number of shares of Common Stock to be issued to the Holder.
Y = the number of shares of Common Stock purchasable upon exercise of all of the Warrant or, if only a portion of the Warrant is being
A = exercised, the portion of the Warrant being exercised.
B = the Warrant Price.
the Per Share Market Value of one share of Common Stock.

(d) Issuance of Stock Certificates. In the event of any exercise of this Warrant in accordance with and subject to the terms and conditions hereof, certificates for the Warrant Shares so purchased shall be dated the date of such exercise and delivered to the Holder hereof within a reasonable time, not exceeding three Trading Days after such exercise (the "Delivery Date") or, at the request of the Holder (provided that a registration statement under the Securities Act providing for the resale of the Warrant Shares is then in effect), issued and delivered to the Depository Trust Company ("DTC") account on the Holder's behalf via the Deposit Withdrawal Agent Commission System ("DWAC") within a reasonable time, not exceeding three Trading Days after such exercise, and the Holder hereof shall be deemed for all purposes to be the holder of the Warrant Shares so purchased as of the date of such exercise. Notwithstanding the foregoing to the contrary, the Company or its transfer agent shall only be obligated to issue and deliver the shares to the DTC on a holder's behalf via DWAC if such exercise is in connection with a sale and the Company and its transfer agent are participating in DTC through the DWAC system. The Holder shall deliver this original Warrant, or an indemnification undertaking with respect to such Warrant in the case of its loss, theft or destruction, at such time that this Warrant is fully exercised. With respect to par tial exercises of this Warrant, the Company shall keep written records for the Holder of the number of Warrant Shares exercised as of each date of exercise.

(e) Compensation for Buy-In on Failure to Timely Deliver Certificates Upon Exercise.

(i) The Company understands that a delay in the delivery of the shares of Common Stock upon exercise of this Warrant beyond the Delivery Date could result in economic loss to the Holder. If the Company fails to deliver to the Holder such shares via DWAC or a certificate or certificates pursuant to this Section hereunder by the Delivery Date, the Company shall pay to the Holder, in cash, for each $500 of Warrant Shares (based on the Closing Price of the Common Stock on the date such Securities are submitted to the Company's transfer agent), $5 per Trading Day (increasing to $10 per Trading Day five Trading Days after such damages have begun to accrue and increasing to $15 per Trading Day ten Trading Days after such damages have begun to accrue) for each Trading Day after the Delivery Date until such certificate is delivered (which amount shall be paid as liquidated damages and not as a penalty). Nothing herein shall limit a Holder'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 Holder 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. Notwithstanding anything to the contrary contained herein, the Holder shall be entitled to withdraw an Exercise Notice, and upon such withdrawal the Company shall only be obligated to pay the liquidated damages accrued in accordance with this Section 3(e)(i) through the date the Exercise Notice is withdrawn.

(ii) In addition to any other rights available to the Holder, if the Company fails to cause its transfer agent to transmit to the Holder a certificate or certificates representing the Warrant Shares pursuant to an exercise on or before the Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (1) pay in cash to the Holder the amount by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (A) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (B) the price at which the sell order giving rise to such purchase obligation was executed, and (2) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (1) of the immediately preceding sentence the Company shall be required to pay the Holder $1,0 00. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In, together with applicable confirmations and other evidence reasonably requested by the Company. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon exercise of this Warrant as required pursuant to the terms hereof.

(f) Transferability of Warrant. Subject to Section 3(h) hereof, this Warrant may be transferred by a Holder, in whole or in part, subject only to the restrictions specified in the Purchase Agreement. If transferred pursuant to this paragraph, this Warrant may be transferred on the books of the Company by the Holder hereof in person or by duly authorized attorney, upon surrender of this Warrant at the principal office of the Company, properly endorsed (by the Holder executing an assignment in the form attached hereto) and upon payment of any necessary transfer tax or other governmental charge imposed upon such transfer. This War rant is exchangeable at the principal office of the Company for Warrants to purchase the same aggregate number of Warrant Shares, each new Warrant to represent the right to purchase such number of Warrant Shares as the Holder hereof shall designate at the time of such exchange. All Warrants issued on transfers or exchanges shall be dated the Original Issue Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

(g) Continuing Rights of Holder. The Company will, at the time of or at any time after each exercise of this Warrant, upon the request of the Holder hereof, acknowledge in writing the extent, if any, of its continuing obligation to afford to such Holder all rights to which such Holder shall continue to be entitled after such exercise in accordance with the terms of this Warrant, provided that if any such Holder shall fail to make any such request, the failure shall not affect the continuing obligation of the Company to afford such rights to such Holder.

(h) Compliance with Securities Laws.

(i) The Holder of this Warrant, by acceptance hereof, acknowledges that this Warrant and the Warrant Shares to be issued upon exercise hereof are being acquired solely for the Holder's own account and not as a nominee for any other party, and for investment, and that the Holder will not offer, sell or otherwise dispose of this Warrant or any Warrant Shares to be issued upon exercise hereof except pursuant to an effective registration statement, or an exemption from registration, under the Securities Act and any applicable state securities laws.

(ii) Except as provided in paragraph (iii) below, this Warrant and all certificates representing Warrant Shares issued upon exercise hereof shall be stamped or imprinted with a legend in substantially the following form:

> 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 T HE SECURITIES.

(iii) The Company agrees to reissue this Warrant or certificates representing any of the Warrant Shares, without the legend set forth above if at such time, prior to making any transfer of any such securities, the Holder shall give written notice to the Company describing the manner and terms of such transfer. Such proposed transfer will not be effected until: (a) either (i) the Company has received an opinion of counsel reasonably satisfactory to the Company, to the effect that the registration of such securities under the Securities Act is not required in connection with such proposed transfer, (ii) a registration statement under the Securities Act covering such proposed disposition has been filed by the Company with the Securities and Exchange Commission an d has become effective under the Securities Act, (iii) the Company has received other evidence reasonably satisfactory to the Company that such registration and qualification under the Securities Act and state securities laws are not required, or (iv) the Holder provides the Company with reasonable assurances that such security can be sold pursuant to Rule 144 under the Securities Act; and (b) either (i) the Company has received an opinion of counsel reasonably satisfactory to the Company, to the effect that registration or qualification under the securities or "blue sky" laws of any state is not required in connection with such proposed disposition, or (ii) compliance with applicable state securities or "blue sky" laws has been effected or a valid exemption exists with respect thereto. The Company will respond to any such notice from a holder within three Trading Days. In the case of any proposed transfer under this Section 3(h), the Company will use reasonable efforts to comply with any such applicable state securities or "blue sky" laws, but shall in no event be required, (x) to qualify to do business in any state where it is not then qualified, (y) to take any action that would subject it to tax or to the general service of process in any state where it is not then subject, or (z) to comply with state securities or "blue sky" laws of any state for which registration by coordination is unavailable to the Company. The restrictions on transfer contained in this Section 3(h) shall be in addition to, and not by way of limitation of, any other restrictions on transfer contained in any other section of this Warrant. Whenever a certificate representing the Warrant Shares is required to be issued to a the Holder without a legend, in lieu of delivering physical certificates representing the Warrant Shares, the Company shall cause its transfer agent to electronically transmit the Warrant Shares to the Holder by crediting the ac count of the Holder's Prime Broker with DTC through its DWAC system (to the extent not inconsistent with any provisions of this Warrant or the Purchase Agreement).

(i) No Mandatory Redemption. This Warrant may not be called or redeemed by the Company without the written consent of the Holder.

4. Stock Fully Paid; Reservation and Listing of Shares; Covenants.

(a) Stock Fully Paid. The Company represents, warrants, covenants and agrees that all Warrant Shares which may be issued upon the exercise of this Warrant or otherwise hereunder will, when issued in accordance with the terms of this Warrant, be duly authorized, validly issued, fully paid and non-assessable and free from all taxes, liens and charges created by or through the Company. The Company further covenants and agrees that during the period within which this Warrant may be exercised, the Company will at all times have authorized and reserved for the purpose of the issuance upon exercise of this Warrant a number of authorized but unissued shares of Common Stock equal to at least 10 0% of the number of shares of Common Stock issuable upon exercise of this Warrant without regard to any limitations on exercise.

(b) Reservation. If any shares of Common Stock required to be reserved for issuance upon exercise of this Warrant or as otherwise provided hereunder require registration or qualification with any Governmental Authority under any federal or state law before such shares may be so issued, the Company will in good faith use its best efforts as expeditiously as possible at its expense to cause such shares to be duly registered or qualified. If the Company shall list any shares of Common Stock on any securities exchange or market it will, at its expense, list thereon, and maintain and increase when necessary such listing, of, all Warrant Shares from time to time issued upon exercise of this Warrant or as otherwise provided hereunder (provided that such Warrant Shares have been registered pursuant to a registration statement then in effect under the Securities Act), and, to the extent permissible under the applicable securities exchange rules, all unissued Warrant Shares which are at any time issuable hereunder, so long as any shares of Common Stock shall be so listed. The Company will also so list on each securities exchange or market, and will maintain such listing of, any other securities which the Holder of this Warrant shall be entitled to receive upon the exercise of this Warrant if at the time any securities of the same class shall be listed on such securities exchange or market by the Company.

(c) Loss, Theft, Destruction of Warrants. Upon receipt of evidence satisfactory to the Company of the ownership of and the loss, theft, destruction or mutilation of any Warrant and, in the case of any such loss, theft or destruction, upon receipt of indemnity or security satisfactory to the Company or, in the case of any such mutilation, upon surrender and cancellation of such Warrant, the Company will make and deliver, in lieu of such lost, stolen, destroyed or mutilated Warrant, a new Warrant of like tenor and representing the right to purchase the same number of shares of Common Stock.

(d) Payment of Taxes. The Company will pay any documentary stamp taxes attributable to the initial issuance of the Warrant Shares issuable upon exercise of this Warrant; provided, however, that the Company shall not be required to pay any tax or taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificates representing Warrant Shares in a name other than that of the Holder in respect to which such shares are issued.

5. Adjustment of Warrant Price and Number of Shares Issuable Upon Exercise. At any time after the Date of Issuance, the Warrant Price and the number of shares that are or may become purchasable upon the exercise of this Warrant shall be subject to adjustment from time to time upon the occurrence of certain events described in this Section 5. Upon each adjustment of the Warrant Price, subject to Section 3(a), the Holder of this Warrant shall thereafter be entitled to purchase, at the Warrant Price resulting from such adjustment, the number of shares obtained by multiplying the Warrant Price in effect immediately prior to such adjustment by the numbe r of shares purchasable pursuant hereto immediately prior to such adjustment, and dividing the product thereof by the Warrant Price resulting from such adjustment.

(a) If the Company issues or sells, or in accordance with this Section 5 is deemed to have issued or sold, any shares of Common Stock (including the issuance or sale of shares of Common Stock owned or held by or for the account of the Company for a consideration per share (the "New Issuance Price") less than a price (the "Applicable Price") equal to the Warrant Price in effect immediately prior to such issue or sale (the foregoing a "Dilutive Issuance"), then immediately after such Dilutive Issuance, t he Warrant Price then in effect shall be reduced to the New Issuance Price. For purposes of determining the adjusted Warrant Price under this Section 5, the following shall be applicable:

(i) Issuance of Options. If the Company in any manner grants or sells any Options (defined below) and the lowest price per share for which one share of Common Stock is issuable upon the exercise of any such Option or upon conversion or exchange or exercise of any Convertible Securities (defined below) issuable upon exercise of such Option is less than the Applicable Price, then all of such shares of Common Stock underlying such Option shall be deemed to be outstanding and to have been issued and sold by the Company at the time of the granting or sale of such Option for such price per share. For purposes of this Section 5(a), the "lowest price per share for which one share of Common Stock is issuable upon the exercise of any such Option or upon conversion or exchange or exercise of any Convertible Securities issuable upon exercise of such Option" shall be equal to the sum of the lowest amounts of consideration, if any, received or receivable by the Company with respect to any one share of Common Stock upon granting or sale of the Option, upon exercise of the Option and upon conversion or exchange or exercise of any Convertible Security issuable upon exercise of such Option. No further adjustment of the price of conversion shall be made upon the actual issuance and/or sale of such share of Common Stock or of such Convertible Securities upon the exercise of such Options or upon the actual issuance and/or sale of such Common Stock upon conversion or exchange or exercise of such Convertible Securities. "Convertible Security" or "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 "Option" or "Options" means any rights, warrants or options to subscribe for or purchase shares of Common Stock or Convertible Securities.

(ii) Issuance of Convertible Securities. If the Company in any manner issues or sells any Convertible Securities and the lowest price per share for which one share of Common Stock is issuable upon such conversion or exchange or exercise thereof is less than the Applicable Price, then all shares of Common Stock issuable upon conversion of such Convertible Securities shall be deemed to be outstanding and to have been issued and sold by the Company at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this Section 5(a)(ii), the "lowest price per share for which one share of Common Stock is issuable upon such conversion or exchange or exercise" shall be equal to the sum of the lowest amounts of consideration, if any, received or receivable by the Company with respect to any one share of Common Stock upon the issuance or sale of the Convertible Security and upon the conversion or exchange or exercise of such Convertible Security. No further adjustment of the Warrant Price shall be made upon the actual issuance of such share of Common Stock upon conversion or exchange or exercise of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustment of the price of conversion had been or are to be made pursuant to other provisions of this Section 5, no further adjustment of the Warrant Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Rate of Conversion. If the purchase price provided for in any Options, the additional consideration, if any, payable upon the issue, conversion, exchange or exercise of any Convertible Securities, or the rate at which any Convertible Securities are convertible into or exchangeable or exercisable for Common Stock changes at any time, the Warrant Price in effect at the time of such change shall be adjusted to the Warrant Price which would have been in effect at such time had such Options or Convertible Securities provided for such changed purchase price, additional consideration or changed conversion rate, as the case may be, at the time initially granted, issued or sold. For purposes of this Section 5(a)(iii), if the terms of any Option or Convertible Security that was outstanding as of the Issuance Date are issued are changed in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the Common Stock deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such change. No adjustment shall be made if such adjustment would result in an increase of the Warrant Price then in effect.

(iv) Calculation of Consideration Received. If any Option is issued in connection with the issue or sale of other securities of the Company, together comprising one integrated transaction in which no specific consideration is allocated to such Options by the parties thereto, the Options will be deemed to have been issued for a consideration of $0.01. If any Common Stock, Options or Convertible Securities are issued or sold or deemed to have been issued or sold for cash, the consideration received therefor will be deemed to be the gross amount paid by the purchaser of such Common Stock, Options, or Convertible Securities, before any commissions, di scounts, fees or expenses. If any Common Stock, Options or Convertible Securities are issued to the owners of the non-surviving entity in connection with any merger in which the Company is the surviving entity, the amount of consideration therefor will be deemed to be the fair value of such portion of the net assets and business (including goodwill) of the non-surviving entity as is attributable to such Common Stock, Options or Convertible Securities, as the case may be. If any Common Stock, Options or Convertible Securities are issued or sold or deemed to have been issued or sold for non-cash consideration, the consideration received therefore will be deemed to be the fair value of such non-cash consideration as determined in good faith by the board of directors of the Company. No adjustment shall be made if such adjustment would result in an increase of the Warrant Price then in effect.

(v) Record Date. If the Company takes a record of the holders of Common Stock for the purpose of entitling them (i) to receive a dividend or other distribution payable in Common Stock, Options or in Convertible Securities or (ii) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date will be deemed to be the date of the issue or sale of the Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(b) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity-equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company pursuant to this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller n umber of shares, or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Warrant Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted. Any adjustment made pursuant to this Section 5(b) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(c) Pro Rata Distributions. If the Company, at any time prior to the Expiration Date, shall distribute to all holders of Common Stock (and not to Holders of the Warrants) evidences of its indebtedness or assets (including cash and cash dividends) or rights or warrants to subscribe for or purchase any security other than the Common Stock, then in each such case the Warrant Price shall be adjusted by multiplying the Warrant Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the Volume-Weighted Average Price ("VWAP") determined as of the record date mentioned above, and of which the numerator shall be such VWAP on such record date less the then per share fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of the Common Stock as determined by the board of directors of the Company in good faith. The adjustment shall be described in a statement provided to the Holder. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(d) Fundamental Transactions. If, at any time while this Warrant is outstanding, there is a Fundamental Transaction (defined below), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, (a) the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable upon or as a resu lt of such reorganization, reclassification, merger, consolidation or disposition of assets by a Holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event or (b) if the Company is acquired in an all-cash transaction, cash equal to the value of this Warrant as determined by use of the Black Scholes Option Pricing Model reflecting (i) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of this Warrant as of such date of request and (ii) an expected volatility equal to the 100-day volatility obtained from the HVT function on Bloomberg for the 100-day period ending on the date of the Change of Control Redemption Notice. For purposes of any such exercise, the determination of the Warrant Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Warrant Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant consistent with the foregoing provisions and evidencing the Holder's right to exercise such warrant into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 5(d) and insuring that this Warrant (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction. "Fundamental Transaction" means that the Company shall, directly or indirectly, in one or more related transactions, (i) consolidate or merge with or into (whether or not the Company is the surviving corporation) another Person, or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company to another Person, or (iii) allow another Person or Persons to make a purchase, tender or exchange offer that is accepted by the holders of more than the 50% of the outstanding shares of Voting Stock (not including any shares of Voting Stock held by the Person or Persons making or party to, or associated or affiliated with the Person or Persons making or party to, such purchase, tender or exchange offer), or (iv) consummate a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than the 50% of either the outstanding shares of Voting Stock (not including any shares of Voting Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock purchase agreement or other business combination), or (v) reorganize, recapitalize or reclassify its Common Stock, or (vi) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% of the aggregate Voting Stock of the Company. "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind. "Voting Stock" of a Person means capital stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power to elect, or the general power to appoint, at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time capital stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

(e) Other Events. If any event occurs of the type contemplated by the provisions of this Section 5 but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features), then the Company's board of directors in good faith will make an appropriate adjustment in the Warrant Price so as to be equitable under the circumstances and otherwise protect the rights of the Holders; provided that no such adjustment will increase the Warrant Price as otherwise determined pursuant to this Section 5.

(f) Calculations. All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 5, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

(g) Exceptions to Adjustment of Warrant Price. Notwithstanding the foregoing, the adjustments set forth in this Section 5 shall not apply in respect to the issuance of the following (each, a "Permitted Issuance"):

(i) shares of Common Stock or Options 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 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 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 Warrant, "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

(h) Redemption Right. No sooner than 15 days nor later than ten days prior to the consummation of a corporate change that constitutes a change of control, but not prior to the public announcement of such change of control, the Company shall deliver written notice thereof via facsimile and overnight courier to the Holder (a "Change of Control Notice"). At any time during the period beginning after the Holder's receipt of a Change of Control Notice and ending ten Trading Days after the consummation of such change of control, the Holder may require the Company to redeem all or any portion of this Warrant by delivering written notice thereof ("Change of Control Redemption Notice") to the Company, which Change of Control Redemption Notice shall indicate the amount the Holder is electing to be redeemed. Any such redemption shall be in cash in the amount equal to the value of the remaining unexercised portion of this Warrant on the date of such consummation, which value shall be determined by use of the Black Scholes Option Pricing Model reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of this Warrant as of such date of request and (B) an expected volatility equal to the 100-day volatility obtained from the HVT function on Bloomberg for the 100-day period ending on the date of the Change of Control Redemption Notice.

6. Notice of Adjustments. Whenever the Warrant Price or Warrant Share Number shall be adjusted pursuant to Section 5 hereof (for purposes of this Section 6, each an "adjustment"), the Company shall cause its Chief Financial Officer to prepare and execute a certificate setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated (including a description of the basis on which the Board made any determination hereunder), and the Warrant Price and Warrant Share Number after giving effect to such adjustment, and shall cause copies of such certificate to be delivered to the Holder of this Warrant promptly after each adjustment. Any dispute between the Company and the Holder of this Warrant with respect to the matters set forth in such certificate may at the option of the Holder of this Warrant be submitted to a national or regional accounting firm reasonably acceptable to the Company and the Holder, provided that the Company shall have ten days after receipt of notice from such Holder of its selection of such firm to object thereto, in which case such Holder shall select another such firm and the Company shall have no such right of objection. The firm selected by the Holder of this Warrant as provided in the preceding sentence shall be instructed to deliver a written opinion as to such matters to the Company and such Holder within 30 days after submission to it of such dispute. Such opinion shall be final and binding on the parties hereto. The costs and expenses of the initial accounting firm shall be paid equally by the Company and the Holder and, in the case of an objection by the Company, the costs and expenses of the subsequent accounting firm shall be paid in full by the Company.

7. Fractional Shares. No fractional Warrant Shares will be issued in connection with any exercise hereof, but in lieu of such fractional shares, the Company shall round the number of shares to be issued upon exercise up to the nearest whole number of shares.

8. Ownership Caps and Certain Exercise Restrictions.

(a) Notwithstanding anything to the contrary set forth in this Warrant, at no time may a Holder of this Warrant exercise any portion of this Warrant if the number of shares of Common Stock to be issued pursuant to such exercise would exceed, when aggregated with all other shares of Common Stock beneficially owned by such Holder at such time, the number of shares of Common Stock which would result in such Holder beneficially owning (as determined in accordance with Section 13(d) of the Exchange Act and the rules thereunder) in excess of 4.99% of the then issued and outstanding shares of Common Stock; provided, however, that upon a holder o f this Warrant providing the Company with 61 days notice (pursuant to Section 13 hereof) (the "Waiver Notice") that such Holder would like to waive this Section 8(a) with regard to any or all shares of Common Stock issuable upon exercise of this Warrant, this Section 8(a) will be of no force or effect with regard to all or a portion of the Warrant referenced in the Waiver Notice; provided, further, that this provision shall be of no further force or effect during the 61 days immediately preceding the expiration of the term of this Warrant. In all circumstances, exercise of this Warrant shall be deemed to be the Holder's representation that such exercise conforms to the provisions of this Section 8(a) and the Company shall be under no obligation to verify or ascertain compliance by the Holder with this provision.

(b) The Holder may not exercise the Warrant hereunder to the extent such exercise would result in the Holder beneficially owning (as determined in accordance with Section 13(d) of the Exchange Act and the rules thereunder) in excess of 9.99% of the then issued and outstanding shares of Common Stock, including shares issuable upon exercise of the Warrant held by the Holder after application of this Section; provided, however, that upon a holder of this Warrant providing the Company with a Waiver Notice that such holder would like to waive this Section 8(b) with regard to any or all shares of Commo n Stock issuable upon exercise of this Warrant, this Section 8(b) shall be of no force or effect with regard to those Warrant Shares referenced in the Waiver Notice; provided, further, that this provision shall be of no further force or effect during the 61 days immediately preceding the expiration of the term of this Warrant. In all circumstances, exercise of this Warrant shall be deemed to be the Holder's representation that such exercise conforms to the provisions of this Section 8(b) and the Company shall be under no obligation to verify or ascertain compliance by the Holder with this provision.

9. Definitions. For the purposes of this Warrant, the following terms have the following meanings:

"Articles of Incorporation" means the Articles of Incorporation of the Company as in effect on the Original Issue Date, and as hereafter from time to time amended, modified, supplemented or restated in accordance with the terms hereof and thereof and pursuant to applicable law.

"Board" shall mean the Board of Directors of the Company.

"Capital Stock" means and includes (i) any and all shares, interests, participations or other equivalents of or interests in (however designated) corporate stock, including, without limitation, shares of preferred or preference stock, (ii) all partnership interests (whether general or limited) in any Person which is a partnership, (iii) all membership interests or limited liability company interests in any limited liability company, and (iv) all equity or ownership interests in any Person of any other type.

"Common Stock" means the Common Stock, $0.001 par value per share, of the Company and any other Capital Stock into which such stock may hereafter be changed.

"Governmental Authority" means any governmental, regulatory or self-regulatory entity, department, body, official, authority, commission, board, agency or instrumentality, whether federal, state or local, and whether domestic or foreign.

"Holders" mean the Persons who shall from time to time own any Warrant. The term "Holder" means one of the Holders.

"Independent Appraiser" means a nationally recognized or major regional investment banking firm or firm of independent certified public accountants of recognized standing (which may be the firm that regularly examines the financial statements of the Company) that is regularly engaged in the business of appraising the Capital Stock or assets of corporations or other entities as going concerns, and which is not affiliated with either the Company or the Holder of any Warrant.

"Original Issue Date" means September __, 2010.

"OTC Bulletin Board" means the over-the-counter electronic bulletin board.

"Outstanding Common Stock" means, at any given time, the aggregate amount of outstanding shares of Common Stock, assuming full exercise, conversion or exchange (as applicable) of all options, warrants and other Securities which are convertible into or exercisable or exchangeable for, and any right to subscribe for, shares of Common Stock that are outstanding at such time.

"Person" means an individual, corporation, limited liability company, partnership, joint stock company, trust, unincorporated organization, joint venture, Governmental Authority or other entity of whatever nature.

"Per Share Market Value" means on any particular date (a) the last closing bid price per share of the Common Stock on such date on the OTC Bulletin Board or another registered national stock exchange on which the Common Stock is then listed, or if there is no such price on such date, then the closing bid price on such exchange or quotation system on the date nearest preceding such date, or (b) if the Common Stock is not listed then on the OTC Bulletin Board or any registered national stock exchange, the last closing bid price for a share of Common Stock in the over-the-counter market, as reported by the OTC Bulletin Board or in the National Quotation Bureau Incorporated or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or (c) if the Common Stock is not then reported by the OTC Bulletin Board or the National Quotation Bureau Incorporated (or similar organization or agency succeeding to its functions of reporting prices), then the "Pink Sheet" quotes for the applicable Trading Days preceding such date of determination, or (d) if the Common Stock is not then publicly traded the fair market value of a share of Common Stock as determined by an Independent Appraiser selected in good faith by the Holder; provided, however, that the Company, after receipt of the determination by such Independent Appraiser, shall have the right to select an additional Independent Appraiser, in which case, the fair market value shall be equal to the average of the determinations by each such Independent Appraiser; and pr ovided, further that all determinations of the Per Share Market Value shall be appropriately adjusted for any stock dividends, stock splits or other similar transactions during such period. The determination of fair market value by an Independent Appraiser shall be based upon the fair market value of the Company determined on a going concern basis as between a willing buyer and a willing seller and taking into account all relevant factors determinative of value, and the determination of the additional Independent Appraiser, if any, or of the Independent Appraisers otherwise shall be final and binding on all parties. In determining the fair market value of any shares of Common Stock, no consideration shall be given to any restrictions on transfer of the Common Stock imposed by agreement or by federal or state securities laws, or to the existence or absence of, or any limitations on, voting rights.

"Purchase Agreement" means the Securities Purchase Agreement dated as of September __, 2010, among the Company and the Holder.

"Securities" means any debt or equity securities of the Company, whether now or hereafter authorized, any instrument convertible into or exchangeable for Securities or a Security, and any option, warrant or other right to purchase or acquire any Security. "Security" means one of the Securities.

"Securities Act" means the Securities Act of 1933, as amended, or any similar federal statute then in effect.

"Subsidiary" means any corporation at least 50% of whose outstanding Voting Stock shall at the time be owned directly or indirectly by the Company or by one or more of its Subsidiaries, or by the Company and one or more of its Subsidiaries.

"Term" has the meaning specified in Section 1 hereof.

"Trading Day" means (a) a day on which the Common Stock is traded on the OTC Bulletin Board, or (b) if the Common Stock is not traded on the OTC Bulletin Board, a day on which the Common Stock is quoted in the over-the-counter market as reported by the National Quotation Bureau Incorporated (or any similar organization or agency succeeding its functions of reporting prices); provided, however, that in the event that the Common Stock is not listed or quoted as set forth in (a) or (b) hereof, then Trading Day shall mean any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of New York are authorized or required by law or other government action to close.

"Voting Stock" means, as applied to the Capital Stock of any corporation, Capital Stock of any class or classes (however designated) having ordinary voting power for the election of a majority of the members of the Board of Directors (or other governing body) of such corporation, other than Capital Stock having such power only by reason of the happening of a contingency.

"Warrants" means the Warrants issued and sold pursuant to the Purchase Agreement, including, without limitation, this Warrant, and any other warrants of like tenor issued in substitution or exchange for any thereof pursuant to the provisions of Section 3(c), 3(d) or 3(e) hereof or of any of such other Warrants.

"Warrant Price" initially means $2.00, as such price may be adjusted from time to time as shall result from the adjustments specified in this Warrant, including Section 5 hereto.

"Warrant Share Number" means at any time the aggregate number of Warrant Shares which may at such time be purchased upon exercise of this Warrant, after giving effect to all prior adjustments and increases to such number made or required to be made under the terms hereof.

"Warrant Shares" means shares of Common Stock issuable upon exercise of any Warrant or Warrants or otherwise issuable pursuant to any Warrant or Warrants.

10. Other Notices. In case at any time:

(a) the Company shall make any distributions to the holders of Common Stock; or

(b) the Company shall authorize the granting to all holders of its Common Stock of rights to subscribe for or purchase any shares of Capital Stock of any class or other rights; or

(c) there shall be any reclassification of the Capital Stock of the Company; or

(d) there shall be any capital reorganization by the Company; or

(e) there shall be any (i) consolidation or merger involving the Company or (ii) sale, transfer or other disposition of all or substantially all of the Company's property, assets or business (except a merger or other reorganization in which the Company shall be the surviving corporation and its shares of Capital Stock shall continue to be outstanding and unchanged and except a consolidation, merger, sale, transfer or other disposition involving a wholly-owned subsidiary); or

(f) there shall be a voluntary or involuntary dissolution, liquidation or winding-up of the Company or any partial liquidation of the Company or distribution to holders of Common Stock;

then, in each of such cases, the Company shall give written notice to the Holder of the date on which (i) the books of the Company shall close or a record shall be taken for such dividend, distribution or subscription rights or (ii) such reorganization, reclassification, consolidation, merger, disposition, dissolution, liquidation or winding-up, as the case may be, shall take place. Such notice also shall specify the date as of which the holders of Common Stock of record shall participate in such dividend, distribution or subscription rights, or shall be entitled to exchange their certificates for Common Stock for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, disposition, dissolution, liquidation or winding-up, as the case may be. Such notice shall be g iven at least 20 days prior to the action in question and not less than ten days prior to the record date or the date on which the Company's transfer books are closed in respect thereto. This Warrant entitles the Holder to receive copies of all financial and other information distributed or required to be distributed to the holders of the Common Stock.

11. Amendment and Waiver. Any term, covenant, agreement or condition in this Warrant may be amended, or compliance therewith may be waived (either generally or in a particular instance and either retroactively or prospectively), by a written instrument or written instruments executed by the Company and the Holder; provided, however, that no such amendment or waiver shall reduce the Warrant Share Number, increase the Warrant Price, shorten the period during which this Warrant may be exercised or modify any provision of this Section 11 without the consent of the Holder o f this Warrant. No consideration shall be offered or paid to any person to amend or consent to a waiver or modification of any provision of this Warrant unless the same consideration is also offered to all holders of the Warrants.

12. Governing Law; Jurisdiction. This Warrant 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 Warrant shall not be interpreted or construed with any presumption against the party causing this Warrant to be drafted. The Company and the Holder agree that venue for any dispute arising under this Warrant 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 Holder irrevocably consent to personal jurisdiction in the state and federal courts of the State of New York. The Company and the Holder 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 Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing in this Section 12 shall affect or limit any right to serve process in any other manner permitted by law. The Company agrees to pay all costs and expenses of enforcement of this Warrant, including, without limitation, reasonable attorneys' fees and expenses. The parties hereby waive all rights to a trial by jury.

13. 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 by 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 as set forth in the Purchase Agreement. Any party hereto may from time to time change its address for notices by giving written notice of such changed address to the other party hereto.

14. Warrant Agent. The Company may, by written notice to each Holder of this Warrant, appoint an agent having an office in New York, New York for the purpose of issuing Warrant Shares on the exercise of this Warrant pursuant to subsection (b) of Section 3 hereof, exchanging this Warrant pursuant to subsection (d) of Section 3 hereof or replacing this Warrant pursuant to subsection (d) of Section 3 hereof, or any of the foregoing, and thereafter any such issuance, exchange or replacement, as the case may be, shall be made at such office by such agent.

15. Remedies. The Company stipulates that the remedies at law of the Holder of this Warrant in the event of any default or threatened default by the Company in the performance of or compliance with any of the terms of this Warrant are not and will not be adequate and that, to the fullest extent permitted by law, such terms may be specifically enforced by a decree for the specific performance of any agreement contained herein or by an injunction against a violation of any of the terms hereof or otherwise.

16. Successors and Assigns. This Warrant and the rights evidenced hereby shall inure to the benefit of and be binding upon the successors and assigns of the Company, the Holder hereof and (to the extent provided herein) the Holders of Warrant Shares issued pursuant hereto, and shall be enforceable by any such Holder or Holder of Warrant Shares.

17. Modification and Severability. If, in any action before any court or agency legally empowered to enforce any provision contained herein, any provision hereof is found to be unenforceable, then such provision shall be deemed modified to the extent necessary to make it enforceable by such court or agency. If any such provision is not enforceable as set forth in the preceding sentence, the unenforceability of such provision shall not affect the other provisions of this Warrant, but this Warrant shall be construed as if such unenforceable provision had never been contained herein.

18. Headings. The headings of the Sections of this Warrant are for convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

19. Registration Rights. The Holder of this Warrant is entitled to the benefit of certain registration rights with respect to the Warrant Shares issuable upon the exercise of this Warrant pursuant to that certain Amended and Restated Registration Rights Agreement, dated September __, 2010, by and among the Company, the Holder and Vicis Capital Master Fund (the "Registration Rights Agreement") and the registration rights with respect to the Warrant Shares issuable upon the exercise of this Warrant by any subsequent Holder may only be assigned in accordance with the terms and provisions of the Registrations Rights Agreemen t.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company has executed this Warrant as of the day and year first above written.

OPTIMIZERx CORPORATION

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

OPTIMIZERx CORPORATION

FORM OF EXERCISE NOTICE

The undersigned holder hereby exercises the right to purchase _____ of the shares of Common Stock ("Warrant Shares") of OPTIMIZERx Corporation, a Nevada corporation (the "Company"), evidenced by the attached Contingent Warrant to Purchase Common Stock (the "Contingent Warrant"). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Contingent Warrant.

Dated:_____ Signature _____
Address _____
_____

Number of shares of Common Stock beneficially owned or deemed beneficially owned by the Holder on the date of Exercise: _____

The undersigned is an "accredited investor" as defined in Regulation D under the Securities Act of 1933, as amended.

The undersigned intends that payment of the Warrant Price shall be made as (check one):

Cash Exercise_____

Cashless Exercise_____

If the Holder has elected a Cash Exercise, the Holder shall pay the sum of $_____ by certified or official bank check (or via wire transfer) to the Company in accordance with the terms of the Contingent Warrant.

X=Y-[(A)(Y)/B]

If the Holder has elected a Cashless Exercise, a certificate shall be issued to the Holder for the number of shares equal to the whole number portion of the product of the calculation set forth below, which is _____. The Company shall pay a cash adjustment in respect of the fractional portion of the product of the calculation set forth below in an amount equal to the product of the fractional portion of such product and the Per Share Market Value on the date of exercise, which product is X=Y-[(A)(Y)/B].

Where:

The number of shares of Common Stock to be issued to the Holder _____("X").

The number of shares of Common Stock purchasable upon exercise of all of the Contingent Warrant or, if only a portion of the Contingent Warrant is being exercised, the portion of the Contingent Warrant being exercised _____ ("Y").

The Warrant Price _____ ("A").

The Per Share Market Value of one share of Common Stock _____ ("B").

ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ the within Contingent Warrant and all rights evidenced thereby and does irrevocably constitute and appoint _____, attorney, to transfer the said Contingent Warrant on the books of the within named corporation.

Dated:_____ Signature _____
Address _____
_____

PARTIAL ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ the right to purchase _____ Warrant Shares evidenced by the within Contingent Warrant together with all rights therein, and does irrevocably constitute and appoint _____, attorney, to transfer that part of the said Contingent Warrant on the books of the within named corporation.

Dated:_____ Signature _____
Address _____
_____

FOR USE BY THE ISSUER ONLY:

This Contingent Warrant No. W-C-___ canceled (or transferred or exchanged) this _____ day of _____, _____, shares of Common Stock issued therefor in the name of _____, Contingent Warrant No. W-C-_____ issued for ____ shares of Common Stock in the name of _____.

SECURITIES PURCHASE AGREEMENT

By and Between

OPTIMIZERx CORPORATION

and

PHYSICIANS INTERACTIVE INC.

DATED: OCTOBER 5, 2010

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (the "Agreement"), dated this 5th day of October, 2010, is made by and between OPTIMIZERx CORPORATION, a Nevada corporation (the "Company"), and PHYSICIANS INTERACTIVE INC., a Delaware corporation (the "Purchaser").

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) a Secured Promissory Note in the principal amount of $1,000,000, dated as the date hereof, substantially in the form attached hereto as Exhibit A (the "Note"); (b) a Common Stock Warrant to purchase up to an aggregate of 1,000,000 shares of common stock, par value $.001 per share (the "Common Stock"), of the Company in the form attached hereto as Exhibit B (the "Warrant"); and (c) a Contingent Common Stock Warrant to purchase, upon the occurrence of certain contingencies, up to an aggregate of 1,000,000 shares of Common Stock, par value $.001 per share, in the form attached hereto as Exhibit C (the "Contingent 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 shall issue and sell to the Purchaser, and the Purchaser shall purchase from the Company at the closing of the transactions contemplated hereby (the "Closing"), 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. The Closing shall be deemed to occur at such place, date and time as mutually agreeable to the parties (the "Closing Date"). The parties may participate in the Closing remotely by use of telephone, email and facsimile transmission.

1.3 Closing Matters. At the Closing, subject to the terms and conditions hereof, the following actions shall be taken:

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

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

1.4 Subsequent Financings.

(a) Other than in connection with a Permitted Issuance (defined below), until June 4, 2012 or until prepayment in full of all obligations under the Note, the Purchaser shall have the right to participate in up to 30% 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 Financ ing (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 3.13) 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, then the Company may immediately effect the Subsequent Financing on the terms and with th e Persons set forth in the Subsequent Financing Notice. If by 6:30 p.m. (Eastern Time) on the fifteenth day after the Purchaser has received the Subsequent Financing Notice the Purchaser elects to participate in an amount that is less than 30% of the total amount of the Subsequent Financing, then the Company may immediately effect the remaining portion of such 30% on the terms and with the Persons set forth in the Subsequent Financing Notice. If the Purchaser notifies the Company of its election to participate in the Subsequent Financing prior to 6:30 p.m. (Eastern Time) on such day, the Company shall promptly notify the Purchaser in writing if any other holder(s) of rights to participate in any Subsequent Financing (a "Preemptive Rights Holder") fail to fully exercise such rights in any such Subsequent Financing (a "Remaining Securities Notice"). After receipt of the Remaining Securities Notice by the Purchaser, the Purchaser shall be entitled to at least five days to notify the Company of its intention to purchase all or any portion of the remaining portion of the securities that the Preemptive Rights Holder was entitled to purchase. 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 1.4(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 1.4(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 10% of the then outstanding shares of Common Stock of the Company and Common Stock issuable upon the exercise of warrants outstanding on the date hereof;

(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;

(iii) shares of Series B Convertible Preferred Stock that the Company has the right to sell to Vicis Capital Master Fund ("Vicis") pursuant to a Securities Purchase Agreement dated as of June 4, 2010, by and between Vicis and the Company; and

(iv) shares of Common Stock issued in a bona fide firm commitment underwritten public offering to a broad distribution of purchasers 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.

ARTICLE II

COMPANY SECURITY DOCUMENTS

2.1 Security Agreement. All of the obligations of the Company under the Note 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 second amended and restated security agreement dated of even date herewith between the Company, the holder of the Company's Series B Convertible Preferred Stock (the "Series B Preferred Stockholder"), 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 Note shall be guaranteed pursuant to a 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 (as defined below) 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 second amended and restated guarantor security agreement dated of even date herewith between such Subsidiary, the Series B Preferred Stockholder, 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 3.2 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 no t 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 con ducted 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 (as defined below) 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 100% of the aggregate number of shares of Common Stock to effect the exercise of the Warrant and the Contingent Warrant (collectively, the "Warrant Shares").

(b) The Warrant Shares, when issued and paid for upon exercise of the Warrant, and exercise of the Contingent 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 amended and restated registration rights agreement to be entered into between the Company, the Series B Preferred Stockholder and the Purchaser on even date herewith in the form attached hereto as Exhibit G (the "Registration Rights Agreement"), the Note, the Warrant, the Contingent Warrant, the Security Agreement, the Guaranty Agreement, the Guarantor Security Agreement, the Stockholders' Agreement 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 (which term, for the purposes of this Article III, includes, without limitation, the 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 Note, the Warrant, the Contingent Warrant and the Warrant Shares 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 deli vered 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 Warrant Shares upon exercise of the Warrant and the Contingent 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 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 bec ome 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 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 Cmopany or its Subsidiaries which might prevent the Cmopany 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 IV 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 b y 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 in directly 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. 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 expe nse (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 propert y, 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, eve n 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 Exc hange 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, consis tently 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, 2009:

(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 cause a material liability or obligation of the Company.

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 corporat ion, 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 a greement 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 aggre gate, 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 n ot 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 $100,000 (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 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.

3.30 Ranking of Note. No Indebtedness, capital stock or other security issued by the Company is senior to the Note in right of payment, whether with respect of payment of principal, redemptions, interest, damages or upon liquidation or dissolution or otherwise. Other than the Series B Preferred Stock and the Company's Series A Convertible Preferred Stock, par value $.001 per share, no indebtedness, capital stock or other security issued by the Company is pari passu with the Note in right of payment, whether with respect of payment of principal, redemptions, interest, damages or upon liquidation or dissolution or otherwise.

3.31 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.

3.32 Listing and Maintenance Requirements. Except as set forth on Schedule 3.32, the Company has not, in the twelve 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 mainte nance requirements of such Trading Market. The Company is in compliance with all such maintenance requirements.

3.33 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 Articles 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&# 8217;s issuance of the Warrants or Warrant Shares and the Purchaser's ownership of the Warrants or Warrant Shares.

3.34 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 le gislation 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.

3.35 Disclosure. All disclosure provided to the Purchaser regarding the Company, its business and the transactions contemplated hereby, including the Sechedules 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 representations as to studies and reports prepared by third parties not engaged by the Cmpany 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 Securiti es pursuant to a Registration Statement (as 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. The Purchaser acknowledges that the Securities will be issued pursuant to applicable exemptions from registration under the Securities Act and any applicable state securities laws.

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. The Purchaser is not required to be registered as a broker-dealer under Section 15 of the Exchange Act.

4.4 Experience of 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 and its financial condition is such that it has no need for liquidity with respect to its investment in the Securities to satisfy any existing or con templated undertaking or indebtedness.

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. The Purchaser did not enter into any discussions or initiate any contacts (in each case, regarding the offer or sale of the Securities) as a result of any General Solicitation, nor did the Purchaser decide to enter into this Agreement as a result of any General Solicitation. As used herein, &# 8220;General Solicitation" means any general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act.

4.6 Placement Agent's Fees. 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 Purchaser or any of its affiliates.

ARTICLE V

CONDITIONS TO CLOSING OF THE PURCHASER

The obligation of the Purchaser to purchase the Securities at the Closing is subject to the fulfillment to the Purchaser's satisfaction on or prior to the 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 the Closing Date with the same force and effect as if they had been made on and as of the 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 the 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. With respect to the Closing, the Company shall have delivered the following agreements and documents:

(a) A Note in the principal amount of $1,000,000 in the form of Exhibit A attached hereto;

(b) A Common Stock Warrant to purchase an aggregate of 1,000,000 shares of Common Stock of the Company initially at an initial exercise price of $2.25 in the form of Exhibit B attached hereto;

(c) A Contingent Common Stock Warrant to purchase up to an aggregate of 1,000,000 shares of Common Stock of the Company at an initial exercise price of $2.00 in the form of Exhibit C attached hereto;

(d) The Security Agreement in the form of Exhibit D attached hereto, executed by the Company and the Series B Preferred Stock Holder;

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

(f) The Guarantor Security Agreement in the form of Exhibit F attached hereto, executed by each Subsidiary and the Series B Preferred Stock Holder;

(g) The Registration Rights Agreement in the form of Exhibit G attached hereto, executed by the Company;

(h) A Securityholders' Agreement in the form of Exhibit H attached hereto, executed by the Company and the Series B Preferred Stock Holder;

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

(j) A certificate of an officer of the Company, dated as of the 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 Board resolutions approving the Securities Purchase Agreement, dated June 4, 2010, by and between the Company and Vicis, and the transactions contemplated thereby, (iv) the Articles of Incorporation and Bylaws of the Company, each as amended as of the Closing Date; (v) the names of each officer and director of the Company as of the Closing Date; and (vi) such other matters as the Purchas er shall reasonably request.

5.5 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 the Closing is subject to the fulfillment to its satisfaction on or prior to the Closing Date of each of the following conditions:

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

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

6.3 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 the 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.

6.4 Securities Exemptions. The offer and sale of the Securities to the Purchaser pursuant to this Agreement shall be exempt from the registration requirements of the Securities Act and the registration and/or qualification requirements of all applicable state securities laws.

6.5 Payment of Purchase Price. The Purchaser shall have delivered to the Company, by wire transfer of immediately available funds, full payment of the Purchase Price for the Securities as specified in Section 1.3(b).

ARTICLE VII

AFFIRMATIVE COVENANTS

The Company hereby covenants and agrees, so long as any Securities remain 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 a ny 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 100% of the aggregate number of shares of Common Stock to effect the exercise of the Warrant and the Contingent 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 proper ty 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 or they may be 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 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 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 of the Company to perform 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 a ny 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 30 days prior thereto, of any change of location of such office.

7.14 Payment of the Note. The Company shall pay all unpaid principal, together with any accrued but unpaid interest and other amounts payable on the Note, in the time, the manner and the form as provided in the Note.

7.15 SEC Reporting Requirements. For so long as the Purchaser beneficially owns any of the Securities, and until such time as all the 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 t ermination. As long as the Purchaser owns Securities 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 or Warrant Shares may reasonably request, all to the extent required from time to time to enable such Person to sell such Securities 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 Warrant Shares are registered under an effective registration statement or are saleable under Rule 144, the Company agrees to promptly 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 Warrant Shares, and will take such other action as is nec essary to cause all of the 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 Purchaser's Rights to Elect a Director. Upon Purchaser's election at any time that the Note is outstanding, effected by written notice to the Company, the Company shall take the following actions:

(a) amend its bylaws and take such other action at any such time as necessary to, if necessary, expand the current size of the Board by one member and appoint the person who will be designated by Purchaser to the Board of Directors; provided that, the Company shall not be obligated to appoint any designee of Purchaser 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;

(b) nominate the designee of Purchaser for election to the Board of Directors at all meetings of the stockholders at which, or in all solicitations of written consents pursuant to which, the Board of Directors will be elected; and

(c) reimburse all reasonable out-of-pocket expenses (including travel and lodging) incurred by the director designated by Purchaser in attending meetings of the Board of Directors or committees thereof and secure and maintain D&O insurance reasonably acceptable to Purchaser with a coverage limit of not less than $3,000,000.

7.18 Implementation of Purchaser's Rights to Designate a Board Observer. At any time that Purchaser does not have a designated representative on the Board of Directors of the Company pursuant to Section 7.17, the Purchaser shall be entitled to designate a representative (the "Board Observer") (i) to attend all meetings of the Company's Board of Directors (whether in person, telephonic or otherwise) in a non-voting, observer capacity, and (ii) to attend all meetings of all committees of the Board of Directors (whether in person, telephonic or otherwise), in a non-voting, o bserver capacity. The Company shall also provide Purchaser, concurrently with the Board of Directors (or the committees thereof, as applicable), and in the same manner, notice of such meeting and a copy of all materials provided to such members (including all materials provided to such members in connection with any action to be taken by the Board of Directors or of any committee thereof without a meeting). The Company shall also reimburse all reasonable out-of-pocket expenses (including travel and lodging) incurred by the Board Observer designated by Purchaser in attending meetings of the Board of Directors or committees thereof.

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 Securities remain outstanding, it will not (and not allow any subsidiary to), without the prior written consent of the Purchaser, directly or indirectly:

8.1 Distributions and Redemptions. So long as any amounts are due or are outstanding under the Note, the Company shall not (i) 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 Convertible 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 acquir e 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 th e 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 Priority of Future Securities. Except for issuances to the Purchaser and issuances required by securities issued and outstanding on the date hereof, issue any security (including without limitation any Permitted Indebtedness under Section 8.4) that is senior to or ranks *pari passu* with the Note or 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 50% of the voting securities of the Company, (b) a replacement at one time or over time of more than one-half of t he 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 wh ich 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 authorized 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 Warrant Shares and other Registrable Securities (as defined in the Registration Rights Agreement) is declared effective by the Commission; and (ii) the date the 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 i ssued 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 principal, interest or other obligations under the Note when the same shall become due and payable; and in each case such default shall have continued without cure for five Trading Days (as defined below) after written notice (a "Default Notice") is given to the Company of such default;

(b) 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, provided that the removal from the OTC Bulletin Board is not a result of a market maker's failure to keep the Company quoted on that medium through no fault of the Company, the American Stock Exchange, the Nasdaq Global Market, the Nasdaq Capital Market or The New York Stock Exchange, Inc. for a period of ten consecutive Trading Days and such suspension from listing (or listing on an alternate exchange or quotation system) is not cured within ten days after the tenth consecutive day of such suspension from listing;

(c) the Company shall fail to (i) timely deliver the shares of Common Stock upon exercise of a Warrant by the tenth 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 Trading Days after the incurrence thereof and, solely with respect to item (iii) above, ten Trading Days after the Purchaser delivers a Default Notice to the Company of the incurrence t hereof;

(d) 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 consecutive Trading Days, provided that the Company has not exercised its rights pursuant to Section 3(n) of the Registration Rights Agreement;

(e) 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, Warrant Shares upon exercise of the Warrant and/or the Contingent Warrant;

(f) if the Company or any subsidiary shall default in the performance of any of the covenants contained in this Agreement or the Transaction Documents and (i) such default shall have continued without cure for ten 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;

(g) if the Company or any of 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;

(h) if any representation or warranty made in this Agreement, any Transaction Document or in 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;

(i) 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;

(j) 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 35 days after entry thereof;

(k) 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 invol untary 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;

(l) a proceeding or case shall be commenced in respect of the Company or 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 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 60 days; or

(m) there shall occur an Event of Default under, and as such term is defined in, that certain Securities Purchase Agreement, dated as of as of September 8, 2008, by and between Vicis Capital Master Fund ("Vicis") and the Company or that certain Securities Purchase Agreement, dated as of June 4, 2010, by and between Vicis and the Company.

"Trading Day" means any day on which the Common Stock is traded on the principal securities exchange or securities market on which the Common Stock is then traded.

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 pay immediately 125% of the sum of all unpaid principal on the Note plus all accrued but unpaid interest and other amounts payable thereunder.

(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 unpaid principal amount and/or any accrued but unpaid interest, the Company shall 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 9.2 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 T HE SECURITIES.

Prior to registration of the Warrant Shares under the Securities Act, all such certificates shall bear the restrictive legend specified in this Section 10.1. Certificates evidencing the 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 Warrant Shares pursuant to Rule 144, or (iii) if such 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 th e 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 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 Warrant or the Contingent Warrant is exercised at a time when there is an effective registration statement to cover the resale of the Warrant Shares, such 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 Warrant Shares or at such time as such legend is no longer required under this Section 10.1, it will, no later than five Trading Days following the delivery by the Purchaser to the Company or the Company's transfer agent of a certificate representing 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 Warrant Shares is required to be issued to the Purchaser without a legend, in lieu of delivering physical certificates representing the 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 Warrant Shares to the Purchaser by crediting th e 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 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 Warrant Shares (based on the closing price of the Common Stock reported by the principal Trading Market on the date such Securities a re submitted to the Company's transfer agent) subject to Section 10.1, $10 per Trading Day (increasing to $15 per Trading Day five Trading Days after such damages have begun to accrue and increasing to $20 per Trading Day ten 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. For the avoidance of doubt, the Company shall indemnify and hold harmless the Purchaser from and against any Losses incurred by the Purchaser in connection with actions taken to enforce its indemnification rights under this Article XI. Notwithstanding anything in this Article XI to the contrary, the Company will not be liable to the Purchaser under this Section 11.1 (a) for any settlement by the Purchaser effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed, unless such settlement is made in accordance with Section 11.2(c), or (b) to the extent that a loss, claim, damage or liability arises from (i) the Purchaser's breach of any of the representations, warranties, covenants or agreements made by the Purchaser in this Agreement or in the other Transaction Documents, or (ii) any violations by the Purchaser of state or federal securities laws or any conduc t 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 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 cos ts 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 New York.

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:

Joseph J. DeVito, Esq.
Howard & Howard Attorneys PLLC
450 West Fourth Street
Royal Oak, MI 48067
Phone: (248) 723-0323
Fax: (248) 645- 1568
Email: jjd@h2law.com

if to the Purchaser:

Physicians Interactive Inc.
100 Locke Drive
Marlborough, MA 01752
Attn: Donato J. Trumato
Phone: (508) 460-6500
Fax: (508) 460-6510

with a copy to:

Robert Ott, Esq.
Arnold & Porter LLP
1600 Tysons Boulevard
Suite 900
McLean, VA 22102
Phone: (703) 720-7005
Fax: (703) 720-7399

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 bre ach 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 a djudicated 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, except that, upon the Closing, the Company shall pay all reasonable, documented third-party fees and expenses incurred by the Purchaser in connection with this Agreement and the transactions contemplated hereby, including, without limitation, all actual reasonable attorneys' fees and expenses, up to a maximum of $50,000. 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 NEW YORK 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 BR OUGHT 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.

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:

PHYSICIANS INTERACTIVE INC.

By:
Name:
Title:

EXHIBIT A

FORM OF SECURED PROMISSORY NOTE

EXHIBIT B

FORM OF COMMON STOCK WARRANT

EXHIBIT C

FORM OF CONTINGENT COMMON STOCK WARRANT

EXHIBIT D

FORM OF SECOND AMENDED AND RESTATED SECURITY AGREEMENT

EXHIBIT E

FORM OF GUARANTY AGREEMENT

EXHIBIT F

FORM OF AMENDED AND RESTATED GUARANTOR SECURITY AGREEMENT

EXHIBIT G

FORM OF AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

EXHIBIT H

FORM OF SECURITYHOLDERS' AGREEMENT
OptimizeRx Corporation
Schedules

Schedule 2.2

OptimizeRx Corporation, a Michigan corporation.

Schedule 3.2

OptimizeRx Corporation, a Michigan corporation.

Schedule 3.3(a)

None.

Schedule 3.4(a)

See attached Excel spreadsheet.

Schedule 3.4(b)

See attached Excel spreadsheet.

Schedule 3.12

None.

Schedule 3.13

See attached balance sheet as of September 23, 2010.

Schedule 3.14

None.

Schedule 3.15

None, except as expressly disclosed in SEC filings.

Schedule 3.19

None, other than employment agreements with management, Vicis agreements and a transfer of patent rights from Mr. David Harrell to Seller, that have been previously provided to Purchaser..

Schedule 3.20

None.

Schedule 3.22

None.

Schedule 3.32

None.

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (this "Guaranty") is made as of October 5, 2010 by and between OptimizeRx Corporation, a Michigan corporation ("Guarantor"), and Physicians Interactive Inc. ("PI"), a Delaware corporation.

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 of even date herewith by and between PI and Issuer (as amended or modified from time to time, the "Purchase Agreement"), Issuer has 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, it is a material inducement to PI entering into the Purchase Agreement and purchasing the Note that Guarantor execute and deliver to PI a guaranty in the form hereof.

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

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 PI as follows:

ARTICLE 1

DEFINITIONS

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

1.1 Event of Default. "Event of Default" shall have the meaning specified in the 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) all debts, liabilities, obligations, covenants and agreements arising under the Note, and any renewal, extension or refinancing thereof; (b) all debts, liabilities, obligations, covenants and agreements of the Issuer contained in the Purchase Agreement or the agreements, instruments or documents executed and/or delivered in connection therewith (collectively, the "Transaction Documents"); and (c) any and all other debts, liabilities and obligations of the Issuer to PI.

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

ARTICLE 2

THE GUARANTY

2.1 The Guaranty. Guarantor, for itself, its successors and assigns, hereby unconditionally and absolutely guarantees to PI 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 PI 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 PI 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 PI 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, PI may enforce this Guaranty independently of any other remedy, guaranty or security PI at any time may have or hold in connection with the Obligations, and it shall not be necessary for PI 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 PI 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 PI may proceed again st any obligor and/or the collateral in such order as it shall determine in its sole and absolute discretion. PI 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 PI 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 PI 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 PI upon the bankruptcy, insolvency or reorganization of any Person, all as though such amount had not been paid. The rights of PI 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 an y 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 Obligation s); (iv) any failure of PI to marshal assets in favor of Issuer or any other Person; (v) any failure of PI 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 PI 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 PI to conduct a commercially reasonable sale or other disposition of any collateral or other security for any Obligation; (vii) any act or omission of PI 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 PI to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person; (x) the election by PI, 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 PI 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 PI 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 PI 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 PI (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 PI during the life of this Guaranty. 0; With respect to any of the Obligations, PI 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 PI 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 PI 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 PI under the Obligations shall have been paid in fu ll, Guarantor hereby agrees that no payment by Guarantor pursuant to this Guaranty shall constitute Guarantor a creditor of Issuer. Until all amounts owing to PI 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 PI in connection with any collateral for the Obligations, and Guarantor expressly waives any right to enforce any remedy that PI 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 PI. 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 PI 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 PI that but for the execution and delivery of this Guaranty by Guarantor, PI would not have purchased the Note. Guarantor acknowledges and agrees that the proceeds of the sale of the Note 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 Purchase Agreement.

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

ARTICLE 5

MISCELLANEOUS

5.1 Expenses and Attorneys' Fees. Guarantor shall pay all reasonable fees and expenses incurred by PI, 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 PI 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 PI 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 contrac ted 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 PI. The provisions of this Guaranty shall be binding upon Guarantor, its successors and permitted assigns and shall inure to the benefit of PI, 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 New York 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. Th e 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 PI or Guarantor (to be delivered care of Issuer) shall be delivered in the manner set forth in Section 12.6 of the Purchase Agreement.

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

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 PI 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 PI TO ENTER INTO THIS TRANSACTION:

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 NEW YORK OR THE FEDERAL COURTS LOCATED IN NEW YORK 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

Guarantor consents to the service of process in any such action or proceeding by certified mail sent to the address specified in Section 12.6 of the Purchase Agreement. Nothing contained herein shall affect the right of PI to serve process in any other manner permitted by law or to commence an action or proceeding in any other jurisdiction.

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

OPTIMIZERX CORPORATION

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

ACCEPTANCE BY PHYSICIANS INTERACTIVE INC.

This Guaranty Agreement is accepted by Physicians Interactive Inc.

PHYSICIANS INTERACTIVE INC.

By:
Name:
Title:

SECOND AMENDED AND RESTATED SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED SECURITY AGREEMENT (this "Security Agreement") is made as of October 5, 2010 by and among OptimizeRx Corporation, a Nevada corporation ("Debtor"), Physicians Interactive Inc. ("PI"), a Delaware corporation, 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, as collateral agent for itself and PI (in such capacity, the "Collateral Agent").

R E C I T A L S

WHEREAS, Debtor and Vicis are parties to that certain Amended and Restated Security Agreement dated as of June 4, 2010 between Debtor and Vicis (the "June 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 Vicis and Debtor (the "Series B Purchase Agreement"), Debtor has issued shares and may issue additional shares of Debtor's Series B Convertible Preferred Stock, par value $.001 per share (the "Series B Preferred Shares" and together with the Series A Preferred Shares, the "Preferred Shares"), to Vicis.

WHEREAS, pursuant to a Securities Purchase Agreement of even date herewith, by and between PI and Debtor (as amended or modified from time to time, the "PI Purchase Agreement"), Debtor has 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, it is a material inducement to PI's execution of the PI Purchase Agreement and purchase of the Note that the Debtor and Vicis execute and deliver to PI a second amended and restated security agreement in the form hereof.

WHEREAS, this Security Agreement is the Security Agreement referred to in the Series B Purchase Agreement and the PI Purchase Agreement.

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 PI and Vicis as follows:

ARTICLE I

DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the PI 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 the Collateral Agent 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 PI 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) Debtor's obligation to pay when due all debts, liabilities, obligations, covenants and agreements arising under the Note; (c) all obligations of the Debtor associated with any renewal, extension, refinancing, or amendment to the terms of the Preferred Shares or the Note; and (d) 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 Second 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 the Collateral Agent 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 Series B Purchase Agreement), and (iii) the Transaction Documents (as that term is defined in the PI 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 the Collateral Agent, 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 the Collateral Agent, Vicis and PI 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 the Collateral Agent 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 t he 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 the Collateral Agent promptly upon request. Debtor also ratifies its authorization for the Collateral Agent 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 Series B Purchase Agreement and PI Purchase Agreement 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 the Collateral Agent and take such action and execute such financing statements and other documents as the Collateral Agent 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 Series B Purchase Agreement and PI Purchase Agreement.

(b) Take any other action requested by the Collateral Agent to ensure the attachment, perfection and first priority of, and the ability of the Collateral Agent 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 the Collateral Agent to enforce, its security interest in su ch 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 the Collateral Agent.

3.3 Locations. Give the Collateral Agent 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 the Collateral Agent as a result of any such relocation in order to maintain the Security Inter est 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 replacemen t 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 the Collateral Agent. Debtor will obtain lender's loss payable endorsements on applicable insurance policies in favor of the Collateral Agent and will provide certificates of such insurance to the Collateral Agent. 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 the Collateral Agent, that such insurer will give 30 days prior written notice to the Collateral Agent before such policy will be altered or canceled. No settlement of any insurance claim shall be made without the Collateral Agent's prior written consent. In the event of any insured loss, Debtor sha ll promptly notify the Collateral Agent thereof in writing, and Debtor hereby authorizes and directs any insurer concerned to make payment of such loss directly to the Collateral Agent as its interest may appear. The Collateral Agent 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 the Collateral Agent, 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 the Collateral Agent and disbursed and applied at the discretion of the Collateral Agent, 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 the Collateral Agent, 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 the Collateral Agent 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, the Collateral Agent 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 the Collateral Agent immediately upon demand, together with interest at an annual rate equal to 10% from the date of disbursement by the Collateral Agent 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, the Collateral Agent may (but is under no obligation so to do):

(a) require Debtor to assemble the Collateral at a place designated by the Collateral Agent, 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 the Collateral Agent 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 the Collateral Agent 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 the Collateral Agent to notify any and all debtors on the Accounts to make payment directly to the Collateral Agent (or to such place as the Collateral Agent may direct); (b) Debtor agrees, on written notice from the Collateral Agent, to deliver to the Collateral Agent 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) the Collateral Agent may, at its option, apply all such payments against the Obligations or remit all or part of such payments to Debtor; and (d) the Collateral Agent 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 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 the Collateral Agent 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 the Collateral Agent deals with similar property for its own account. Neither the Collateral Agent 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 fo r 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 the Collateral Agent 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 the Collateral Agent. Debtor hereby authorizes and directs the Collateral Agent to deposit into a special collateral account to be established and maintained by the Collateral Agent all checks, drafts and cas h 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, the Collateral Agent 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 the Collateral Agent, 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 the Collateral Agent, for deposit into said collateral account, all payments on Accounts and chattel paper received by it. All such payments shall be delivered to the Collateral Agent 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 PI and/or Vicis and shall not be commingled with any funds or property of Debtor.

4.8 Application of Proceeds. The Collateral Agent 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 the Collateral Agent in connection with any sale or other disposition, including attorneys' fees;

(c) to the payment to Vicis and PI of the Obligations then due and owing on a pro-rata *pari passu* basis as follows:

i. to Vicis an amount equal to the product of the total Obligations then due and owing multiplied by a fraction, the numerator being all Obligations then due and owing to Vicis and the denominator being all Obligations then due and owing to Vicis and PI;

ii. to PI an amount equal to the product of the total Obligations then due and owing multiplied by a fraction, the numerator being all Obligations then due and owing to PI and the denominator being all Obligations then due and owing to Vicis and PI; and

(d) to Debtor.

4.9 Other Remedies. No remedy herein conferred upon the Collateral Agent 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 the Collateral Agent 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

COLLATERAL AGENT

5.1 Appointment; Duties. Each of PI and Vicis hereby irrevocably appoints and authorizes the Collateral Agent to act as its collateral agent hereunder with such powers as are specifically delegated to the Collateral Agent by the terms hereof, together with such other powers as are reasonably incidental thereto. The Collateral Agent may execute any of its duties hereunder by or through its agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its duties hereunder. The powers conferred on the Collateral Agent hereunder are solely to protect its interest and the interest of PI and Vicis in the Collateral and shall not impose any duty upon it to exercise any such powers.

5.2 Reliance. The Collateral Agent shall be entitled to rely upon any certification, notice or other communication (including any thereof by telephone, e-mail or other form of electronic communication, or facsimile) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper person and upon advice and statements of legal counsel (which may be counsel for Debtor), independent accountants and other experts selected by the Collateral Agent. The Collateral Agent shall not be required in any way to determine the identity or authority of any person delivering or executing the same.

5.3 Required Consents. Prior to the Maturity Date of the Note and the Maturity Dates of the Series A Preferred Shares and Series B Preferred Shares, as the term "Maturity Date" is defined in the Note and the Certificate of Designation, Preferences, and Rights of the Series A Preferred Stock and the Certificate of Designation, Preferences, and Rights of the Series B Preferred Stock, respectively, as the Maturity Date of the Series A Preferred Shares and Series B Preferred Shares have been deferred by Vicis pursuant to the Securityholders' Agreement, dated as of the date hereof, by and among Vicis, PI and Debtor, the Collateral Agent shall not take any actions under this Agreement without the prior written consent of Vicis and PI, which consent shall not be unreasonably withheld. After the Maturity Date of the Note and the Maturity Date of the Series B Preferred Shares, either Vicis or PI may instruct the Collateral Agent to enforce the rights and remedies available under this Agreement. The Maturity Date of the Note shall not be extended without the prior written consent of Vicis and the Maturity Date of the Series A Preferred Shares and/or Series B Preferred Shares shall not be extended without the prior written consent of PI.

ARTICLE VI
MISCELLANEOUS

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

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

6.3 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 PI and Vicis. The provisions of this Security Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

6.4 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.

6.5 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.

6.6 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.

6.7 Notices. All communications or notices required or permitted by this Security Agreement shall be given to Debtor in accordance with Section 7 of the Securityholders' Agreement of even date hereof by and among Debtor, PI and Vicis (the "Securityholders' Agreement").

6.8 Amendment; No Waiver; Cumulative Remedies. No amendment of this Security Agreement shall be effective unless in writing and signed by Debtor, PI, and Vicis. The Collateral Agent, PI and/or Vicis shall not by any act (except by a written instrument signed by PI and/or 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 the Collateral Agent , PI and/or Vicis, any right, power or privilege hereunder shall operate a s 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 the Collateral Agent, PI and/or Vicis of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Collateral Agent, PI and/or 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.

6.9 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.

6.10 WAIVER OF RIGHT TO JURY TRIAL. PI, 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.

6.11 Submission to Jurisdiction. As a material inducement to PI to make the Investment:

(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 7 of the Securityholders' Agreement.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Second 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: Chief Executive Officer

VICIS CAPITAL MASTER FUND
By: Vicis Capital LLC

By:
Name:
Title:

PHYSICIANS INTERACTIVE INC.

By:
Name:
Title:

SCHEDULE 1 TO SECOND AMENDED AND RESTATED SECURITY AGREEMENT

Locations of Collateral

Organizational ID:

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

407 Sixth Street, Rochester, MI 48307

Collateral Locations:

407 Sixth Street, Rochester, MI 48307

SCHEDULE 2 TO SECOND AMENDED AND RESTATED SECURITY AGREEMENT

Intellectual Property

Patents

Trademarks

Copyrights

SECOND AMENDED AND RESTATED GUARANTOR SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED GUARANTOR SECURITY AGREEMENT (this "Security Agreement") is dated as of October 5, 2010, by and among OptimizeRx Corporation, a Michigan corporation ("Debtor"), Physicians Interactive Inc. ("PI"), a Delaware corporation, 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, as collateral agent for itself and PI (in such capacity, t he "Collateral Agent").

R E C I T A L S

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

WHEREAS, Debtor and Vicis are parties to that certain Amended and Restated Guarantor Security Agreement dated as of June 4, 2010 between Debtor and Vicis (the "June Security Agreement").

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

WHEREAS, it was a condition precedent to Vicis's entrance into the Series B Purchase Agreement and acquisition of the Preferred Shares that Debtor execute and deliver to Vicis the June Security Agreement to secure its obligations, covenants and agreements contained in its Guaranty Agreement, dated as of September 8, 2008, in favor of Vicis, and contained in its Guaranty Agreement, dated as of June 4, 2010, in favor of Vicis (such Guaranty Agreements together, the "Vicis Guaranties").

WHEREAS, pursuant to a Securities Purchase Agreement, of even date herewith, by and between PI and Issuer (as amended or modified from time to time, the "PI Purchase Agreement"), Issuer has 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, it is a material inducement to PI's execution of the PI Purchase Agreement and purchase of the Note that the Debtor and Vicis execute and deliver to PI a second amended and restated security agreement in the form hereof to secure the obligations, covenants and agreements of the Debtor contained in its Guaranty Agreement, dated of even date herewith, in favor of PI (the "PI Guaranty" and, collectively with the Vicis Guaranties, the "Guaranties").

WHEREAS, this is the Guarantor Security Agreement referred to in the Series B Purchase Agreement and PI Purchase Agreement.

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 PI and Vicis as follows:

ARTICLE I

DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the PI 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 the Collateral Agent 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 limi tation 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 PI 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 Second 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 the Collateral Agent 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 Series B Purchase Agreement), and (iii) the Transaction Documents (as that term is defined in the PI 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 the Collateral Agent, 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, the Collateral Agent hereby agrees that, in the event that Debtor and/or any of its subsidiaries should incur any Permitted Senior Indebtedness in accordance with the terms of the Series B Purchase Agreement and PI Purchase Agreement, the Collateral Agent, at the option or discretion of the lender extending the financing facility underlying the Permitted Senior Indebtedness, promptly will release or expressly subordinate to such lender the Collateral Agent'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 Pe rmitted Senior Indebtedness.

2.2 Representations and Warranties. Debtor hereby represents and warrants to the Collateral Agent, PI and 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 the Collateral Agent 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 the Colla teral Agent 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 Series B Purchase Agreement and PI Purchase Agreement 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 the Collateral Agent (but only to the extent the claim of such adverse Person is subordinate or junior to the interest of the Collateral Agent) and take such action and execute such financing statements and other documents as the Collateral Agent 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 Series B Purchase Agreement and PI Purchase Agreement.

(b) Debtor further agrees to take any other commercially reasonable action reasonably requested in writing by the Collateral Agent to ensure the attachment, perfection and second priority of, and the ability of the Collateral Agent 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 the Collateral Agent 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 the Collateral Agent.

3.3 Locations. Give the Collateral Agent 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 the Collateral Agent as a result of any such relocation in order to maintain the Sec urity 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 the Collateral Agent and wil l provide to the Collateral Agent 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 the Collateral Agent, that such insurer will give 30 days prior written notice to the Collateral Agent before such policy will be altered or canceled. No settlement of any insurance claim shall be made without the Collateral Agent'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 the Collateral Agent 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 the Collateral Agent as its interest may appear. The Collateral Agent is authori zed, 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 the Collateral Agent, 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 the Collateral Agent and disbursed and applied at the discretion of the Collateral Agent, 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 the Collateral Agent, 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 the Collateral Agent 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 the Collateral Agent 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, the Collateral Agent 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 the Collateral Agent immediately upon demand, together with interest at an annual rate equal to 10% from the d ate of disbursement by the Collateral Agent to the date of payment by Debtor. If the Collateral Agent effects any insurance on behalf of Debtor, Debtor thereafter may cancel such insurance so effected after providing the Collateral Agent 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, the Collateral Agent may (but is under no obligation so to do):

(a) require Debtor to assemble the Collateral at a place designated by the Collateral Agent, 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 the Collateral Agent 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 the Collateral Agent 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 the Collateral Agent to notify any and all debtors on the Accounts to make payment directly to the Collateral Agent (or to such place as the Collateral Agent may direct); (b) Debtor agrees, on written notice from the Collateral Agent, to deliver to the Collateral Agent 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) the Colla teral Agent 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 the Collateral Agent 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 the Collateral Agent deals with similar property for its own account. Neither the Collateral Agent 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 fo r 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 the Collateral Agent 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 the Collateral Agent. Debtor hereby authorizes and directs the Collateral Agent to deposit into a special collateral account to be established and maintained by the Collateral Agent 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, the Collateral Agent 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 the Collateral Agent, for deposit into said collateral account, all payments on Accounts and chattel paper received by it. All such payments shall be delivered to the Collateral Agent 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 PI and/or Vicis and shall not be commingle d with any funds or property of Debtor.

4.8 Application of Proceeds. The Collateral Agent 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 the Collateral Agent in connection with any sale or other disposition, including attorneys' fees;

(c) to the payment to Vicis and PI of the Obligations then due and owing on a pro-rata *pari passu* basis as follows:

i. to Vicis an amount equal to the product of the total Obligations then due and owing multiplied by a fraction, the numerator being all Obligations then due and owing to Vicis and the denominator being all Obligations then due and owing to Vicis and PI;

ii. to PI an amount equal to the product of the total Obligations then due and owing multiplied by a fraction, the numerator being all Obligations then due and owing to PI and the denominator being all Obligations then due and owing to Vicis and PI; and

(d) to Debtor.

4.9 Other Remedies. No remedy herein conferred upon the Collateral Agent 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 the Collateral Agent 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

COLLATERAL AGENT

5.1 Appointment; Duties. Each of PI and Vicis hereby irrevocably appoints and authorizes the Collateral Agent to act as its collateral agent hereunder with such powers as are specifically delegated to the Collateral Agent by the terms hereof, together with such other powers as are reasonably incidental thereto. The Collateral Agent may execute any of its duties hereunder by or through its agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its duties hereunder. The powers conferred on the Collateral Agent hereunder are solely to protect it s interest and the interest of PI and Vicis in the Collateral and shall not impose any duty upon it to exercise any such powers.

5.2 Reliance. The Collateral Agent shall be entitled to rely upon any certification, notice or other communication (including any thereof by telephone, e-mail or other form of electronic communication, or facsimile) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper person and upon advice and statements of legal counsel (which may be counsel for Debtor), independent accountants and other experts selected by the Collateral Agent. The Collateral Agent shall not be required in any way to determine the identity or authority of any person delivering or executing the same.

5.3 Required Consents. Prior to the Maturity Date of the Note and the Maturity Dates of the Series A Preferred Shares and Series B Preferred Shares, as the term "Maturity Date" is defined in the Note and the Certificate of Designation, Preferences, and Rights of the Series A Preferred Stock and the Certificate of Designation, Preferences, and Rights of the Series B Preferred Stock, respectively, as the Maturity Date of the Series A Preferred Shares and Series B Preferred Shares have been deferred by Vicis pursuant to the Securityholders' Agreement, dated as of the date hereof, by and among Vicis, PI and Debtor, the Collateral Agent shall not take any actions under this Agreement without the prior written consent of Vicis and PI, which consent shall not be unreasonably withheld. After the Maturity Date of the Note and the Maturity Date of the Series B Preferred Shares, either Vicis or PI may instruct the Collateral Agent to enforce the rights and remedies available under this Agreement. The Maturity Date of the Note shall not be extended without the prior written consent of Vicis and the Maturity Date of the Series A Preferred Shares and/or Series B Preferred Shares shall not be extended without the prior written consent of PI.

ARTICLE VI

MISCELLANEOUS

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

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

6.3 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 PI and Vicis. The provisions of this Security Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

6.4 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.

6.5 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.

6.6 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. 0; The article and section headings in this Security Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

6.7 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 7 of the Securityholders' Agreement of even date hereof by and among Debtor, PI and Vicis.

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

6.9 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.

6.10 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.

6.11 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 7 OF THE SECURITYHOLDERS' 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.

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

(signature page follows)

IN WITNESS WHEREOF, this Second 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: Chief Executive Officer

VICIS CAPITAL MASTER FUND
By: Vicis Capital LLC

By:
Name:
Title:

PHYSICIANS INTERACTIVE INC.

By:
Name:
Title:

SCHEDULE 1 TO SECOND AMENDED AND RESTATED GUARANTOR SECURITY AGREEMENT

Locations of Collateral

Organizational ID:

Michigan Corp. Identification Number: 01086G

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

407 Sixth Street, Rochester, MI 48307

Collateral Locations:

407 Sixth Street, Rochester, MI 48307

SCHEDULE 2 TO SECOND AMENDED AND RESTATED GUARANTOR SECURITY AGREEMENT

Intellectual Property

Patents

Trademarks

Copyrights

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

This Amended and Restated Registration Rights Agreement (this "Agreement") is made and entered into as of October 5, 2010, by and between OptimizeRx Corporation, a Nevada corporation (the "Company"), 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"), and Physicians Interactive Inc., a Delaware corporation ("PI").

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 "Prior Agreement").

WHEREAS, pursuant to the Securities Purchase Agreement, dated of even date herewith, between the Company and PI (the "Purchase Agreement"), PI has agreed to purchase from the Company a Warrant to Purchase Common Stock, a Contingent Warrant to Purchase Common Stock (together, the "PI Warrants") and a Secured Promissory Note.

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

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, the Company and Vicis each desire t amend and restate the Prior Agreement in its entirety to add PI as a party to this Agreement and make certain other changes with respect to the rights grante 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.

"PI Warrants" has the meaning set forth in the Recitals.

"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.

"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 and the PI Warrants.

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 Re gistration 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 Registra tion 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 "Additiona l 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 Re gistrable 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 su ch 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 s old 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 Compan y, 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 S ecurities 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 amende d 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 Compan y 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 th ey 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 Re gistrable 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 (collec tively, "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 rig hts 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 o f 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 a ny 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 and PI, 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; provided that no such written consent shall be required with respect to the inclusion as Registrable Securities hereunder the Conversion Shares underlying the up to 15 shares of Series B Preferred Stock that may be sold to Vicis pursuant to Section 1.3(b) of the Series B Purchase 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 ot her 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:	Howard & Howard Attorneys PLLC 450 West Fourth Street Royal Oak, Michigan 48067 Attention: Joseph J. DeVito Tel No.: (248) 723-0323 Fax No.: (248) 645-1568
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
If to PI:	Physicians Interactive Inc. 100 Locke Drive Marlborough, MA 01752 Attention: Tel No.: Fax No.:
with copies (which shall not constitute notice) to:	Arnold & Porter LLP 1600 Tysons Boulevard Suite 900 McLean, VA 22102 Attention: Robert Ott, Esq. Tel No.: (703) 720-7005 Fax No.: (703) 720-7399

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 and PI may assign their respective rights hereunder in the manner and to the Persons as permitted under the Series B Purchase Agreement and Purchase Agreement, respectively.

(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 Series B Purchase Agreement, in the case of Vicis, or the Purchase Agreement, in the case of PI, and in the case of both Vicis and PI, with that Securityholders Agreement, dated as of October 5, 2010, by and among PI, Vicis and the Company. 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 P urchase Agreement and 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this 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

By:_____
Name:
Title:

PHYSICIANS INTERATIVE INC.

By:_____
Name:
Title:

SECURITYHOLDERS' AGREEMENT

This Securityholders' Agreement (this "Agreement") is made and entered into as of October 5, 2010, by and among 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"), and OptimizeRx Corporation, a Nevada corporation (the "Company").

R E C I T A L S

WHEREAS, Vicis owns shares of the Company's Series A Convertible Preferred Stock, par value $.001 per share (the "Series A Preferred Stock"), and Series B Convertible Preferred Stock, par value $.001 per share (the "Series B Preferred Stock"), and a Warrant to purchase shares of Common Stock of the Company (the "Vicis Warrant").

WHEREAS, pursuant to the Securities Purchase Agreement, dated of even date herewith, between the Company and PI (the "PI Purchase Agreement"), PI is purchasing from the Company a Secured Promissory Note in the principal amount of $1,000,000 (the "Note"), a Warrant to Purchase Common Stock, and a Contingent Warrant to Purchase Common Stock (together, the "PI Warrants").

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

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. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the PI Purchase Agreement.

2. Deferral of Maturity Date. Vicis, on behalf of itself and its transferees of Series A Preferred Stock and Series B Preferred Stock, agrees that it (i) hereby defers the Maturity Date of the Series A Preferred Stock and Series B Preferred Stock (as such Maturity Dates are set forth in Article 9 of each of the Certificates of Designation, Preferences, and Rights of the Series A Preferred Stock and Series B Preferred Stock) to the Maturity Date of the Note, and (ii) shall not at any time prior to the Maturity Date of the Note exercise any option available to the holders of (a) Series B Preferred Stock pursuant to Article 9 of the Certificate of Designation, Preferences, and Rig hts of Series B Convertible Preferred Stock of the Company or (b) Series A Preferred Stock pursuant to Article 9 of the Certificate of Designation, Preferences, and Rights of Series A Convertible Preferred Stock of the Company.

3. Amendment to Preemptive Right. With respect to Vicis's rights under Section 1.5 of the Securities Purchase Agreement, dated June 4, 2010, by and between Vicis and the Company (the "Series B Purchase Agreement") to participate up to 100% of each financing of the Company that involves the sale of securities of the Company (other than Permitted Issuances (as defined in the Series B Purchase Agreement)), Vicis and the Company agree to reduce Vicis's participation right from up to 100% of each such financing to up to 70% of each such financing (provided that Vicis shall continue to have the r ight to participate up to 100% of any financing of the Company that involves the sale of securities of the Company with respect to any such financing in which PI declines to participate), and hereby amend Section 1.5 of the Series B Purchase Agreement to replace 100% with 70% (except that Vicis shall continue to have the right to participate up to 100% of any financing of the Company that involves the sale of securities of the Company with respect to any such financing in which PI declines to participate). PI shall be an intended third party beneficiary of such amendment.

4. Voting.

(a) In the event that PI notifies Vicis that it has exercised its election under Section 7.17 of the PI Purchase Agreement, Vicis hereby agrees, for so long as Section 7.17 of the PI Purchase Agreement is effective, to vote, or cause to be voted, all shares of capital stock of the Company with respect to which Vicis or its affiliates now or hereafter owns or has voting control, from time to time and at all times, in whatever manner as shall be necessary in furtherance of effecting, to the fullest extent Vicis is entitled to vote or cause to be voted on such matter, that: (i) at each annual or special meeting of stockholders at which an election of directors is held or pursuant to any written consent of the stockholders, the designee of PI shall be elected to the Company& #8217;s Board of Directors; (ii) no director designated by PI pursuant to Section 7.17 of the PI Purchase Agreement may be removed from office unless such removal is directed or approved by the affirmative vote of PI; (iii) any vacancies created by the resignation, removal or death of a director designated by PI pursuant to Section 7.17 shall be filled by a substitute designee of PI; and (iv) upon the request of PI to remove a director it has designated pursuant to Section 7.17 of the PI Purchase Agreement, such director shall be removed.

(b) To the extent that Vicis has exercised its rights as a holder of Series B Preferred Stock pursuant to Article 6 of the certificate of designation, preferences and rights of the Series B Preferred Stock, PI hereby agrees to vote, or cause to be voted, all shares of capital stock of the Company with respect to which PI or its affiliates now or hereafter owns or has voting control, from time to time and at all times, in whatever manner as shall be necessary in furtherance of effecting, to the fullest extent PI is entitled to vote or cause to be voted on such matter, that: (i) at each annual or special meeting of the stockholders at which an election of directors is held or pursuant to any written consen t of the stockholders, the designee of Vicis shall be elected to the Company’s Board of Directors; (ii) no director designated by Vicis pursuant to Article 6 of the certificate of designation, preferences and rights of the Series B Preferred Stock may be removed from office unless such removal is directed or approved by the affirmative vote of Vicis; (iii) any vacancies created by the resignation, removal or death of a director designated by Vicis pursuant to Article 6 of the certificate of designation, preferences and rights of the Series B Preferred Stock shall be filled by a substitute designee of Vicis; and (iv) upon the request of Vicis to remove a director it has designated pursuant to Article 6 of the certificate of designation, preferences and rights of the Series B Preferred Stock, such director shall be removed.

5. Approvals and Waiver of Warrant Adjustment and Preemptive Rights. Vicis hereby grants such approvals and consents as are necessary in order for the Company to execute the PI Purchase Agreement and consummate the transactions contemplated thereby, including the execution and/or delivery of the Transaction Documents. Solely in connection with the PI Purchase Agreement and the transactions contemplated thereby, Vicis hereby irrevocably waives and releases the Company from (i) any obligation of the Company to adjust the Warrant Price or the number of shares of Common Stock issuable upon exercise of the Vicis Warrant under Section 4 of the Series B Warrant, and (ii) any obligations to Vicis pursuant to Section 1.5 of the Series B Purchase Agreement.

6. Legend on Share Certificates and Warrants.

(a) Vicis agrees that on the date hereof it shall cause to be affixed to the certificates representing all of the shares of the Series A Preferred Stock and Series B Preferred Stock held by it and to the Vicis Warrant and the certificates representing all of the shares of Common Stock into which the Vicis Warrant has been exercised the following legend:

> "THE SHARES EVIDENCED HEREBY ARE SUBJECT TO A SECURITYHOLDERS' AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME, (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THAT SECURITYHOLDERS' AGREEMENT, INCLUDING A VOTING AGREEMENT AND CERTAIN RESTRICTIONS ON THE EXERCISE OF ITS RIGHTS TO CAUSE A REDEMPTION OF THE SHARES."

(b) PI and the Company agree that the PI Warrants and the certificates representing all of the shares of Common Stock into which the PI Warrants have been exercised shall bear the following legend:

"THE SECURITIES EVIDENCED HEREBY AND ANY SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE ARE SUBJECT TO A SECURITYHOLDERS' AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME, (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST TO THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SECURITIES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THAT SECURITYHOLDERS' AGREEMENT, INCLUDING A VOTING AGREEMENT."

(c) The Company, by its execution of this Agreement, agrees that it will cause the certificates evidencing the shares of capital stock issued to Vicis and PI or their respective transferees and assigns after the date hereof to bear the legend required by this Section 6, and it shall supply, free of charge, a copy of this Agreement to any holder of a certificate evidencing such shares upon written request from such holder to the Company at its principal office. The parties to this Agreement do hereby agree that the failure to cause the certificates evidencing the shares or the Vicis Warrant or PI Warrants to bear the legend required by this Section 6 and/or the failure of the Company to supply, free of charge, a copy of this Agreement as provided hereunder shall n ot affect the validity or enforcement of this Agreement.

7. Notices. All notices required to be given to any of the parties to this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by certified or registered mail, return receipt requested, with proper postage prepaid, or any national overnight delivery service, with proper charges prepaid, to such party at its address set forth below:

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:

Joseph J. DeVito, Esq.
Howard & Howard Attorneys PLLC
450 West Fourth Street
Royal Oak, MI 48067
Phone: (248) 723-0323
Fax: (248) 645-1568
Email: jjd@h2law.com

if to PI:

Physicians Interactive Inc.
100 Locke Drive
Marlborough, MA 01752
Attn: Donato J. Trumato
Phone: (508) 460-6500
Fax: (508) 460-6510

with a copy to:

Robert Ott, Esq.
Arnold & Porter LLP
1600 Tysons Boulevard
Suite 900
McLean, VA 22102
Phone: (703) 720-7005
Fax: (703) 720-7399

if to Vicis:

Vicis Capital Master Fund
445 Park Avenue
19th Floor
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 notice shall be deemed to be given when received, Any notice of any change in such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the giving of such notice may be waived in writing by the party entitled to receive such notice.

8. Entire Agreement; Amendment. This Agreement, together with the PI Purchase Agreement, the Transaction Documents, the Series B Purchase Agreement and the Vicis Warrant, constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, and negotiations, whether written or oral, with respect to the subject matter of this Agreement. The terms and provisions contained in this Agreement may not be changed without a writing signed by all parties hereto.

9. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of each of the parties to this Agreement and their respective heirs, personal representatives and successors and permitted assigns. Each of PI and Vicis may assign this Agreement without the consent of the other parties. The Company may not assign this Agreement without the consent of the other parties, except in connection with a sale of all or substantially all of the assets of the Company.

10. Governing Law. This Agreement and the rights of the parties hereunder shall be governed in all respects by the laws of the State of New York.

11. 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 porti on 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. 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 NEW YORK FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT. 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 INCONVENIE NT 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 7 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.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart signature page delivered by facsimile transmission shall be deemed to be and have the same force and effect as an originally executed signature page. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound hereby, have caused this Agreement to be executed on the date hereof.

VICIS CAPITAL MASTER FUND
By: Vicis Capital LLC

By:
Name:
Title:

PHYSICIANS INTERACTIVE INC.

By:
Name:
Title:

OPTIMIZERX CORPORATION

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

INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT (this "Intercreditor Agreement"), dated as of October 5, 2010, is by and among OPTIMIZERx CORPORATION, a Nevada corporation (the "Obligor"), 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"), for itself and as the Collateral Agent under the Security Agreements (as defined below) (the "Collateral Agent"), and Physicians Interactive Holdings, LLC, a limited liability company formed under the laws of the State of Delaware ("PI"). Vicis and PI, in their capacities as creditors, are sometimes individually referred to herein as a "Creditor" and collectively as the "Creditors."

R E C I T A L S

WHEREAS, the Obligor has certain obligations to the Creditors under certain documents relating to investments or loans made by the Creditors in and to the Obligor;

WHEREAS, to secure payment and performance of such obligations to the Creditors, the Obligor has granted a security interest in the Collateral to the Collateral Agent;

WHEREAS, each of the Creditors desires to enter into this Intercreditor Agreement to (i) confirm the relative priority of the Creditors in the assets and properties of the Obligor, (ii) provide for the orderly sharing among them, in accordance with such priorities, of the proceeds of such assets and properties upon any foreclosure thereon or other disposition thereof, and (iii) agree upon the terms of the subordination of the obligations of the Obligor among the Creditors.

NOW THEREFORE, in consideration of the mutual benefits accruing to the Creditors and Obligor hereunder and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

A G R E E M E N T

1. Definitions. As used above and in this Intercreditor Agreement, the following terms shall have the meanings ascribed to them below:

(a) "Accounts" shall have the meaning ascribed to such term by the UCC.

(b) "Business Day" means a day of the year on which commercial banks are not required or authorized to be closed for business in the State of New York.

(c) "Collateral" shall mean all of the property and interests in property, real or personal, tangible or intangible, now owned or hereafter acquired by the Obligor, including, without limitation, all Proceeds of such property and interests in property.

(d) "Collateral Agent" shall mean the Collateral Agent, as defined in the Security Agreements.

(e) "Equipment" means all Goods which are not Inventory and the Proceeds thereof.

(f) "Goods" means all tangible personal property other than chattel paper, documents of title, instruments, money and securities and includes fixtures.

(g) "Guarantor" means OptimizeRx Corporation, a Michigan corporation.

(h) "Inventory" shall have the meaning ascribed to such term by the UCC.

(i) "Lien" shall mean any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, security interest, encumbrance (including, but not limited to, easements, rights of way and the like), lien (statutory or other), security agreement or transfer intended as security, including without limitation, any conditional sale or other title retention agreement, the interest of a lessor under a capital lease or any financing lease having substantially the same economic effect as any of the foregoing and expressly including any rights to distributions in respect of or redemption of any preferred stock.

(j) "Person" or "person" shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture, or other entity or any government or any agency or instrumentality or political subdivision thereof.

(k) "PI Debt" shall mean any and all principal, interest and other amounts owed to PI or its successors and assigns arising under that certain Secured Promissory Note issued by Obligor to PI on the date hereof, and any and all obligations, liabilities and indebtedness owed by Guarantor to PI under the Guaranty Agreement, dated as of the date hereof, made by Guarantor in favor of PI, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of such instruments and agreements or after the commencement of any case with respect to the Obligor under the U.S. Bankruptcy Code or any similar statute (and inclu ding, without limitation, any principal, interest, fees, costs, expenses, and other amounts), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and whether arising directly or howsoever acquired by PI.

(l) "Proceeds" or "proceeds" shall mean identifiable or traceable personal property in any form derived directly or indirectly from any dealing with any assets or the proceeds therefrom, including without limitation any payment representing indemnity or compensation for loss of or damage to any such assets or the proceeds therefrom (such as insurance or expropriation).

(m) "Restricted Payment" shall mean any payments to PI or Vicis by or on behalf of Obligor other than payments (i) made simultaneously to PI and Vicis with respect to the PI Debt and the Vicis Payment, respectively, on a pro rata basis based on the outstanding PI Debt and the outstanding Vicis Payment, (ii) to PI pursuant to the Strategic Partnering Agreement, dated as of the date hereof, by and between PI and Obligor, as such agreement may be amended from time to time, and (iii) to either PI or Vicis as reimbursement of out-of-pocket expenses in connection with attendance at meetings of the Obligor's Board of Directors or committees thereof or for oth er activities undertaken in connection with advising Obligor on its management of its business and affairs.

(n) "Security Agreements" means the Second Amended and Restated Security Agreement, by and among Obligor, PI and Vicis, and the Second Amended and Restated Guarantor Security Agreement, by and among Guarantor, PI and Vicis (both as a secured party and as Collateral Agent), in each case dated as of the date hereof.

(o) "UCC" means the Uniform Commercial Code as enacted by the State of New York as the same may be amended and/or in effect from time to time.

(p) "Vicis Payment" shall mean any and all obligations of Obligor to make payments under Article 9 of each of the Certificates of Designation, Preferences, and Rights of the Series A Preferred Stock and Series B Preferred Stock upon the Maturity Date (as such term is defined in such Certificates of Designation, Preferences, and Rights) of the Series A Preferred Stock and/or Series B Preferred Stock, as applicable, as in effect on the date hereof, and any and all obligations, liabilities and indebtedness owed by Guarantor to Vicis under the Guaranty Agreement, dated as of June 4, 2010, and the Guaranty Agreement dated as of September 5, 2008, in each case mad e by Guarantor in favor of Vicis and as in effect on the date hereof and subject to no modification, whether now existing or hereafter arising, whether arising before, during or after the commencement of any case with respect to the Obligor under the U.S. Bankruptcy Code or any similar statute (and including, without limitation, any principal, interest, fees, costs, expenses and other amounts), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and whether arising directly or howsoever acquired by Vicis.

All terms defined in the Uniform Commercial Code, as enacted in the State of New York, unless otherwise defined herein shall have the meanings set forth therein. All references to any term in the plural shall include the singular and all references to any term in the singular shall include the plural.

2. Security Interests; Priorities; Remedies.

(a) Each of the Creditors and the Collateral Agent agrees that it will not obtain or acquire a further Lien over any Collateral without the prior written consent of both Creditors. The Obligor agrees that it will not grant to any Creditor, the Collateral Agent or any other Person, a further Lien over any Collateral, without the prior written consent of both Creditors, except as provided herein.

(b) Notwithstanding the order or time of attachment, or the order, time or manner of perfection, or the order or time of filing or recordation of any document or instrument, or other method of perfecting a security interest in favor of each Creditor or the Collateral Agent in any Collateral, and notwithstanding any conflicting terms or conditions which may be contained in any of the Security Agreements, with respect to the Collateral, the Liens upon all Collateral to the extent of all PI Debt shall be treated pari passu with the Liens upon all Collateral to the extent of the Vicis Payment, with any proceed s of such Collateral to be applied pro rata based on the outstanding PI Debt and the outstanding Vicis Payment.

(c) The proceeds of any sale, disposition or other realization upon all or any part of the Collateral arising outside of the Obligor's ordinary course of business shall be applied pro rata based on outstanding PI Debt and the outstanding Vicis Payment.

(d) The lien priorities provided in this Section 2 shall not be altered or otherwise affected by any amendment, modification, supplement, extension, renewal, restatement, replacement or refinancing of the Vicis Payment or the PI Debt, nor by any action or inaction which any Creditor or the Collateral Agent may take or fail to take in respect of the Collateral, except to the extent Vicis and PI have consented thereto in writing.

(e) The Collateral Agent shall be solely responsible for perfecting and maintaining the perfection of its Lien for the benefit of the Creditors; provided that the Collateral Agent shall have no liability to any Creditor for failure to maintain the perfection of its Lien so long as the Collateral Agent has used commercially reasonable efforts to maintain such perfection and has not acted in a discriminatory manner toward any Creditor. The foregoing provisions of this Intercreditor Agreement are intended solely to govern the respective Lien priorities as among the Creditors and the Collateral Agent and shall not impose on any Creditor or the Collateral Agent any obligations in respect of the disposition of proceeds of foreclosure on any Collateral which would conflict with prior perfected claims therein in favor of any other person or any order or decree of any court or other governmental authority or any applicable law. Each of the Creditors and the Collateral Agent agrees that it will not contest the validity, perfection, priority or enforceability of the Liens upon the Collateral of the other Creditors or the Collateral Agent, as applicable. To the extent any of the Liens securing payment and performance of the Vicis Payment or the PI Debt are avoided, disallowed, set aside or otherwise invalidated in any judicial proceeding or otherwise, neither the Creditor holding such rights nor the Collateral Agent shall be entitled to claim the benefit of this Intercreditor Agreement in respect thereof unless such Creditor or the Collateral Agent, as applicable, shall be diligently contesting the matter or appealing a proceeding and has provided the other Creditors and/or the Collateral Agent, as applicable, with an indemnity satisfactory to such parties which have the benefit of the indemnity.

(f) Each of the Creditors and the Collateral Agent shall (a) in connection with a sale or other disposition of Collateral by the Collateral Agent thereon, or by the Obligor with the consent of the Collateral Agent, immediately upon the request of the Collateral Agent release or otherwise terminate its Liens on such Collateral and immediately deliver such other release documents as the Collateral Agent may reasonably require in connection with such sale or disposition so long as no such releases or terminations are effective or released until such time as the sale or disposition is completed and the Collateral Agent has determined that such sale or other disposition is commercially reasonable under the circumstances based on such information available to the Collateral Agent relevant to such determination and (b) shall be deemed to have consented under its Agreements to such sale or other disposition. To the extent any Creditor or the Collateral Agent may be required to hereunder, or shall otherwise release or otherwise terminate its Liens on such Collateral, any requirement that such Creditor or the Collateral Agent consent to such sale or other disposition in the Agreements of such Creditor or the Collateral Agent with Obligor shall not be applicable. Any sale of Collateral by the Collateral Agent (other than sales supervised by a court) shall be conducted in a commercially reasonable manner.

(g) Until the PI Debt and the Vicis Payment reach their respective maturities, which maturities shall not be extended by the Creditor holding such rights without the prior written consent of the other Creditor, neither Creditor will, directly or indirectly through the Collateral Agent or otherwise, nor shall the Collateral Agent:

(i) exercise any of its rights or remedies upon a default or event of default by the Obligor with respect to the PI Debt or Vicis Payment, as applicable;

(ii) seek to foreclose or realize upon (judicially or non-judicially) its Lien on such Collateral or assert any claims or interest therein (including, without limitation, by setoff or notification of account debtors); or

(iii) take any other action that would interfere in any manner with the rights of any Creditor or the Collateral Agent in such Collateral.

Notwithstanding any other provision in this Intercreditor Agreement, from and after the date that the PI Debt and the Vicis Payment reach their respective stated maturities, which maturity shall not be extended by the Creditor holding such rights without the prior written consent of the other Creditor, either PI or Vicis may require the Collateral Agent to enforce any Liens against the Collateral.

(h) Neither of the Creditors nor the Collateral Agent shall challenge, contest or bring into question the validity, priority, perfection or enforceability of any Liens granted by any Obligor in favor of the other Creditor or the Collateral Agent or, subject to Section 2(g), any enforcement steps taken thereunder by the other Creditor or the Collateral Agent in accordance with this Agreement and the Security Agreements.

(i) The Obligor shall not, and shall cause its subsidiaries not to, make any Restricted Payment to any Creditor, and no Creditor shall accept any such Restricted Payment, in each case without the prior written consent of the other Creditor. Should any payment or distribution or security or instrument or proceeds thereof be received by a Creditor that rightfully belong to another Creditor under this Agreement, such Creditor shall receive and hold the same in trust, as trustee, for the benefit of the other Creditor, segregated from other funds and property of such Creditor, and such Creditor shall forthwith deliver the same to the other Creditor (together with any endorsement or assignment of such Creditor where necessary) s uch amount to be allocated to the other Creditor.

(j) Each Creditor shall give to the other Creditor concurrently with the giving thereof to the Obligor, (a) a copy of any written notice by such Creditor of either a default or an event of default under its Agreements with the Obligor, or written notice of demand of payment from the Obligor, and (b) any written notice sent by such Creditor to the Obligor at any time an event of default under such Creditor's Agreements exists stating such Creditor's intention to exercise any of its enforcement rights or remedies, including written notice pertaining to any foreclosure on any of the Collateral or other judicial or non-judicial remedy in respect thereof, and any legal process served or filed in connection therewith; provided, that, the foregoing does not affect any prohibition in this Intercreditor Agreement on a Creditor taking such steps and; provided further that the failure of any party to give notice as required hereby shall not affect the relative priorities of the Creditors' or Collateral Agent's respective Liens as provided herein or the validity or effectiveness of any such notice as against the Obligor and shall not give rise to any claim or cause of action by any Creditor against the other Creditor. Each Creditor shall, upon the request of the other Creditor, provide to such other Creditor a statement of the amount of the indebtedness of the Obligor then owing to it. The Obligor hereby authorizes and consents to each Creditor sending any such notices and other information to the other Creditor.

(k) In the event that any of the Creditors or the Collateral Agent shall, in the exercise of its respective rights under its Agreements or otherwise, receive possession or control of any books and records of the Obligor that contain information identifying or pertaining to any of the property of the Obligor in which the other Creditor or the Collateral Agent has been granted a Lien, it shall notify the other Creditor or the Creditors, as applicable, that it has received such books and records and shall, as promptly as practicable thereafter, make available to the other Creditor or the Creditors, as applicable, such books and records for inspection and dupl ication.

3. Representations And Warranties.

(a) Vicis Representations. Vicis hereby represents and warrants to the other Creditor that:

(i) the execution, delivery and performance of this Intercreditor Agreement by Vicis, both for itself and as Collateral Agent, is within the powers of Vicis, has been duly authorized by Vicis, and does not contravene any law, or any agreement to which Vicis is a party or by which it is bound;

(ii) this Intercreditor Agreement constitutes the legal, valid and binding obligations of Vicis, both for itself and as Collateral Agent, enforceable in accordance with its terms and shall be binding on it;

(iii) the total amount that would be payable to Vicis with respect to the Series A Preferred Stock and Series B Preferred Stock held by Vicis, if such were to be redeemed by Obligor pursuant to Article 9 of each of the Certificates of Designation, Preferences, and Rights of the Series A Preferred Stock and Series B Preferred Stock is $5,211,191 as of October 4, 2010;

(iv) as of the date hereof, no default or event of default, or event which with notice or passage of time or both would constitute an event of default exists or has occurred under any agreements between Vicis and either Obligor or Guarantor;

(v) as of the date hereof, Vicis is the exclusive legal and beneficial owner of all of the Vicis Payment; and

(vi) except for the liens arising under the Security Agreements, the Vicis Payment is not subject to any lien, security interest, financing statements, subordination, assignment or other claim.

(b) PI Representations. PI hereby represents and warrants to the other Creditor that:

(i) the execution, delivery and performance of this Intercreditor Agreement by PI is within the powers of PI, and does not contravene any law, any provision of any of the PI Agreements or any agreement to which PI is a party or by which it is bound;

(ii) this Intercreditor Agreement constitutes the legal, valid and binding obligations of PI, enforceable in accordance with its terms and shall be binding on it;

(iii) as of the date hereof, the total principal amount of the PI Debt is $1,000,000;

(iv) as of the date hereof, no default or event of default, or event which with notice or passage of time or both would constitute an event of default exists or has occurred under the PI Agreements;

(v) as of the date hereof, PI is the exclusive legal and beneficial owner of all of the PI Debt; and

(vi) except for the liens arising under the Security Agreements, the PI Debt is not subject to any lien, security interest, financing statements, subordination, assignment or other claim.

(c) Obligor Representations. Obligor hereby represents and warrants to the Creditors that:

(i) the execution, delivery and performance of this Intercreditor Agreement by it is within its powers, has been duly authorized by it, and does not contravene any law, or any agreement to which it is a party or by which it is bound; and

(ii) this Intercreditor Agreement constitutes the legal, valid and binding obligations of it, enforceable in accordance with the terms of this Intercreditor Agreement and shall be binding on it.

4. Miscellaneous.

(a) Amendments. Any waiver, permit, consent or approval by any of the parties hereto of or under any provision, condition or covenant to this Intercreditor Agreement must be in writing and shall be effective only to the extent it is set forth in writing and as to the specific facts or circumstances covered thereby. Any amendment of this Intercreditor Agreement must be in writing and signed by each of the parties to be bound thereby.

(b) Successors and Assigns.

(i) This Intercreditor Agreement shall be binding upon each party hereto and its successors and assigns and shall inure to the benefit of each party hereto and its successors, participants and assigns.

(ii) Each Creditor reserves the right to grant participations in, or otherwise sell, assign, transfer or negotiate all or any part of, or any interest in, the Vicis Payment or PI Debt, and its rights in the Collateral (including such rights that are derived through the Collateral Agent) securing same; provided, that, no Creditor shall be obligated to give any notices to or otherwise in any manner deal directly with any participant in the Vicis Payment or PI Debt, as the case may be, and no participant shall be entitled to any rights or benefits under this Intercreditor Agreement except through the Credito r with which it is a participant. Notwithstanding anything herein contained, neither Creditor shall: (A) be repaid either the Vicis Payment or PI Debt by the Obligor, except as provided under this Intercreditor Agreement or with the prior written consent of the other Creditor, or (B) assign any interest in the Vicis Payment or PI Debt or any of the Vicis Agreements or PI Agreements without the prior written consent of the other Creditor, not to be unreasonably withheld; provided that each Creditor shall be permitted to assign such debt or agreements to any of its affiliates. In the case of an assignment or transfer, the assignee or transferee acquiring any interest in the Vicis Payment or the PI Debt, as the case may be, shall execute and deliver to each of the Creditors and the Collateral Agent a written acknowledgement of receipt of a copy of this Intercreditor Agreement and the written agreement by such person to be bound by the terms of this Intercreditor Agreement. In co nnection with any assignment or transfer of any or all of the Vicis Payment or the PI Debt, as the case may be, or any or all rights of any Creditor in the property of the Obligor (other than pursuant to a participation), each Creditor agrees to execute and deliver an agreement containing terms substantially identical to those contained herein in favor of any such assignee or transferee. In addition, each Creditor will execute and deliver an agreement containing terms substantially identical to those contained herein in favor of any third person who succeeds to or refinances, replaces or substitutes for any or all of financing of the Obligor, whether such successor or replacement financing occurs by transfer, assignment, “takeout” or any other means or vehicle provided same does not constitute a breach of any Agreement with such Creditor.

(c) Insolvency. This Intercreditor Agreement shall be applicable both before and after the filing of any petition by or against the Obligor under the U.S. Bankruptcy Code and all converted or succeeding cases in respect thereof, and all references herein to the Obligor shall be deemed to apply to a trustee for the Obligor and the Obligor as debtor-in-possession. The relative rights of the Creditors and the Collateral Agent to repayment of the Vicis Payment or the PI Debt, respectively, and in or to any distributions from or in respect of the Obligor or any Collateral or proceeds of Collateral, shall continue after the filing thereof on the same bas is as prior to the date of the petition, subject to any court order approving the financing of, or use of cash collateral by, the Obligor as debtor-in-possession.

(d) Bankruptcy Financing. If the Obligor shall become subject to a proceeding under the U.S. Bankruptcy Code and if either Creditor or the Collateral Agent desires to permit the use of cash collateral or to provide financing to the Obligor under either Section 363 or Section 364 of the U.S. Bankruptcy Code, the other Creditor and/or the Collateral Agent, applicable, agrees as follows: (a) adequate notice to such other Creditor shall have been provided for such financing or use of cash collateral if such other Creditor receives notice two (2) Business Days prior to the entry of the order approving such financing or use of cash collateral and (b) no objection will be raised by the other Creditor or the Collateral Agent to any such financing on the ground of a failure to provide "adequate protection" for the Liens of such other Creditor or the Collateral Agent or any other grounds, provided, that, (i) such other Creditor or the Collateral Agent, as applicable, retains a Lien on post-petition Collateral to the same extent and with the same priority as existed prior to the commencement of the proceeding under the U.S. Bankruptcy Code. For purposes of this Section, notice of a proposed financing or use of cash collateral shall be deemed given when given, in the manner prescribed by this Intercreditor Agreement, to any Creditor or the Collateral Agent, or their respective counsel.

(e) Bailee for Perfection. Each Creditor and the Collateral Agent hereby appoint each other, and each hereby agrees to serve, as agent and bailee for each other for the limited purpose of perfecting their respective Liens on the Collateral which may at any time be in its possession during the term of this Intercreditor Agreement. Neither Creditor shall have any duty to protect or preserve any rights pertaining to any of the Collateral in its possession and each Creditor hereby waives and releases the other Creditor from all claims and liabilities at any time arising pursuant to such Creditor's role as agent and bailee with respect to the Coll ateral in its actual possession other than gross negligence or willful misconduct.

(f) Notices. All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed duly given, made or received: if delivered in person, immediately upon delivery; if by facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next Business Day, one (1) Business Day after sending; and if mailed by certified mail, return receipt requested, five (5) days after mailing to the parties at their addresses set forth below (or to such other addresses as the parties may designate in accordance with the provisions of this Section):

If to the Obligor:

OPTIMIZER CORPORATION
407 Sixth Street.
Rochester, MI 48307
Attention: H. David Lester
Tel. No.: (248) 651-6558
Fax No.: (248) 651-6748

with a copy to:

Joseph J. DeVito, Esq.
Howard & Howard Attorneys PLLC
450 West Fourth Street
Royal Oak, MI 48067
Tel No.: (248) 723-0323
Fax No.: (248) 645-1568

If to Vicis:

Vicis Capital Master Fund
445 Park Avenue
16th Floor
New York, NY 10022
Phone: (212) 909-4600
Fax: (212) 909-4601
Attn: Shad Stastney

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

If to PI:

Physician Interactive Holdings, LLC
100 Locke Drive
Marlborough, MA 01752
Attention: Donato Trumato
Tel. No: (508) 460-6500
Fax: (508) 460-6510

With a copy to:

Robert Ott, Esq.
Arnold & Porter LLP
1600 Tysons Boulevard, Suite 900
McLean, VA 22102
Tel. No.: (703) 720-7005
Fax: (702) 720-7399

If to the Collateral Agent, to Vicis, with a copy to PI, in each case as provided herein, including a copy to their respective counsel.

Any of the above parties may change the address(es) to which all notices, requests and other communications are to be sent by giving written notice of such address change to the other parties in conformity with this Section, but such change shall not be effective until notice of such change has been received by the other parties.

(g) 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 parties, it being understood that each party need not sign the same counterpart. In the event that any signature is delivered by facsimile or in other electronic form, 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 signature page were an original thereof.

(h) Governing Law. The validity, construction and effect of this Intercreditor Agreement shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

(i) Consent to Jurisdiction; Waiver of Jury Trial. EACH OF THE PARTIES TO THIS INTERCREDITOR AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE AND COUNTY OF NEW YORK FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS INTERCREDITOR AGREEMENT. EACH OF THE PARTIES TO THIS INTERCREDITOR 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 H AS 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 INTERCREDITOR AGREEMENT HEREBY CONSENTS TO SERVICE OF PROCESS BY NOTICE IN THE MANNER SPECIFIED IN THIS INTERCREDITOR 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.

(j) Complete Agreement. This written Intercreditor Agreement is intended by the parties as a final expression of their agreement and is intended as a complete statement of the terms and conditions of their agreement.

(k) No Third Parties Benefitted. Except as expressly provided in Section 4 hereof, this Intercreditor Agreement is solely for the benefit of the Creditors, and their respective successors, participants and assigns, and no other person shall have any right, benefit, priority or interest under, or because of the existence of, this Intercreditor Agreement.

(l) Disclosures; Non-Reliance. Each Creditor has the means to, and shall in the future remain, fully informed as to the financial condition and other affairs of the Obligor and no Creditor shall have any obligation or duty to disclose any such information to any other Creditor. Except as expressly set forth in this Intercreditor Agreement, the parties hereto have not otherwise made to each other nor do they hereby make to each other any warranties, express or implied, nor do they assume any liability to each other with respect to: (a) the enforceability, validity, value or collectability of any of the Vicis Payment or the PI Debt, or any guarantee or security which may have been granted to any of them in connection therewith, (b) the Obligor's title to or right to transfer any of the Collateral, or (c) any other matter, except as expressly set forth in this Intercreditor Agreement.

(m) Term. This Intercreditor Agreement is a continuing agreement and shall remain in full force and effect until the indefeasible satisfaction in full of either the Vicis Payment or the PI Debt.

(n) Further Assurances. The parties hereto shall, from time to time and at all times hereafter, upon every reasonable request of any of the Creditors or the Collateral Agent, and at the expense of the Obligor, make or do such further acts and things and execute, deliver, register and file such further deeds, documents and assurances as may be necessary in the opinion of such Creditor or the Collateral Agent for more effectively implementing and carryring out the true intent and purpose of this Intercreditor Agreement.

(o) Third Parties. If any third party shall have a valid claim to any Collateral in priority to or on a parity with one of the Creditors or the Collateral Agent but not in priority to or on a parity with another Creditor or the Collateral Agent, then this Intercreditor Agreement shall not apply so as to diminish the rights (as such rights would have been but for the provisions of this Intercreditor Agreement) of such other Creditor or the Collateral Agent against any such third party to the proceeds of disposition of such property or assets.

(p) Acts or Omissions. No act or omission by any party hereto in any manner whatever in the premises shall extend to or be taken to affect any provision hereof or any subsequent breach or default or the rights resulting therefrom save only express waiver in writing.

(q) Severability. The invalidity of any provision or portion of a provision of this Intercreditor Agreement shall not affect the validity of any other provision of this Intercreditor Agreement or the remaining portion of the applicable provision. It is the desire and intent of the parties hereto that the provisions of this Intercreditor 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 Intercreditor Agreement shall be adjudicated to be invalid or unenforceable, such provision shall b e 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intercreditor Agreement to be duly executed as of the day and year first above written.

OBLIGOR:

OPTIMIZERX CORPORATION

By:
Name: _____
Title: _____

VICIS:

VICIS CAPITAL MASTER FUND
By: Vicis Capital LLC

By:
Name:
Title:

PI:

PHYSICIANS INTERACTIVE INC.

By:
Name:
Title: