

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Synertech Health System Solutions, LLC

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation (State-California)  
 Other Delaware limited liability company

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)  
Name: J.H. Whitney Mezzanine Fund, L.P.  
Address: 177 Broad Street  
Stamford, CT 06901

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other

Execution Date: May 22, 2003

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership Delaware  
 Corporation (State - \_\_\_\_\_)  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
2025376, 2115217, 2116656 and 2193993

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Hayley M. Smith  
Senior Legal Assistant  
Kirkland & Ellis LLP  
153 East 53rd Street  
New York, NY 10022-4675  
Phone (212) 446-4727/Fax (212) 446-4900

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)..... \$ 115  
 Enclosed  
 Authorized to be charged to Deposit Account 111098

8. Deposit Account No. 111098  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Hayley Smith                      Hayley Smith                      8/12/03  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: \_\_\_

Mail documents to be recorded with required cover sheet information to  
Commissioner of Patents and Trademarks, Box Assignments, Washington D.C. 20231

CH \$115.00 111098 2025376

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 22<sup>nd</sup> day of May, 2003 by Synertech Health System Solutions, LLC, a Delaware limited liability company ("Grantor"), in favor of and for the benefit of J.H. Whitney Mezzanine Fund, L.P., ("Grantee") in its capacity as Noteholder under the Note (defined below) .

W I T N E S S E I H

WHEREAS, Grantor and Grantee are parties to a certain Senior Promissory Note, dated as of the date hereof, made by Grantors in favor of Grantee (the "Note") of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time); and

WHEREAS, pursuant to the terms of a certain General Security Agreement of even date herewith between Grantor, Grantee, AMISYS, LLC and AS Acquisition Co. (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Grantor Obligations, Grantor hereby grants to Grantee, for its benefit, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

EXECUTION COPY

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**SYNERTECH HEALTH SOLUTIONS, LLC**, a Delaware limited liability company

By: *K. R. Brown*  
Name: Kevin R. Brown  
Title: CEO

Agreed and Accepted  
As of the Date First Written Above

**J.H. WHITNEY MEZZANINE FUND, L.P.**

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

EXECUTION COPY


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**SYNERTECH HEALTH SOLUTIONS, LLC**, a Delaware limited liability company

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

Agreed and Accepted  
As of the Date First Written Above

**J.H. WHITNEY MEZZANINE FUND, L.P.**  
*By Whitney GP, LLC, General Partner*

By:   
Name: Daniel J. Stien  
Title: Managing Member

**SCHEDULE A**

1. SYNERLINK  
US TRADEMARK REGISTRATION NO. 2,025,376
2. SYNERLOCATE  
US TRADEMARK REGISTRATION NO. 2,115,217
3. SYNERTECH  
US TRADEMARK REGISTRATION NO. 2,193,993
4. SYNERVIEW  
US TRADEMARK REGISTRATION NO. 2,116,656