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102797090

2 attached original documents or copy thereof.

Name of conveying party(ies):

Trover Solutions, Inc.

2. Name and address of receiving party(ies)

Name: CapitalSource Finance LLC

Internal Address:

Street Address: 4445 Willard Ave.

City: Chevy Chase State: MD ZIP: 20815

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware Limited Liability Co.

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

- Individual(s) ☐ Association
 General Partnership ☐ Limited Partnership

X Corporation-State DE

Other

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

Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Acknowledgement of Intellectual

Property Collateral Lien

Execution Date: July 15, 2004

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2555157

Additional numbers attached? ☒ Yes ☐ No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

07/23/2004 LNUELLER 00000029 2555157

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 02 FC:0522 200.00 OP

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.

Laura Konrath

Signature

Date

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

Mail documents to be recorded with required cover sheet information

TRADEMARK
 REEL: 003010 FRAME: 0794

Continuation
Item 4

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Including Mark Reg. No. and Date

①

Healthcare Recoveries: REG # 2,555,157 dated 4/2/02

2

Healthcare Recoveries & Design [swoosh]: REG # 2,555,156, dated 4/2/02

3

Improving the Science of Recovery: REG # 2,771,758, dated 10/7/03

4

TransPaC Solutions: REG # 2,551,023, dated 3/19/02

5

TransPaC Solutions & Design [double swoosh]: REG # 2,451,116, dated 5/15/01

6

Troveris: REG # 2,725,194, dated 6/10/03

7

Troveris Solutions: REG # 2,757,176, dated 8/26/03

B. TRADEMARK APPLICATIONS

8

Troveris & Design [swoosh]: Serial No. 78/277,888, application filed 7/23/03

⑨

Trover Solutions & Design [swoosh]: Serial No. 78/277,899, application filed 7/23/03

C. TRADEMARK LICENSES

Including Name of Agreement, Parties and Date of Agreement

None

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of July 15, 2004, by **TROVER SOLUTIONS, INC.**, a Delaware corporation ("**Grantor**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (in such capacities, "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof among TSI Holding Co., Inc., TSI Acquisition Co., Inc. (to be merged with and into Grantor on the Closing Date), the other Credit Parties, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Loan Agreement**"), the Lenders have agreed to provide Loans to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor is required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and the Lenders to enter into the Loan Documents and to make Loans to the Borrower thereunder, Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the full, prompt and

complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto; all renewals, reissues, continuations or extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto; all renewals, reissues, continuations or extensions of the foregoing; and all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

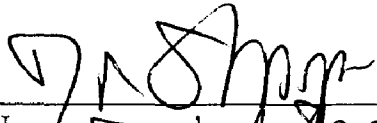
(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto; all renewals, reissues, continuations or extensions of the foregoing; and all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized offer as of the date first set forth above.

TROVER SOLUTIONS, INC.,
a Delaware corporation

By: 
Name: Douglas R. Shopp
Title: EV & CFO

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

TROVER SOLUTIONS, INC.,
a Delaware corporation

By: _____
Name:
Title:

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: Shaila Lakshani Ohri
Name: Shaila Lakshani Ohri
Title: Senior Counsel

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Kentucky)
) ss.
COUNTY OF Jefferson)

On this 15th day of July, 2004 before me personally appeared Douglas R. Sharps, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of Trover Solutions, Inc., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

Singer Wilkinson

Notary Public

my commission expires 2/1/2008.

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Including Mark Reg. No. and Date

Healthcare Recoveries: REG # 2,555,157 dated 4/2/02

Healthcare Recoveries & Design [swoosh]: REG # 2,555,156, dated 4/2/02

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B. TRADEMARK APPLICATIONS

Troveris & Design [swoosh]: Serial No. 78/277,888, application filed 7/23/03

Trover Solutions & Design [swoosh]: Serial No. 78/277,899, application filed 7/23/03

C. TRADEMARK LICENSES

Including Name of Agreement, Parties and Date of Agreement

None

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

Including Copyright Reg. No. and Date

① Subro-System: TXu 888-693, dated 1/7/99

② Medical Financial Recovery System: TXu 657-318, dated 10/20/94

③ Medical Financial Recovery System: TXu 530-006, dated 6/29/92

④ Medical Financial Recovery system: TXu 424-148, dated 6/22/90

B. COPYRIGHT APPLICATIONS

None

C. COPYRIGHT LICENSES

Including Name of Agreement, Parties and Date of Agreement

None

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENT

Including Patent Reg. No. and Date

None

B. PATENT APPLICATIONS

①

System and Method for Managing Account Processing - Application No.
10/118,060, filed April 9, 2002
(Provisional Application filed April 9, 2001)

②

Systems and Methods for Managing Insurance Claims - Application No.
10/634,893, filed August 6, 2003 (provisional Application filed September 16,
2003, No. 60/410,828)

③

System and Method for Managing Insurance Claims - Provisional Application No.
60/451,000 (Provisional Application filed March 3, 2003)

C. PATENT LICENSES

Including Name of Agreement, Parties and Date of Agreement

None

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RECORDED: 07/22/2004

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