

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	12/16/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Healthcare Management Systems, Inc.		12/16/2005	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	414 Union Street
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37219
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2614823	HMS MONITOR HEALTHCARE MANAGEMENT SYSTEMS, INC.
Registration Number:	2578213	EHEALTHCOMPUTING.COM
Registration Number:	2801635	EHEALTHCOMPUTING.COM

CORRESPONDENCE DATA

Fax Number: (615)244-6804
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 615-850-8741
 Email: rfelber@wallerlaw.com
 Correspondent Name: Robert P. Felber, Jr.
 Address Line 1: 511 Union Street
 Address Line 2: Suite 2700
 Address Line 4: Nashville, TENNESSEE 37219

OP \$90.00 2614823

ATTORNEY DOCKET NUMBER:	001040.54063 BOA/SECAGM
NAME OF SUBMITTER:	ROBERT P. FELBER, JR.
Signature:	/ROBERT P. FELBER, JR./
Date:	12/20/2005

Total Attachments: 10

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated December 16, 2005, is made and entered into on the terms and conditions hereinafter set forth, by and between HEALTHCARE MANAGEMENT SYSTEMS, INC., a Tennessee corporation (the "Debtor"), and BANK OF AMERICA, N.A. (the "Secured Party"). Capitalized terms used herein without definition shall have the meanings set forth in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan Agreement of even date herewith by and between the Debtor and the Secured Party (the "Loan Agreement"), the Secured Party has agreed to make available to the Debtor a reducing revolving line of credit in the original principal amount of \$12,000,000 pursuant to which Debtor will be issued loans from time to time (each loan made pursuant to the Loan Agreement, a "Loan");

WHEREAS, the Loans are evidenced by that certain Promissory Note of even date herewith, executed by the Debtor and payable to the order of Secured Party (as the same may be renewed, extended, modified, amended, supplemented or replaced from time to time, the "Note");

WHEREAS, the Debtor desires to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Debtor to Secured Party (including without limitation the Obligations as defined in the Loan Agreement, but excluding any consumer credit covered by the federal Truth in Lending law, unless Debtor has otherwise agreed in writing or received written notice thereof), now existing or hereafter arising, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof (herein "Obligations"); and

WHEREAS, it is a condition of the Secured Party's agreement to extend credit to the Debtor that the Debtor execute and deliver this Agreement;

AGREEMENTS:

NOW THEREFORE, as an inducement to cause Secured Party to extend credit to the Debtor, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Creation of Security Interest in the Collateral. To secure the payment, promptly when due, and the punctual performance, of all of the Obligations, the Debtor assigns to Secured Party and grants to Secured Party a security interest in all of its right, title and interest in and to the following property of the Debtor (collectively, the "Collateral");

(a) Accounts,

- (b) Chattel Paper,
- (c) Deposit Accounts,
- (d) Documents,
- (e) Equipment,
- (f) Fixtures,
- (g) General Intangibles, including without limitation patents, trademarks and copyrights, including the trademarks and copyrights listed on Schedule I hereto,
- (h) goods not otherwise described herein with greater particularity,
- (i) Instruments,
- (j) Inventory,
- (k) Investment Property,
- (l) Letter-of-Credit Rights,
- (m) furniture,
- (n) money,
- (o) oil, gas and other minerals, including as-extracted collateral, and
- (p) any Proceeds, products, substitutions or replacements for any of the foregoing.

All capitalized terms used in this Section 1 shall have the meanings set forth in the Uniform Commercial Code of Tennessee (the "UCC").

2. Authorization to File Financing Statements.

The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file, in any jurisdiction, financing statements (including any amendments thereto) that cover the Collateral and that (1) indicate the Collateral as all assets of the Debtor or words of similar effect, or as being of an equal or lesser scope or with greater detail, and (2) contain any other information required by the UCC, in any relevant jurisdiction, for the sufficiency or filing office acceptance of any initial financing statement or amendment .

3. Other Actions Regarding Attachment, Perfection and Priority.

(a) Collateral in the Possession of a Third Party. If any goods constituting Collateral at any time are in the possession of a third party, the Debtor shall promptly notify the Secured Party thereof and, if requested by the Secured Party, shall promptly obtain an

acknowledgement from such person, in form and substance satisfactory to the Secured Party, that such person holds such Collateral for the benefit of the Secured Party and shall act upon the instructions of the Secured Party, without the further consent of the Debtor.

(b) Other Actions as to Any and All Collateral. The Debtor further agrees to take any other action reasonably requested by the Secured Party to insure the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral, including (i) authorizing, executing (to the extent that the Debtor's signature is required), delivering and filing financing statements and amendments relating thereto under the UCC, (ii) complying with any provision of any statute, rule, regulation or treaty of any jurisdiction as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (iii) obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor or other person obligated on Collateral, (iv) obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Secured Party and (v) taking all actions required by any earlier versions of the UCC or by other law, as applicable in any relevant jurisdiction.

4. Representations and Warranties. The Debtor hereby represents and warrants to the Secured Party as follows:

(a) That the Debtor is duly organized, validly existing and in good standing in its state of organization.

(b) The execution and delivery of this Agreement and the performance and observance of the obligations of the Debtor hereunder are within the power of the Debtor and have been duly authorized by all necessary action on the part of the Debtor properly taken.

(c) This Agreement is a legal, valid and binding obligation of the Debtor and is enforceable against the Debtor in accordance with its terms.

(d) The Debtor is the owner of the Collateral, free from any adverse lien, security interest or other encumbrance except for the security interest created by this Agreement.

5. Covenants and Agreements. The Debtor hereby covenants and agrees with the Secured Party as follows:

(a) The Debtor will pay, or cause to be paid, to the Secured Party the Obligations as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, and will promptly perform all of the Debtor's obligations under this Agreement and the other Loan Documents.

(b) Without providing at least thirty (30) days' prior written notice to the Secured Party, the Debtor will not change its name, its place of business (or, if it has more than one place of business, its chief executive office), its mailing address or its organizational identification number. The Debtor will not change its type of organization, jurisdiction of organization or other legal structure.

(c) Except for the security interest herein granted and the Permitted Liens, the Debtor shall be the owner of the Collateral free from any lien, security interest or other encumbrance (except for the security interest created by this Agreement), and the Debtor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Secured Party.

(d) The Debtor shall not (i) create, grant or suffer to exist any lien or other encumbrance on or security interest in the Collateral in favor of any person other than the Secured Party, other than Permitted Liens, (ii) permit any of the Collateral to be levied upon under any legal process, (iii) permit anything to be done that may impair the security intended to be afforded by this Agreement, nor (iv) permit any tangible Collateral to become attached to or commingled with other goods without the prior written consent of the Secured Party.

(e) The Debtor will keep the Collateral in good order and repair, will not permit anything to be done that may materially impair the value of any of the Collateral and will not use the same in violation of law or any policy of insurance thereon.

(f) The Debtor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein other than in the ordinary course of business.

6. Insurance.

(a) The Debtor will maintain insurance in compliance with Section 9.8 of the Loan Agreement.

(b) The proceeds of any property insurance in respect of any loss with respect to any of the Collateral shall, subject to the rights, if any, of other parties with a prior interest in the property covered thereby, (i) so long as no Event of Default (as such term is defined in the Loan Agreement) has occurred and is continuing, be disbursed to the Debtor for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed, and (ii) in all other circumstances, be applied to prepay the Obligations.

(c) Each policy of insurance shall provide for at least thirty (30) days' prior written notice to the Secured Party of the cancellation or any material modification of the policy. In the event the Debtor fails to provide and maintain insurance as herein provided, the Secured Party may, at its option, obtain such insurance and charge the cost thereof to the Debtor. The Debtor shall furnish the Secured Party with certificates of insurance and policies evidencing compliance with the foregoing insurance provisions.

7. Defaults. Any one or more of the following shall be an Event of Default hereunder:

(a) The Debtor breaches any term, provision, warranty or representation under this Agreement or any other obligation of the Debtor to the Secured Party, and such breach remains uncured after any applicable cure period.

(b) Any Event of Default under the Loan Agreement shall have occurred.

8. Secured Party's Remedies After an Event of Default. In the event of any Event of Default, the Bank may do any one or more of the following:

(a) Declare any Obligation immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the UCC and any other applicable law.

(c) Enforce the security interest of the Secured Party in any deposit account of the Debtor maintained with the Secured Party by applying such account to the Obligations.

(d) Require the Debtor to obtain the Secured Party's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.

(e) Require the Debtor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Secured Party in kind.

(f) Require the Debtor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Secured Party's exclusive control.

(g) Require the Debtor to assemble the Collateral, including the Books and Records, and make them available to the Secured Party at a place designated by the Secured Party.

(h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Debtor's equipment, if the Secured Party deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Debtor irrevocably authorizes the Bank to endorse or sign the Debtor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Debtor and remove therefrom any payments and proceeds of the Collateral.

(j) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Debtor.

(k) Use or transfer any of the Debtor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Debtor, if the Secured Party deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Debtor agrees that any such use or transfer shall be without any additional consideration to the Debtor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Debtor has any right or interest, whether by ownership, license, contract or otherwise.

(l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Debtor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(m) Take such measures as the Secured Party may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Debtor hereby irrevocably constitutes and appoints the Secured Party as the Debtor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(n) Without notice or demand to the Debtor, set off and apply against any and all of the Obligations any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Secured Party or any of the Bank's agents or affiliates to or for the credit of the account of the Debtor or any guarantor or endorser of the Debtor's Obligations.

(o) Exercise any other remedies available to the Secured Party at law or in equity.

9. Notices. Unless otherwise provided in this Agreement or in another agreement between the Secured Party and the Debtor, all notices required under this Agreement shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, to the addresses on the signature page of this Agreement, or sent by facsimile to the fax numbers listed on the signature page, or to such other addresses as the Secured Party and the Debtor may specify from time to time in writing. Notices and other communications shall be effective (i) if

mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, (ii) if telecopied, when transmitted, or (iii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered.

10. Successors & Assigns. This Agreement binds and inures to the benefit of the parties and their respective successors, successors-in-title and assigns, as applicable.

11. Definitions. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed thereto in the Loan Agreement.

12. Miscellaneous.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Secured Party to enforce any provision shall not preclude the Secured Party from enforcing any such provision thereafter.

(b) The Debtor shall, at the request of the Bank, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Bank may reasonably deem necessary.

(c) All notes, security agreements, subordination agreements and other documents executed by the Debtor or furnished to the Secured Party in connection with this Agreement must be in form and substance satisfactory to the Secured Party.

(d) This Agreement shall be governed by and construed according to the laws of the State of Tennessee, to the jurisdiction of which the parties hereto submit.

13. **FINAL AGREEMENT.** BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Agreement to be executed by their respective duly authorized officers or other duly authorized representatives as of the day and year first above written.

SECURED PARTY:

BANK OF AMERICA, N.A.

By: Elizabeth L. Knox
Typed Name: Elizabeth L. Knox
Title: Senior Vice President

DEBTOR:

HEALTHCARE MANAGEMENT
SYSTEMS, INC.

By: Paul Agee
Typed Name: Paul Agee
Title: Executive Vice President & CFO

Address where notices to the Secured Party are
to be sent:

414 Union Street
TN1-100-04-17
Nashville, TN 37219
Attn: Hope Walker
Elizabeth Knox
Facsimile: (615) 749-4951

Address where notices to the Debtor are to be
sent:

3102 West End Avenue, Suite 400
Nashville, TN 37203
Attn: Paul Agee
Facsimile: (615) 386-2869

Schedule I
Patents, Trademarks, and Copyrights

<u>Marks Registered with the U.S. Patent and Trademark Office</u>			
<i>Mark and Goods and Services</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Next Action Due & Date</i>
1 <u>HMS MONITOR HEALTHCARE MANAGEMENT SYSTEMS, INC. and Design</u> <i>(computer programs)</i>	<u>2,614,823</u>	<u>9/3/2002</u>	<u>8 & 15, 9/3/2007-08</u>
2 <u>EHEALTHCOMPUTING.COM and Design</u> <i>(data processing services)</i>	<u>2,578,213</u>	<u>6/11/2002</u>	<u>8 & 15, 6/11/2007-08</u>
3 <u>ehealthcomputing.com</u> <i>(data processing services)</i>	<u>2,801,635</u>	<u>12/30/2003</u>	<u>Application for registration on Principal Register, 12/30/2008</u>

<u>Current Copyright Registrations for Healthcare Management Systems, Inc.</u>						
	<i>Work Title</i>	<i>Description</i>	<i>Creation Date</i>	<i>First Publication Date</i>	<i>Registration Date</i>	<i>Registration No.</i>
1.	Order Entry	Computer Program	1991	1/2/1991	1/21/1994	TX-3-950-107
2.	Patient Accounting	Computer Program	1991	1/2/1992	1/21/1994	TX-3-950-120
3.	Scheduling	Computer Program	1992	1/2/1992	1/21/1994	TX-3-950-105
4.	Accounts Payable	Computer Program	1992	1/2/1992	1/21/1994	TX-3-950-116
5.	Payroll	Computer Program	1992	1/2/1992	1/21/1994	TX-3-950-117
6.	Materials Management	Computer Program	1992	1/2/1992	1/21/1994	TX-3-950-118
7.	Medical Records	Computer Program	1992	1/2/1992	1/21/1994	TX-3-950-119

Current Copyright Registrations for Healthcare Management Systems, Inc.

	<i>Work Title</i>	<i>Description</i>	<i>Creation Date</i>	<i>First Publication Date</i>	<i>Registration Date</i>	<i>Registration No.</i>
8.	General Ledger	Computer Program	1992	1/2/1992	10/18/1994	TX-3-950-102
9.	Quality Assurance: Risk Management	Computer Program	1992	1/2/1992	10/18/1994	TX-3-950-103
10.	Patient Accounting	Computer Program	1992	1/2/1992	10/18/1994	TX-3-950-111
11.	Treatment Planning	Computer Program	1993	1/4/1992	1/21/1994	TX-3-950-104
12.	Radiology	Computer Program	1993	1/4/1992	1/21/1994	TX-3-950-106
13.	Electronic Billing	Computer Program	1993	1/4/1992	1/21/1994	TX-3-950-112
14.	Results Reporting	Computer Program	1993	1/4/1993	1/12/1994	TX-3-950-113
15.	Referral Tracking	Computer Program	1993	1/4/1993	1/21/1994	TX-3-950-109
16.	General Ledger	Computer Program	1993	1/4/1993	1/21/1994	TX-3-950-114
17.	Fixed Assets	Computer Program	1993	1/4/1993	1/21/1994	TX-3-950-115
18.	Patient Accounting	Computer Program	1993	1/4/1993	10/18/1994	TX-3-950-110
19.	Menu Application	Computer Program	1994	1/3/1991	1/21/1994	TX-3-950-108
20.	Healthcare Management Systems, Inc. – Monitor: HMS Monitor	Computer Program	1995	4/1/1995	10/4/1995	TX-4-199-339