

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement																												
CONVEYING PARTY DATA																													
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TRADEMARK
REEL: 003439 FRAME: 0457

Registration Number:	2458036	BRIDGING THE GAP
Registration Number:	2413558	CLAIM MASTER
Registration Number:	2418682	ERA MASTER
Registration Number:	2378818	ELIGIBILITY MASTER
Registration Number:	2305635	EDICOMM
Registration Number:	2555931	MEDICUBE
Registration Number:	2814483	DD+E
Registration Number:	0688323	CONTROL-O-FAX
Registration Number:	1564967	EMC*EXPRESS
Registration Number:	1544820	ENVOY
Registration Number:	2384529	KINETRA
Registration Number:	2376478	KINETRA
Registration Number:	1695044	MED E AMERICA
Registration Number:	2904164	HEALTHPAYERS USA
Registration Number:	2000249	VERIQUEST
Serial Number:	78840367	SMART SEARCH

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8002210770
 Email: matthew.mayer@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1133 Avenue of the Americas
 Address Line 2: Suite 3100
 Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	12/07/2006

Total Attachments: 8

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ITEM 1 cont'd
to Trademarks Recordation Form Cover Sheet

Additional Conveying Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>
Advanced Business Fulfillment, LLC	Delaware	Limited Liability Company
Envoy LLC	Delaware	Limited Liability Company
Kinetra LLC	Delaware	Limited Liability Company
MedE America LLC	Delaware	Limited Liability Company
Medi, Inc.	California	Corporation

Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of November 16, 2006, by the Loan Parties listed on the signature pages hereto (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a second lien security agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

~~SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.~~

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto (other than Excluded Property), provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything herein to the contrary, the lien and security

interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations that are not due and payable on the Closing Date) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MEDIFAX-EDI HOLDINGS, INC.

By: 

Name: BOB A. NEWPORT, JR.
Title: CFO

MEDI, INC.

By: 

Name: BOB A. NEWPORT, JR.
Title: CFO

ENVOY LLC (f/k/a Envoy Corporation)

By: 

Name: BOB A. NEWPORT, JR.
Title: CFO

KINETRA LLC

By: 

Name: BOB A. NEWPORT, JR.
Title: CFO

MEDE AMERICA LLC (f/k/a MEDE AMERICA CORPORATION)

By: 

Name: BOB A. NEWPORT, JR.
Title: CFO

[Second Lien Trademark Security Agreement]

ADVANCED BUSINESS FULFILLMENT, LLC

By: Bob A. Newport, Jr.
Name: BOB A. NEWPORT, JR.
Title: CFO

[Second Lien Trademark Security Agreement]

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By: Caesar W. Wyszomirski
Name: Caesar Wyszomirski
Title: Vice President

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003439 FRAME: 0464

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Country	Reg. No. App. No.	Reg. Date App. Date	Owner
MEDIFAX DIRECT	U.S.	2,694,990	Registered 3/11/2003	Medifax-EDI Holdings, Inc.
MEDIFAX-EDI	U.S.	2,720,579	Registered 6/3/2003	Medifax-EDI Holdings, Inc.
MEDIFAX POS	U.S.	2,690,282	Registered 2/25/2003	Medifax-EDI Holdings, Inc.
MEDIFAX RA- ONLINE	U.S.	2,690,281	Registered 2/25/2003	Medifax-EDI Holdings, Inc.
MEDIFAX RA	U.S.	2,690,280	Registered 2/25/2003	Medifax-EDI Holdings, Inc.
MEDIFAX PC+	U.S.	2,746,184	Registered 8/5/2003	Medifax-EDI, Inc.
MEDIFAX NETDIRECT	U.S.	2,581,100	Registered 6/18/2002	Medifax-EDI Holdings, Inc.
BRIDGING THE GAP	U.S.	2,458,036	Registered 6/5/2001	Medi, Inc.
CLAIM MASTER	U.S.	2,413,558	Registered 12/19/2000	Medi, Inc.
ERA MASTER	U.S.	2,418,682	Registered 1/9/2001	Medi, Inc.
ELIGIBILITY MASTER	U.S.	2,378,818	Registered 8/22/2000	Medi, Inc.
EDICOMM	U.S.	2,305,635	Registered 1/4/2000	Medi, Inc.
MEDICUBE	U.S.	2,555,931	Registered 4/2/2002	Medi, Inc.
DD+E	U.S.	2,814,483	Registered 2/17/2004	Medi, Inc.
CONTROL-O-FAX	CA	TMA 154708	Registered 12/22/1967	Envoy LLC (f/k/a Envoy Corporation)
ODYSENT	CTM	987818	Registered 11/10/1998	Kinetra LLC
CONTROL-O-FAX	U.S.	688323	Registered	Envoy LLC

Mark	Country	Reg. No. App. No.	Reg. Date App. Date	Owner
EMC*EXPRESS	U.S.	1,564,967	11/17/1959 Registered 11/7/1989	(f/k/a Envoy Corporation) Envoy LLC (as successor to EMC*Express, Inc.)
ENVOY	U.S.	1,544,820	Registered 6/20/1989	Envoy LLC (f/k/a Envoy Corporation)
KINETRA	U.S.	2,384,529	Registered 9/12/2000	Kinetra LLC
KINETRA & DESIGN	U.S.	2,376,478	Registered 8/15/2000	Kinetra LLC
MED E AMERICA	U.S.	1,695,044	Registered 6/16/1992	MedE America LLC (f/k/a MedE America Corporation)
Healthpayers USA	U.S.	2,904,164	Registered 11/23/2004	Advanced Business Fulfillment, Inc.
VERIQUEST	U.S.	2,000,249	Registered 9/10/1996	Envoy LLC (f/k/a Envoy Corporation)
SMART SEARCH	U.S.	78/840,367	Applied 3/17/2006	Envoy LLC (f/k/a Envoy Corporation)
EDICOMM	U.S.	2,305,635	Registered 1/4/2000	Medi, Inc.