

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HMS Software, Inc.		04/05/2007	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Cratos Capital Management, LLC, as Agent
Street Address:	3440 Preston Ridge Road
Internal Address:	Suite 400
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2096666	HMS-CAPP
Registration Number:	2622300	HMS-MANUFACTURING CHANGE MANAGEMENT
Registration Number:	2689425	HMS-MANUFACTURING ENGINEERING CHANGE MANAGEMENT
Registration Number:	2366205	HMS-NON CONFORMANCE MANAGEMENT
Registration Number:	2849786	HMS-QUALITY MANAGEMENT
Registration Number:	2450552	HMS-SHOP FLOOR MANAGEMENT

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-863-7198
 Email: nancy.brougher@goldbergkohn.com
 Correspondent Name: Nancy Brougher c/o Goldberg Kohn
 Address Line 1: 55 East Monroe Street

OP \$165.00 2096666

Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6116.004
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	04/11/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of April, 2007, by HMS SOFTWARE, INC., a Massachusetts corporation ("Grantor"), in favor of CRATOS CAPITAL MANAGEMENT, LLC a Delaware limited liability company, as agent (hereinafter, in such capacity, the "Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to the Credit Agreement (as defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement dated as of April 5, 2007 (as amended and in effect from time to time, the "Credit Agreement"), among Grantor, Visiprise, Inc., a Delaware corporation ("Parent"; and together with Grantor, "Borrowers"), the Lenders and the Agent; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of April 5, 2007 among Grantor, certain affiliates of Grantor, and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, 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 Credit Agreement;

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 Credit Agreement and 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 Obligations, Grantor hereby grants to Grantee, for the benefit of itself and Lenders, 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) all Trademarks listed on Schedule I hereto;
- (ii) all reissues, continuations or extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and


(iv) 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 of the foregoing, or (b) injury to the goodwill associated with any of the foregoing.

3. Counterparts. This 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 Agreement by signing and delivering one or more counterparts.

[Signature page follows]

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

HMS SOFTWARE, INC.

By 
Its CFD

Agreed and Accepted
As of the Date First Written Above

CRATOS CAPITAL MANAGEMENT, LLC
as Agent

By: Cratos Capital Partners, LLC
Its Manager

By: _____
Name:
Title:

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

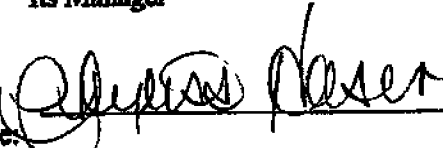
HMS SOFTWARE, INC.

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

CRATOS CAPITAL MANAGEMENT, LLC
as Agent

By: Cratos Capital Partners, LLC
Its Manager

By:  _____
Name:
Title:

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark:</u>	<u>Registration Number:</u>	<u>Owner:</u>	<u>Country Registered:</u>	<u>Registration Date:</u>
HMS-CAPP	99101	HMS Software, Inc.	European Community	December 20, 1999
HMS-CAPP	96/24	HMS Software, Inc.	France	May 10, 1996
HMS-CAPP	39623079	HMS Software, Inc.	Germany	May 22, 1996
HMS-CAPP	52002/98	HMS Software, Inc.	Japan	December 2, 1999
HMS-CAPP	6136	HMS Software, Inc.	United Kingdom	July 21, 1996
HMS-CAPP	2096666	HMS Software, Inc.	United States	September 16, 1997
HMS-MANUFACTURING CHANGE MANAGEMENT	1920164	HMS Software, Inc.	European Community	June 5, 2001
HMS-MANUFACTURING CHANGE MANAGEMENT	2000-116365	HMS Software, Inc.	Japan	September 7, 2001
HMS-MANUFACTURING CHANGE MANAGEMENT	2622300	HMS Software, Inc.	United States	September 17, 2002
HMS-MANUFACTURING ENGINEERING CHANGE MANAGEMENT	1920230	HMS Software, Inc.	European Community	June 5, 2001
HMS-MANUFACTURING ENGINEERING CHANGE	2000-116366	HMS Software, Inc.	Japan	November 23, 2000

MANAGEMENT				
HMS-MANUFACTURING ENGINEERING CHANGE MANAGEMENT	2689425	HMS Software, Inc.	United States	February 18, 2003
HMS-NON CONFORMANCE MANAGEMENT	0082	HMS Software, Inc.	European Community	October 16, 2000
HMS-NON CONFORMANCE MANAGEMENT	3004324	HMS Software, Inc.	France	January 28, 2000
HMS-NON CONFORMANCE MANAGEMENT	30001228409	HMS Software, Inc.	Germany	January 10, 2000
HMS-NON CONFORMANCE MANAGEMENT	2000-000975	HMS Software, Inc.	Japan	December 26, 2000
HMS-NON CONFORMANCE MANAGEMENT	6318	HMS Software, Inc.	United Kingdom	January 10, 2000
HMS-NON CONFORMANCE MANAGEMENT	2366205	HMS Software, Inc.	United States	July 11, 2000
HMS-QUALITY MANAGEMENT	200402180	HMS Software, Inc.	European Community	May 24, 2004
HMS-QUALITY MANAGEMENT	2849786	HMS Software, Inc.	United States	June 1, 2004
HMS-SHOP FLOOR MANAGEMENT	0084	HMS Software, Inc.	European Community	October 23, 2000
HMS-SHOP FLOOR MANAGEMENT	3004322	HMS Software, Inc.	France	January 28, 2000
HMS-SHOP FLOOR MANAGEMENT	30001229209	HMS Software, Inc.	Germany	January 10, 2000
HMS-SHOP FLOOR MANAGEMENT	2000-000974	HMS Software, Inc.	Japan	December 26, 2000
HMS-SHOP FLOOR MANAGEMENT	6318	HMS Software, Inc.	United Kingdom	March 8, 2000
HMS-SHOP FLOOR	2450552	HMS	United	February 20,

MANAGEMENT		Software, Inc.	States	2001
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TRADEMARK APPLICATIONS

Trademark Application
Description

U.S. Application No.

Date Applied

None

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