

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
Visiprise, Inc.		04/05/2007	CORPORATION: DELAWARE
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: 4			
Property Type	Number	Word Mark	
Registration Number:	2562728	NETVENDOR	
Registration Number:	2499452	SFDM	
Registration Number:	2537078	SFLM	
Registration Number:	2408094	ICC INDUSTRIAL COMPUTER CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher c/o Goldberg Kohn		
Address Line 1:	55 East Monroe Street		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6116.004		

OP \$115.00 2562728

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	04/11/2007
Total Attachments: 5 source=Visiprise Trademark Security Agreement#page1.tif source=Visiprise Trademark Security Agreement#page2.tif source=Visiprise Trademark Security Agreement#page3.tif source=Visiprise Trademark Security Agreement#page4.tif source=Visiprise Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of April, 2007, by VISIPRISE, INC., a Delaware 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, HMS Software, Inc., a Massachusetts corporation ("Company" 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.

VISIPIRISE, INC.

By 
Its CPD

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.

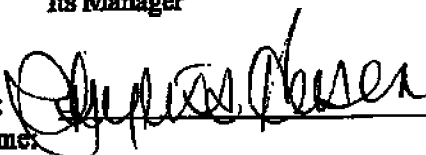
VISIPRISE, INC.

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>
NetVendor	2562728	Visiprise, Inc.	United States	April 23, 2002
SFDM	2499452	Visiprise, Inc.	United States	October 23, 2001
SFLM	2537078	Visiprise, Inc.	United States	February 5, 2002
ICC Industrial Computer Corporation	2408094	Visiprise, Inc.	United States	November 28, 2000

TRADEMARK APPLICATIONS

Trademark Application Description

U.S. Application No.

Date Applied

None