

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
NT Merger Sub, Inc.		04/10/2007	CORPORATION: DELAWARE
NT Acquisition, Inc.		04/10/2007	CORPORATION: DELAWARE
NT Investor Holdings, Inc.		04/10/2007	CORPORATION: DELAWARE
Netsmart New York, Inc.		04/10/2007	CORPORATION: DELAWARE
Netsmart Ohio, Inc.		04/10/2007	CORPORATION: OHIO
Netsmart Public Health, Inc.		04/10/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., As Agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2723412	CMHC
Registration Number:	2723413	CMHC SYSTEMS
Registration Number:	2598510	ECET CLINICAL EXPERT TECHNOLOGY
Registration Number:	2153278	
Registration Number:	2531876	ONE THE INTEGRATION OF HEALTHCARE & TECHNOLOGY
Registration Number:	2872914	TX MANAGEMENT SUITE
Registration Number:	1762542	TXPLAN
Registration Number:	2922982	QS
Registration Number:	3110690	SOFTWARE JUST FOR PUBLIC HEALTH

TRADEMARK

REEL: 003536 FRAME: 0193

900076139

OP \$290.00 2723412

Registration Number:	1441843	AIMS
Registration Number:	1542059	ADVANCED INSTITUTIONAL MANAGEMENT SOFTWARE

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8000
Email: eileen.sullivan@bingham.com
Correspondent Name: Eileen Sullivan
Address Line 1: Bingham McCutchen LLP
Address Line 2: 150 Federal Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	TMK 2ND LIEN
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NAME OF SUBMITTER:	Eileen Sullivan
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Signature:	/eileen sullivan/
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Date:	05/07/2007
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Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th day of April, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of April 10, 2007 (as amended, restated, modified, supplemented, refinanced, renewed or extended from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), among NT Investor Holdings, Inc., a Delaware corporation ("Holdings"), NT Acquisition, Inc., a Delaware corporation ("Parent"), and NT Merger Sub, Inc., a Delaware corporation (and immediately after the consummation of the Merger Transaction, Netsmart Technologies, Inc., a Delaware corporation) ("Borrower"), the lenders party thereto as "Lenders" from time to time ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated as of April 10, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its United States Trademarks including those referred to on Schedule I hereto (which schedule shall not include shrinkwrap or clickwrap licenses or agreements of mass-market, commercially available software licensed to Borrower or shrinkwrap or clickwrap licenses or agreements licensed by Borrower to third parties);

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. To the extent required under the Security Agreement, Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademarks. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any

reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than Unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document may be satisfied by the transmission of an electronic Record and any electronic Record so transmitted shall have the same effect as the delivery of a writing.

8. INTERCREDITOR AGREEMENT Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Trademark Security Agreement, the exercise of any right or remedy with respect hereto, and certain of the rights of the Agent and Lender Group are subject to the provisions of the Intercreditor Agreement dated as of April 10, 2007, (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between Wells Fargo Foothill, Inc., as First Lien Agent, and Wells Fargo Foothill, Inc., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Copyright Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

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

GRANTORS:

NT MERGER SUB, INC.,
a Delaware corporation

By: Lawrence R. Harden
Name: _____
Title: _____

NT ACQUISITION, INC.,
a Delaware corporation

By: Lawrence R. Harden
Name: _____
Title: _____

NT INVESTOR HOLDINGS, INC.,
a Delaware corporation

By: Lawrence R. Harden
Name: _____
Title: _____

NETSMART NEW YORK, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

NETSMART OHIO, INC.,
an Ohio corporation

By: _____
Name: _____
Title: _____

NETSMART PUBLIC HEALTH, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

[Signature Page to Second Lien Trademark Security Agreement]

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

GRANTORS:

NT MERGER SUB, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

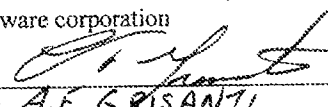
NT ACQUISITION, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

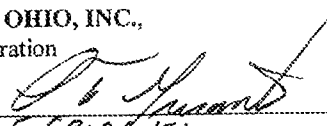
NT INVESTOR HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____


NETSMART NEW YORK, INC.,
a Delaware corporation

By: 
Name: A.F. GRISANTI
Title: C.F.O.

NETSMART OHIO, INC.,
an Ohio corporation

By: 
Name: A.F. GRISANTI
Title: C.F.O.

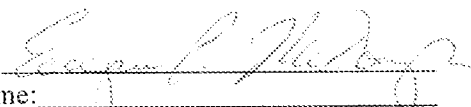
NETSMART PUBLIC HEALTH, INC.,
a Delaware corporation

By: 
Name: A.F. GRISANTI
Title: C.F.O.

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: 
Name: _____
Title: _____

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Loan Party	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date
Netsmart Ohio, Inc.	CMHC	Registered	76/335,115	11/07/01	2,723,412	06/10/03	06/10/13
Netsmart Ohio, Inc.	CMHC SYSTEMS	Registered	76/335,116	11/07/01	2,723,413	06/10/03	06/10/13
Netsmart Ohio, Inc.	eCET CLINICAL EXPERT TECHNOLOGY	Registered	76/769,105	08/06/99	2,598,510	07/23/02	07/23/12
Netsmart Ohio, Inc.	CMHC LOGO	Registered	74/715,919	08/11/95	2,153,278	04/28/98	04/28/08
Netsmart Ohio, Inc.	ONE THE INTEGRATION OF HEALTHCARE & TECHNOLOGY	Registered	76/183,251	12/15/00	2,531,876	01/22/02	01/22/12
Netsmart Ohio, Inc.	TX MANAGEMENT SUITE	Registered	76/480,100	01/02/03	2,872, 914	08/10/04	08/10/14
Netsmart Ohio, Inc.	TXPLAN	Registered	74/236,533	01/10/92	1762542	04/06/93 (renewed in 2003)	04/6/2013
Netsmart Public Health, Inc.	QS logo	Registered	78/339,540	12/11/03	2,922,982	02/01/05	02/01/15
Netsmart Public Health, Inc.	"Software just for public health"	Registered	78/339,520	12/11/03	3,110,690	06/27/06	06/27/16
Netsmart New York, Inc.	AIMS	Registered	73/569,403	11/19/85	1,441,843	07/09/87	07/09/07
Netsmart New York, Inc.	Advanced Institutional Management Software	Registered	73/569,402	11/19/85	1,542,059	05/30/89	05/30/09