

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
ACCURO HEALTHCARE SOLUTIONS, INC.		07/16/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION		
Street Address:	500 West Monroe Street		
Internal Address:	Attn: Accuro Account Manager		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3012917	ABN MANAGER	
Registration Number:	2954798	ABN MANAGER PRO	
Registration Number:	3183815	CAREPRICER	
Registration Number:	2939754	CDM INFORMANT	
Registration Number:	3034215	CDM MANAGER	
Registration Number:	2555846	CLAIMSHOP	
Registration Number:	2959445	CMS INFORMANT	
Registration Number:	2337928	CODECORRECT	
Registration Number:	3039967	CODECORRECT COACH	
Registration Number:	2171629	I-MACS	
Registration Number:	2937812	INFORMANT	
Registration Number:	2788212	INNOVATIVE HEALTH SOLUTIONS	
Registration Number:	3017282	KNOWLEDGEASSIST	

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TRADEMARK
REEL: 003581 FRAME: 0063

Registration Number:	2939752	KNOWLEDGESOURCE
Registration Number:	2939753	KNOWLEDGESOURCE PRO
Registration Number:	2939749	REVENUEDASHBOARD
Registration Number:	2939748	REVENUESOURCE

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312/876-6557

Email: christina.mcclure@lw.com

Correspondent Name: Christina McClure

Address Line 1: 233 S. Wacker Drive, Ste. 5800

Address Line 2: c/o Latham & Watkins

Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	025646-0322
NAME OF SUBMITTER:	Christina McClure
Signature:	/christina mcclure/
Date:	07/16/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 16, 2007, by ACCURO HEALTHCARE SOLUTIONS, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of January 20, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, 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 Credit Agreement or in Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of 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 Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill associated with and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, 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.

ACCURO HEALTHCARE SOLUTIONS,
INC., as Grantor

By: David D. Hagey
Name: David D. Hagey
Title: Senior Vice President, CFO & Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, 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.

ACCURO HEALTHCARE SOLUTIONS,
INC., as Grantor

By: _____

Name: David D. Hagey

Title: Senior Vice President, CFO & Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____

Name:  Eric J. Hartung

Title: Vice President

Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003581 FRAME: 0068

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark	Serial No.	Registration No.	Registration Date	Owner
ABN MANAGER	78/303,063	3,012,917	11/8/2005	Accuro Healthcare Solutions, Inc.
ABN MANAGER PRO	78/303,436	2,954,798	5/24/2005	Accuro Healthcare Solutions, Inc.
CAREPRICER	78/809,439	3,183,815	12/12/2006	Accuro Healthcare Solutions, Inc.
CDM INFORMANT	78/303,901	2,939,754	4/12/2005	Accuro Healthcare Solutions, Inc.
CDM MANAGER	78/303,061	3,034,215	12/27/2005	Accuro Healthcare Solutions, Inc.
CLAIMSHOP	76/274,788	2,555,846	4/2/2002	Accuro Healthcare Solutions, Inc.
CMS INFORMANT	78/303,417	2,959,445	6/7/2005	Accuro Healthcare Solutions, Inc.
CODECORRECT	75/614,039	2,337,928	4/4/2000	Accuro Healthcare Solutions, Inc.
CODECORRECT COACH	78/303,080	3,039,967	1/10/2006	Accuro Healthcare Solutions, Inc.
I-MACS (stylized)	75/054,720	2,171,629	7/7/1998	Accuro Healthcare Solutions, Inc.
INFORMANT	78/303,899	2,937,812	4/5/2005	Accuro Healthcare Solutions, Inc.
INNOVATIVE HEALTH SOLUTIONS	76/419,853	2,788,212	12/2/2003	Accuro Healthcare Solutions, Inc.
KNOWLEDGEASSIST	78/304,624	3,017,282	11/22/2005	Accuro Healthcare Solutions, Inc.
KNOWLEDGESOURCE	78/303,769	2,939,752	4/12/2005	Accuro Healthcare Solutions, Inc.

Trademark	Serial No.	Registration No.	Registration Date	Owner
KNOWLEDGESOURCE PRO	78/303,783	2,939,753	4/12/2005	Accuro Healthcare Solutions, Inc.
REVENUEDASHBOARD	78/303,066	2,939,749	4/12/2005	Accuro Healthcare Solutions, Inc.
REVENUESOURCE	78/303,059	2,939,748	4/12/2005	Accuro Healthcare Solutions, Inc.