

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
Quovadx, Inc.	FORMERLY Quovadx, Inc., a Delaware corporation	07/18/2007	CORPORATION: GEORGIA

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: 14

Property Type	Number	Word Mark
Registration Number:	1994113	CLOVERLEAF
Registration Number:	2565985	INSURENET
Registration Number:	2511895	INSURENET
Registration Number:	2969109	QDX
Registration Number:	2594380	HXML
Registration Number:	3160449	CLOVERLEAF
Registration Number:	3160451	CLOVERLEAF
Registration Number:	3155101	CONNECTED BY CLOVERLEAF
Registration Number:	3152085	CONNECTED BY CLOVERLEAF
Registration Number:	3152100	
Registration Number:	3160529	
Registration Number:	3144387	X
Registration Number:	3201559	QUOVADX

CH \$365.00 1994113

Registration Number:

3201662

QUOVADX

CORRESPONDENCE DATA

Fax Number: (617)526-9899

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

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: One International Place

Address Line 2: Proskauer Rose LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

76751/010

NAME OF SUBMITTER:

Christine Slattery

Signature:

/Christine Slattery/

Date:

08/09/2007

Total Attachments: 17

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18th day of July, 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 and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 18, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Quovadx Holdings, Inc., a Delaware corporation ("Parent"), Quovadx, Inc., a Georgia corporation ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof,

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 and the Bank Product Provider, that certain Security Agreement dated of even date herewith (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, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, 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 and the Bank Product Provider, a continuing first priority security interest 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 Trademarks and rights in or to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(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, continuations in part, substitutes, extensions, modifications or renewals of and improvements on 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, whether or not such Trademark is licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark, whether or not such Trademark is 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, the Bank Product Provider 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 and the Bank Product Provider, 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. 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 trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. 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 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 indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. 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 shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[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:

QUOVADX HOLDINGS, INC.
a Delaware corporation

By: 

Name: R. David Tabors
Title: President

QUOVADX, INC.
a Georgia corporation

By: 

Name: R. David Tabors
Title: President

ADVICA HEALTH RESOURCES, INC.
a Delaware corporation

By: 

Name: R. David Tabors
Title: President

CONFER SOFTWARE, INC.
a California corporation

By: 

Name: R. David Tabors
Title: President

QUOVADX INTERNATIONAL, INC.
a Colorado corporation

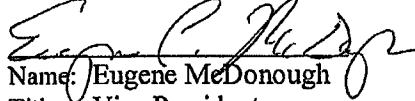
By: 

Name: R. David Tabors
Title: President

[TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent


By: 
Name: Eugene McDonough
Title: Vice President

[TRADEMARK SECURITY AGREEMENT - QUOVADIX]

**TRADEMARK
REEL: 003598 FRAME: 0012**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Quovadx, Inc.	U.S.	QUOVADX	Application No.: 78/839,193 Registration No.: 3,201,662	Registered: 1/23/07
Quovadx, Inc.	U.S.	QUOVADX	Application No.: 78/834,685 Registration No.: 3,201,559	Registered: 1/23/07
Quovadx, Inc.	U.S.	X (Stylized and Color) 	Application No. 78/561,093 Registration No. 3,144,387	Registered: 9/19/06
Quovadx, Inc.	U.S.	QDX	Registration No. 2,969,109	Registered: 07/19/2005
Quovadx, Inc.	Benelux (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861 077	Registered: 7/8/05
Quovadx, Inc.	Bulgaria (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Quovadx, Inc.	Canada	CLOVERLEAF	Application No. 1,264,293	Response to O/A filed: 2/6/07
Quovadx, Inc.	China (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05
Quovadx, Inc.	Croatia (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05
Quovadx, Inc.	Czech Republic (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05
Quovadx, Inc.	Denmark (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No. 861077 Granted Validity in Denmark: 9/26/06	Granted Validity in Denmark: 9/26/06 (no certificate is issued)

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Quovadx, Inc.	Egypt	CLOVERLEAF	Application No. 177010	Letter from agent mark has been accepted; publication fees will be paid and mark will register 7/17/06. Fees paid: 8/16/06
Quovadx, Inc.	Egypt	CLOVERLEAF	Application No. 177011	Letter from agent mark has been accepted; publication fees will be paid and mark will register 7/17/06 Fees paid: 8/16/06
Quovadx, Inc.	Estonia (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05
Quovadx, Inc.	EU (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No. 861077 Statement of Grant of Protection issued: 11/23/05	Registered: 7/8/05 Statement of Grant of Protection issued 11/23/05 Confirmation no oppositions filed: 8/25/06

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Quovadx, Inc.	Finland (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05
Quovadx, Inc.	France (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05
Quovadx, Inc.	Georgia (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077 Statement of Grant of Protection issued: 8/14/06	Registered: 7/8/05 Statement of Grant of Protection issued: 8/14/06 Opposition period ended/new Statement of Grant of Protection issued: 10/30/06
Quovadx, Inc.	Germany (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Quovadx, Inc.	Greece (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05
Quovadx, Inc.	Hungary (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No. 861077 Statement of Grant of Protection issued: 5/10/06	Registered: 07/08/2005 Statement of Grant of Protection issued: 5/10/06
Quovadx, Inc.	India	CLOVERLEAF	Application No. 01370229	Published: 11/10/06
Quovadx, Inc.	India	CLOVERLEAF	Application No. 01370230	Published: 11/10/06
Quovadx, Inc.	Ireland (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No. 861077 Statement of Grant of Protection issued: 4/3/06	Registered: 7/8/05 Statement of Grant of Protection issued: 4/3/06


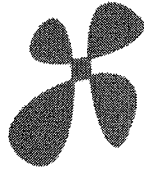
Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Quovadx, Inc.	Italy (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05
Quovadx, Inc.	Australia, Belarus, Benelux, Bulgaria, China, Croatia, Czech Republic, Denmark, Estonia, CTM, Finland, France, Georgia, Germany, Greece, Hungary, Ireland, Italy, Japan, Kenya, Lesotho, Lithuania, Norway, Poland, Portugal, Romania, Russian Federation, Slovakia, Spain, Sweden, Ukraine, U.K., Zambia	CLOVERLEAF	International Application No. A0001954 Registration No. 861,077	Registered: 07/08/2005
Quovadx, Inc.	Japan (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 Registration No. 861,077	Registered in Japan: 11/17/06
Quovadx, Inc.	Kenya (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Quovadx, Inc.	Lesotho (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05
Quovadx, Inc.	Lithuania (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05
	Norway (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077 Statement of Grant of Protection issued: 7/27/06	Registered: 7/8/05 Statement of Grant of Protection issued: 7/27/06 Opposition period ended – new Statement of Grant of Protection issued: 9/15/06
Quovadx, Inc.	Poland (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Quovadx, Inc.	Portugal (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05
Quovadx, Inc.	Romania (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05
Quovadx, Inc.	Russia (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05
Quovadx, Inc.	Saudi Arabia	CLOVERLEAF	Application No.: 100944 Registration No.: 875/32	Registered: 11/28/06
Quovadx, Inc.	Saudi Arabia	CLOVERLEAF	Application No.: 100945 Registration No.: 875/33	Registered: 11/26/06
Quovadx, Inc.	Slovakia (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Quovadx, Inc.	South Africa	CLOVERLEAF	Application No. 2005/13972-3	O/A issued: 10/14/06 Response filed: 11/10/06
Quovadx, Inc.	Spain (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05
Quovadx, Inc.	Sweden (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05 Provisional Refusal issued: 1/26/07 Email to agent to respond to Refusal: 3/12/07
Quovadx, Inc.	Taiwan	CLOVERLEAF	Application No. (94) 33106 Registration No. 1192020	Registered: 1/16/06
Quovadx, Inc.	Taiwan	CLOVERLEAF	Application No. (94) 33105 Registration No. 1203093	Registered: 4/1/06
Quovadx, Inc.	Ukraine (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Quovadx, Inc.	United Arab Emirates	CLOVERLEAF	Application No. 71219 Registration No. 77399	Registered: 11/12/06
Quovadx, Inc.	United Arab Emirates	CLOVERLEAF	Application No. 71220 Registration No. 59312	Registered: 02/04/06
Quovadx, Inc.	United Kingdom (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No. 861077 Statement of Grant of Protection Issued: 5/9/0	Registered: 07/08/2005 Statement of Grant of Protection Issued: 5/9/06
Quovadx, Inc.	U.S.	CLOVERLEAF	Application No.: 74/588,530 Registration No. 1,994,113	Registered: 8/13/96 Notice of acceptance of Renewal received: 10/17/06
Quovadx, Inc.	U.S.	CLOVERLEAF	Application No. 78/546,487 Registration No. 3,160,449	Registered: 10/17/06
Quovadx, Inc.	U.S.	CLOVERLEAF	Application No. 78/546,498 Registration No. 3,160,451	Registered: 10/17/06

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Quovadx, Inc.	Zambia (Madrid Protocol)	CLOVERLEAF	International Application No. A0001954 International Registration No.: 861077	Registered: 7/8/05
Quovadx, Inc.	U.S.	 CLOVERLEAF Design in Color	Serial No. 78/557,272 Registration No. 3,152,100	Registered: 10/3/06
Quovadx, Inc.	U.S.	 CLOVERLEAF Design in Color	Serial No. 78/557,274 Registration No. 3,160,529	Registered: 10/17/06
Quovadx, Inc.	U.S.	CONNECTED BY CLOVERLEAF	Serial No. 78/552,929 Registration No. 3,155,101	Registered: 10/10/06
Quovadx, Inc.	U.S.	CONNECTED BY CLOVERLEAF	Serial No. 78/552,931 Registration No. 3,152,085	Registered: 10/3/06
Quovadx, Inc.	U.S.	HXML	Registration No. 2,594,380	Registered: 7/16/2002
Quovadx, Inc.	U.S.	INSURENET	Application No. 76/006,967 Registration No. 2,511,895	Registered: 11/27/01

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Quovadx, Inc.	U.S.	INSURENET	Application No. 76/006,964 Registration No. 2,565,985	Registered: 4/30/02
Quovadx, Inc.	U.S.	ORDERNET	Registration No. 2,544,295	Registered: 03/05/2002
Quovadx, Inc.	U.S.	RECORDNET	Application No. 76/080,946 Registration No. 2,496,001	Registered: 10/9/2001

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

ORDERNET [do not renew status]
RECORDNET [do not renew status]
HXML

Trademark Licenses

In the ordinary course of business, Grantors license (inbound and outbound) trademarks for use in conjunction with reseller, distributor and software license agreements