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 |
|-------------|----------|----------------|-----------------------|
| Picis, Inc. | | 08/08/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| Name: | Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent |
|-----------------|--|
| Street Address: | 6011 Connection Drive |
| City: | Irving |
| State/Country: | TEXAS |
| Postal Code: | 75039 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

PROPERTY NUMBERS Total: 28

900084009

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 2791663 | EQUAL |
| Registration Number: | 2518335 | EVAL |
| Registration Number: | 2917966 | EXTELLIGENCE |
| Registration Number: | 2773214 | IBEX |
| Registration Number: | 2864585 | IBEX |
| Registration Number: | 2876631 | IBEX HEALTHDATA SYSTEMS |
| Registration Number: | 2857631 | IBEX PULSECHECK |
| Registration Number: | 2990168 | IBEXPEN |
| Registration Number: | 3247602 | PICIS |
| Registration Number: | 2778766 | PICIS |
| Registration Number: | 2924107 | PICIS |
| Registration Number: | 2323614 | PULSECHECK |
| Registration Number: | 2809052 | SAVENT |
| Registration Number: | 2796223 | SMARTRACK |
| | | TDADEMADK |

TRADEMARK

REEL: 003598 FRAME: 0222

| Registration Number: | 2594952 | IBEXLINK |
|----------------------|----------|-----------------------------|
| Serial Number: | 78942197 | CARESUITE |
| Serial Number: | 77059012 | CARECENTRAL |
| Serial Number: | 77168676 | PICISPEN |
| Serial Number: | 77168680 | QUICKQUERY |
| Serial Number: | 77168683 | CLICK'N LINK |
| Serial Number: | 77168687 | MEDCREDENTIALS |
| Serial Number: | 77168689 | MEDDIETARY |
| Serial Number: | 77168693 | MEDQM |
| Serial Number: | 77168705 | MEDSCHEDULE |
| Serial Number: | 77168707 | MEDSURG |
| Serial Number: | 77168712 | MEDTRACK FOR BED MANAGEMENT |
| Serial Number: | 77168716 | MEDTRACK FOR ED |
| Serial Number: | 77168719 | MEDTRACK FOR OR |

CORRESPONDENCE DATA

Fax Number: (404)888-4190

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

Phone: 404-888-4284

Email: tramstrom@hunton.com

Correspondent Name: Todd Ramstrom

Address Line 1: 600 Peachtree Street, NE Ste. 4100

Address Line 2: Hunton & Williams

Address Line 4: Atlanta, GEORGIA 30308

| NAME OF SUBMITTER: | Timothy Johnson, Esq. |
|--------------------|-------------------------|
| Signature: | /Timothy Johnson, Esq./ |
| Date: | 08/09/2007 |

Total Attachments: 6 source=PicisT#page1.tif source=PicisT#page2.tif source=PicisT#page3.tif source=PicisT#page4.tif source=PicisT#page5.tif source=PicisT#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of August 8, 2007, by PICIS, INC., a Delaware corporation (successor in interest to IBEX Healthdata Systems, Inc, a Delaware corporation) ("Grantor"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. ("GSSLG"), as Collateral Agent ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of August 8, 2007, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans to Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

- 1. **Defined Terms**. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.
- 2. **Grant of Security Interest in Trademark Collateral**. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, 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, without limitation, those referred to on <u>Schedule 1</u> hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, 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 owned Trademark or Trademark licensed under any Trademark License, and (ii) injury to the goodwill associated with any owned Trademark or any Trademark licensed under any Trademark License.
- 3. **Pledge and Security Agreement**. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby

acknowledges and affirms that the rights and remedies of Collateral 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.

4. **Counterparts**. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

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

> PICIS, INC.: Name: Title: UF0

ACKNOWLEDGMENT OF GRANTOR

| STATE OF Massachusery) | | |
|--|--|------------------------------------|
| COUNTY OF Mades (x) | | |
| On this Late day of August Scout Leat 3, who proved to me on the base who executed the foregoing instrument on behalf of did depose and say that (i) he is an authorized off signed on behalf of Picis, Inc. as duly authorized by such instrument to be the free act and deed of Picis, Inc. | Picis, Inc., and who being ficer of Picis, Inc., (ii) sure Picis, Inc. and (iii) he or Inc. Notary Public | duly sworn by me ch instrument was |
| | [Notarial Seal] | |
| ACCEPTED AND ACKNOWLEDGED BY: | | |
| COLLATERAL AGENT: | | |
| GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. | | |

Signature Page

By: Name: Title:

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

| | PICIS, INC.: |
|--|---|
| | By:Name: Title: |
| <u>ACKNOWLEDGMEN</u> | T OF GRANTOR |
| STATE OF TOXAS | |
| COUNTY OF Daylas) ss. | |
| On this Zad day of August Who executed the foregoing instrument on behalf of did depose and say that (i) he is an authorized or signed on behalf of Picis, Inc. as duly authorized by such instrument to be the free act and deed of Picis, | fficer of Picis, Inc., (ii) such instrument was by Picis, Inc. and (iii) he or she acknowledged |
| | [Notarial Seal] |
| ACCEPTED AND ACKNOWLEDGED BY: | |
| COLLATERAL AGENT: | BLEADETH CARNAL |
| GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. By: Johnston Name: David Johnston Title: Attorney In Feet | My Commission Expires September 6, 2009 |

Signature Page

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Schedule 1 to Trademark Security Agreement

PICIS TRADEMARK REGISTRATIONS

| Country | Trademark | Reg. No. | Reg. Date |
|-----------|-------------------------|-----------|--------------|
| Australia | PICIS | 1128572 | Aug 8 2006 |
| Canada | CARESUITE | 689875 | Jun 15 2007 |
| CTM | IBEXPEN | 4120747 | Jan 24 2006 |
| Singapore | CARESUITE | T0619431F | Sep 15 2006 |
| Singapore | PICIS | T0616245G | Aug 8 2006 |
| USA | EQUAL (Stylized) | 2791663 | Dec 9 2003 |
| USA | EVAL (Stylized) | 2518335 | Dec 11 2001 |
| USA | EXTELLIGENCE | 2917966 | Jan 11 2005 |
| USA | IBEX | 2773214 | Oct 14 2003 |
| USA | IBEX (and design) | 2864585 | Jul 20 2004 |
| USA | IBEX HEALTHDATA SYSTEMS | 2876631 | Aug 24 2004 |
| USA | IBEX PULSECHECK | 2857631 | Jun 29 2004 |
| USA | IBEXPEN | 2990168 | Aug 30 2005 |
| USA | PICIS | 3247602 | May 29 2007 |
| USA | PICIS | 2778766 | Oct 28 2003 |
| USA | PICIS Logo | 2924107 | Feb 1 2005 |
| USA | PULSECHECK | 2323614 | Feb 29 2000 |
| USA | SAVENT | 2809052 | Jan 27 2004 |
| USA | SMARTRACK | 2796223 | Dec 16 2003 |
| USA | IBEX LINK | 2594952 | Jul 16, 2002 |

PICIS TRADEMARK APPLICATIONS

| Country | Trademark | App. No. | App. Date |
|-----------|--------------|----------|-------------|
| Australia | CARESUITE | 1136056 | Sep 15 2006 |
| Canada | PICIS | 1312071 | Aug 8 2006 |
| Canada | IBEXPEN | 1238329 | Nov 15 2004 |
| Canada | CareCentral | 1327226 | Dec 11 2006 |
| CTM | CARESUITE | 5248463 | Aug 9 2006 |
| CTM | PICIS | 5248349 | Aug 9 2006 |
| CTM | CareCentral | 5537931 | Dec 8 2006 |
| CTM | EXTELLIGENCE | 5864161 | Apr 27 2007 |
| CTM | SMARTRACK | 5864236 | Apr 27 2007 |
| CTM | SAVENT | 5864129 | Apr 27 2007 |

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| CTM | Picis Logo | 5864053 | Apr 27 2007 |
|-----|-----------------------------|----------|-------------|
| | | | |
| UK | THEATRE MANAGER | 2454192 | Apr 30 2007 |
| USA | CARESUITE | 78942197 | Aug 1 2006 |
| USA | CareCentral | 77059012 | Dec 7 2006 |
| USA | PICISPEN | 77168676 | Apr 30 2007 |
| USA | QUICKQUERY | 77168680 | Apr 30 2007 |
| USA | CLICK'N LINK | 77168683 | Apr 30 2007 |
| USA | MEDCREDENTIALS | 77168687 | Apr 30 2007 |
| USA | MEDDIETARY | 77168689 | Apr 30 2007 |
| USA | MEDQM | 77168693 | Apr 30 2007 |
| USA | MEDSCHEDULE | 77168705 | Apr 30 2007 |
| USA | MEDSURG | 77168707 | Apr 30 2007 |
| USA | MEDTRACK FOR BED MANAGEMENT | 77168712 | Apr 30 2007 |
| USA | MEDTRACK FOR ED | 77168716 | Apr 30 2007 |
| USA | MEDTRACK FOR OR | 77168719 | Apr 30 2007 |

PICIS TRADEMARK LICENSES

| Name of Agreement | Parties | Date of Agreement |
|-------------------|---------|-------------------|
| None | | |

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RECORDED: 08/09/2007