

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Health Market Science, Inc.		11/05/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Phoenix Life Insurance Company, as Collateral Agent
Street Address:	56 Prospect Street
Internal Address:	2nd Floor, Private Placement Dept., c/o Phoenix Investment Partners
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06115
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78849758	HMS INVESTIGATORS
Serial Number:	78849750	HMS MEDICARESIM
Serial Number:	78849738	HMS DATA INTEGRATION SERVICES
Serial Number:	78849730	HMS DATAINQUIRY
Serial Number:	78849724	HMS DATAVAULT
Serial Number:	78849216	HMS PROVIDER MASTER FILE
Serial Number:	78849171	HMS DATAEXCHANGE
Serial Number:	78849140	HMS DATA INTEGRATION SYSTEM
Serial Number:	78849121	HMS DATAPUMP
Serial Number:	78841979	HMS NEWPRODUCTSIM
Serial Number:	78841070	NPI RIGHT
Serial Number:	78840944	HMS MARKETSIM
Serial Number:	78840895	HMS AFFILIATIONS

CH \$465.00 78849758

Serial Number:	78840883	HMS PXDX
Serial Number:	78840869	HEALTH MARKET SCIENCE
Serial Number:	77184416	HMS PROVIDERONLINE
Serial Number:	77185136	
Serial Number:	77184398	HMS PROFILES

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 8008339848

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 80 State Street

Address Line 2: 6th Floor

Address Line 4: Albany, NEW YORK 12207

ATTORNEY DOCKET NUMBER:	CSC # 396013
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	01/14/2008

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 5, 2007, by and between **PHOENIX LIFE INSURANCE COMPANY**, as Collateral Agent for Lenders ("Collateral Agent") and **HEALTH MARKET SCIENCE, INC.** a Delaware corporation ("Grantor").

RECITALS

A. Honeywell International Inc. Master Retirement Trust and Phoenix Life Insurance Company (collectively the "Lenders" and each is referred to individually as a "Lender", and together with Collateral Agent, collectively the "Lender Parties" and each is referred to individually as a "Lender Party") and Collateral Agent have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender Parties and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of Lenders, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender Parties, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Lender Parties, or any of them, Grantor grants and pledges to Collateral Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent under the Loan Agreement. The rights and remedies of Lender Parties with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender Parties as a matter of law or equity. Each right, power and remedy of Lender Parties provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender Parties, or any of them, of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including any Lender Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

HEALTH MARKET SCIENCE, INC.

2700 Horizon Drive, Suite 200
King of Prussia, PA 19406

Title:



Attn: Chief Executive Officer

COLLATERAL AGENT:

PHOENIX LIFE INSURANCE COMPANY

Address of Collateral Agent:

c/o Phoenix Investment Partners
56 Prospect Street
Private Placement Dept. 2nd Floor
Hartford, Connecticut 06115

By: _____

Title: _____

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Attn: Chief Executive Officer

COLLATERAL AGENT:

PHOENIX LIFE INSURANCE COMPANY

Address of Collateral Agent:

c/o Phoenix Investment Partners
56 Prospect Street
Private Placement Dept. 2nd Floor
Hartford, Connecticut 06115

JTM By: Christopher Will

Title: SVP

SCHEDULE

Copyrights (Exhibit A)

None.

Patents (Exhibit B)

None.

Trademarks (Exhibit C)

Description	Registration/Application Number	Registration/Application Number
HMS Investigators	78/849,758	3/30/06
HMS MedicareSim	78/849,750	3/30/06
HMS Data Integration Services	78/849,738	3/30/06
HMS Data Inquiry	78/849,730	3/30/06
HMS DataVault	78/849,724	3/30/06
HMS Provider Master File	78/849,216	3/29/06
HMS Data Exchange	78/849,171	3/29/06
HMS Data Integration System	78/849,140	3/29/06
HMS DataPump	78/849,121	3/29/06
HMS NewProductSim	78/841,979	3/21/06
NPI Right	78/841,070	3/20/06
HMS MarketSim	78/840,944	3/20/06
HMS Affiliations	78/840,895	3/20/06
HMS Px Dx	78/840,883	3/20/06
Health Market Science	78/840,869	3/20/06
HMS PROVIDERONLINE	77/184,416	5/18/07
HEALTH MARKET SCIENCE Logo	77/185,136	5/18/07
HMS PROFILES	77/184,398	5/18/07