

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Resignation and Appointment of Agent		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldman Sachs Specialty Lending Group, L.P.		08/15/2008	LIMITED PARTNERSHIP:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Foothill, Inc., as Collateral Agent		
<b>Street Address:</b>	One Boston Place, Suite 1800		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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	

OP \$390.00 2791663

**900114891**

**TRADEMARK**  
**REEL: 003844 FRAME: 0597**

Registration Number:

2594952

IBEXLINK

**CORRESPONDENCE DATA**

Fax Number: (312)863-7494

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

Phone: 312-863-7294

Email: sarah.endres@goldbergkohn.com

Correspondent Name: Sarah Endres

Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1989.172

NAME OF SUBMITTER:

Sarah Endres

Signature:

/sarah endres/

Date:

08/29/2008

**Total Attachments: 6**

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## **RESIGNATION AND APPOINTMENT OF AGENT UNDER TRADEMARK SECURITY AGREEMENT**

This RESIGNATION AND APPOINTMENT OF AGENT UNDER TRADEMARK SECURITY AGREEMENT is made as of this 15 day of August, 2008 between GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (hereinafter referred to as the "**Resigning Agent**") and WELLS FARGO FOOTHILL, INC., a California corporation, in its capacity as Collateral Agent (hereinafter referred to as the "**Successor Agent**").

### **WITNESSETH**

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of August 8, 2007, by and among Picis, Inc. (successor in interest to IBEX Healthdata Systems, Inc.) ("**Grantor**"), the other Credit Parties thereto from time to time, the Lenders party thereto from time to time, and Resigning Agent as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; all capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Credit Agreement), Lenders agreed to make the Loans to Borrowers;

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of August 8, 2007, by and among Grantor, the other grantors party thereto from time to time, and Resigning Agent, as Collateral Agent, Grantor granted Resigning Agent a security interest in certain of Grantor's assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, Resigning Agent and Grantor entered into that certain Trademark Security Agreement dated as of August 8, 2007, which was recorded in the records of the United States Patent and Trademark Office at Reel 003598, Frame 0222 (hereinafter referred to as the "**Mortgage**"); and

WHEREAS, Resigning Agent and Successor Agent entered into that certain Resignation and Appointment of Agent Agreement ("**Agency Agreement**") dated as of September 5, 2007, whereby Resigning Agent resigned in its capacity as Administrative Agent and Collateral Agent under the Credit Agreement and the other Credit Documents and Successor Agent was appointed as Administrative Agent and Collateral Agent under the Credit Agreement and the other Credit Documents.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Resigning Agent is released from each and all of its obligations, rights, powers and duties as "Collateral Agent" under the Mortgage, and Successor Agent assumes and accepts all such obligations, rights, powers and duties of the "Collateral Agent" under the Mortgage, including without limitation any such obligations, rights, powers and duties with

respect to the trademarks, trademark applications and trademark licenses identified on Schedule I attached hereto. All references in the Mortgage to the "Collateral Agent" shall, hereinafter, be deemed to refer to the Successor Agent.

2. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

3. This Agreement shall be governed by and construed in accordance with the laws of the state of New York.

4. To the extent this Resignation and Appointment of Agent Under Trademark Security Agreement is in conflict or otherwise inconsistent with the Agency Agreement, the terms and provisions of the Agency Agreement shall govern.

This Resignation and Appointment of Agent Under Trademark Security Agreement is made this 15 day of August, 2008.

[signature page follows]

GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P.

By   
Its Authorized Signatory

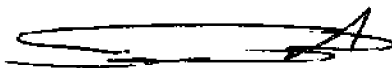
WELLS FARGO FOOTHILL, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P.

By \_\_\_\_\_  
Its \_\_\_\_\_

WELLS FARGO FOOTHILL, INC.

By  \_\_\_\_\_  
Its Vice President

## SCHEDULE I

### PICIS TRADEMARK REGISTRATIONS

Country	Trademark	Reg. No.	Reg. Date
Australia	PICIS	1128572	Aug 8 2006
Canada	CARESUTTE	689875	Jun 15 2007
CTM	IBEXPEN	4120747	Jan 24 2006
Singapore	CARESUTTE	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	CARESUTTE	1136056	Sep 15 2006
Canada	PICIS	1312071	Aug 8 2006
Canada	IBEXPEN	1238329	Nov 15 2004
Canada	CareCentral	1327226	Dec 11 2006
CTM	CARESUTTE	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

CTM	Picis Logo	5864053	Apr 27 2007
UK	THEATRE MANAGER	2454192	Apr 30 2007
USA	CARESUTIE	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		