

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CT Technologies Intermediate Holdings, Inc.		09/22/2008	CORPORATION: DELAWARE
CT Technologies Intermediate Holdings (TOPCO), Inc.		09/22/2008	CORPORATION: DELAWARE
Healthport Incorporated		09/22/2008	CORPORATION: SOUTH CAROLINA
Smart Holdings Corp.		09/22/2008	CORPORATION: DELAWARE
Healthport Technologies, LLC		09/22/2008	LIMITED LIABILITY COMPANY: GEORGIA
SHS Holdings, LLC		09/22/2008	LIMITED LIABILITY COMPANY: GEORGIA
Micro Innovations Inc.		09/22/2008	CORPORATION: MISSOURI
Chartone, Inc.		09/22/2008	CORPORATION: DELAWARE
Chartone, LLC		09/22/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	201 Merritt 7
<b>City:</b>	Norwalk
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06851
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	77317179	HEALTHPORT
Serial Number:	77317022	HEALTHPORT
Registration Number:	3040396	HEALTHPORT

OP \$340.00 77317179

Registration Number:	3200348	NAUVALIS HEALTHCARE SOLUTIONS
Registration Number:	2647284	QUICKVIEW
Registration Number:	3073370	\$D\$PAYONLINE
Registration Number:	2840050	DOCUSTORE
Registration Number:	3005660	E DISCLOSE
Registration Number:	2928431	ESMARTLOG
Registration Number:	3025359	SDS SMART DOCUMENT SOLUTIONS
Registration Number:	2928863	SMARTLINK
Registration Number:	2608967	CHARTING A BETTER WAY
Registration Number:	2732550	CHARTONE

**CORRESPONDENCE DATA**

Fax Number: (404)815-6555  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-815-6500  
Email: nedwards@kilpatrickstockton.com  
Correspondent Name: William H. Brewster  
Address Line 1: 1100 Peachtree Street, Suite 2800  
Address Line 2: Kilpatrick Stockton LLP  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	366328
NAME OF SUBMITTER:	Nancy S. Edwards
Signature:	/Nancy S. Edwards/
Date:	09/23/2008

**Total Attachments: 24**

source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page1.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page2.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page3.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page4.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page5.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page6.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page7.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page8.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page9.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page10.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page11.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page12.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page13.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page14.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page15.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page16.tif

**TRADEMARK**

**REEL: 003857 FRAME: 0382**

source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page17.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page18.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page19.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page20.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page21.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page22.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page23.tif  
source=366328 - GE\_Healthport - EXECUTED Intellectual Property Security Agreement#page24.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 22, 2008, is entered into by and among **CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation ("**Borrower**"), **CT INTERMEDIATE HOLDINGS (TOPCO), INC.**, a Delaware corporation ("**Holdings**") the direct or indirect subsidiaries of Borrower party hereto from time to time (collectively, together with the Borrower and Holdings, the "**Grantors**"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("**GE Capital**"), acting in its capacity as the Collateral Agent for the Secured Creditors described below (in such capacity, the "**Collateral Agent**").

### Statement of Facts

A. Pursuant to that certain Credit Agreement, dated as of the date hereof, by and among the Borrower, any other Credit Parties signatory thereto, the lenders parties thereto from time to time (collectively, the "**Lenders**"), and GE Capital, acting in its capacity as agent for the Lenders thereunder (in such capacity, the "**Agent**") (said agreement, as from time to time amended, supplemented or restated, the "**Credit Agreement**"), the Lenders and the Agent have agreed to make certain loans to the Borrower (collectively, the "**Loans**") and to incur certain letter of credit obligations for the benefit of the Borrower (collectively, the "**Letter of Credit Obligations**"). The Borrower's indebtedness and obligations to Lenders and the Agent under or with respect to the Credit Agreement are being guaranteed by all of the other Grantors pursuant to the Credit Agreement and the Holdings Guaranty and Subsidiary Guaranty (as defined in the Credit Agreement).

B. In order to induce the Agent and the Lenders to enter into the Credit Agreement and other Loan Documents and to make the Loans and to incur the Letter of Credit Obligations as provided for in the Credit Agreement, Grantors have agreed to grant continuing Liens on the Intellectual Property Collateral (as hereinafter defined) to secure the Secured Obligations (as defined below).

C. Pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Collateral Agent, for itself and the ratable benefit of the Secured Creditors (as defined below), this Intellectual Property 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. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

(a) "Agent" has the meaning given such term in the Statement of Facts above.

(b) "Credit Agreement" has the meaning given such term in the Statement of Facts above.

(c) "Intellectual Property Collateral" shall mean all of the right, title and interest of such Grantors in, to and under the following, whether presently existing or hereafter created or acquired:

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

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

(d) "Lenders" has the meaning given such term in the Statement of Facts above.

(e) "Permitted Encumbrances" shall mean "Permitted Encumbrances" under and as defined in the Credit Agreement.

(f) "Secured Creditors" means any holder from time to time of any Obligations and shall include, without limitation, the Agent, the Collateral Agent, the Lenders and each Secured Swap Provider.

(g) "Secured Obligations" means any and all of the Obligations.

(h) "Subordination Agreement" means that certain Subordination Agreement dated as of the date hereof by and among the Agent and the Mezzanine Noteholders.

All other terms contained in this Intellectual Property Security Agreement, unless the context indicates otherwise, have the meanings provided for by the Code to the extent the same are used or defined therein. Unless otherwise expressly provided herein, references to any agreement or contract herein are to such agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof, and in the case of the Credit Agreement includes any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to the principal amount thereof, addition or elimination of any credit facilities thereto, extension of term, addition or deletion of any party thereto or otherwise.

## 2. Grant of Security Interests.

(a) To secure the prompt and complete payment and performance of all of the Secured Obligations, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under the Bankruptcy Code (and any successor provision thereof)), each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Collateral Agent, for itself and the benefit of the Secured Creditors, a continuing security interest and Lien upon all of its right, title and interest in, to and under the Intellectual Property Collateral.

(b) Notwithstanding the foregoing, the "Intellectual Property Collateral" shall not include (i) any personal property that is leased by any Grantor or any rights of such Grantor under such lease (other than such Grantor's rights to payment under such lease constituting Accounts or General Intangibles for money due or to become due) if and for so long as the grant of a security interest by such Grantor in such personal property or lease violates the terms of such Grantor's lease of such personal property; provided that such Grantor shall be deemed to have granted security interests to the Collateral Agent for itself and the benefit of the Secured Creditors in such leased personal property, and such personal property shall be included in the Intellectual Property Collateral, at such time that such grant no longer violates such lease; and (ii) any General Intangibles or other rights arising under any written contracts, instruments, licenses or other documents executed on arm's length terms as to which, and only to the extent which, the grant of a security interest would (A) constitute a violation of a valid and enforceable restriction in favor of a third party (other than an Affiliate of any Credit Party) on such grant, (B) give any other party (other than an Affiliate of any Credit Party) to such contract, instrument, license or other document the right to terminate its obligations thereunder or (C) result in the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor thereunder (other than to the extent that any such term or restriction would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code and trademark law) or principles of equity), in each case unless and until any required consents shall have been obtained, provided that each Grantor shall use its best efforts to obtain consents for any General Intangibles or other rights arising under any contracts, instruments, licenses or other documents which are material to the operation of such Grantor's business (which best efforts shall not require that any Grantor pay any fee or other sum not already specified in such contracts, instruments, licenses or other documents or that any Grantor agree to an amendment of the underlying transaction giving rise to such restriction), provided

further that such Grantor shall be deemed to have granted security interests to the Collateral Agent for itself and the benefit of the Secured Creditors in such General Intangibles or other rights, and such General Intangibles or other rights shall be included in the Collateral, at such time that such grant does not result in any of the consequences specified in the foregoing subclauses (A), (B) and (C) of this clause (ii).

3. **Representations and Warranties.** Each Grantor represents and warrants to the Collateral Agent and the other Secured Creditors that, as of the Closing Date, such Grantor does not have any ownership interest in, or title to, any issued or filed Patent, registered Trademark, Trademark application, or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create valid and continuing Liens on and, upon the timely filing hereof with the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements in the jurisdictions listed on Schedule I to the Security Agreement, perfected Liens in favor of Collateral Agent (for the benefit of itself and the other Secured Creditors) on each of Grantor's Patents, Trademarks and Copyrights, to the extent such perfection can be achieved by making such filings, and such perfected Liens are enforceable as such as against any and all creditors of and purchasers from any Grantor.

4. **Covenants.** Each Grantor covenants and agrees with the Collateral Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantors shall notify Collateral Agent in accordance with Section 5(a)(ix) of the Security Agreement if any Grantor knows that any application or registration relating to any Patent, Trademark or Copyright (now owned or hereafter acquired by Grantors) may become abandoned or dedicated (except where as a result of Grantor's decision to allow the same to lapse or become abandoned because it is no longer material to the conduct of its business or operations), or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office (other than office actions in the ordinary course of prosecution), the United States Copyright Office or any court) regarding any Grantor's ownership of any material Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In the event any Grantor shall, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency upon request of Collateral Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Collateral Agent) to evidence Collateral Agent's Liens on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Grantors shall take all actions necessary and commercially reasonable, or requested by Collateral Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the material Patents, Trademarks and Copyrights (now owned or hereafter acquired by Grantors), including the filing of applications

for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Patent, Trademark or Copyright Collateral owned by a Grantor is infringed upon, or misappropriated or diluted by a third party, such Grantor shall, unless it shall reasonably determine that such Patent, Trademark or Copyright Collateral is not material to the conduct of its business or operations, promptly take all commercially reasonable action, which may include suing for infringement, misappropriation or dilution to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Collateral Agent shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright Collateral.

5. **Security Agreement.** The security interests and Liens granted by each Grantor pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by each Grantor to Collateral Agent, on behalf of itself and the other Secured Creditors, pursuant to the Security Agreement. Each Grantor and Collateral Agent expressly agree that each of the security interests granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by the Collateral Agent or any other Secured Creditor of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail. The Collateral Agent may make distributions hereunder in cash or, if Collateral Agent receives proceeds consisting of property other than cash, in kind, in such property, on a ratable basis, in any combination thereof.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval,



declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

8. **Termination.** Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. At any time and from time to time prior to the Termination Date, the Collateral Agent may release any of the Intellectual Property Collateral in accordance with the terms of the Credit Agreement. Upon any such termination of the Liens created hereunder upon the Termination Date, or any such release of Intellectual Property Collateral prior to the Termination Date, the Collateral Agent will, at the expense of the Grantors, promptly execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the termination of the Liens created hereby or the release of such Intellectual Property Collateral, as the case may be.

9. **Governing Law.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. EACH GRANTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES AMONG ANY GRANTOR, COLLATERAL AGENT AND SECURED CREDITORS PERTAINING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OF THE OTHER COLLATERAL DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OF THE OTHER COLLATERAL DOCUMENTS; PROVIDED, THAT COLLATERAL AGENT, THE OTHER SECURED CREDITORS AND EACH GRANTOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY, NEW YORK, AND, PROVIDED, FURTHER, THAT NOTHING IN THIS INTELLECTUAL PROPERTY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE COLLATERAL AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE INTELLECTUAL PROPERTY COLLATERAL OR ANY OTHER SECURITY FOR THE SECURED OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF COLLATERAL AGENT FOR THE BENEFIT OF ITSELF AND THE OTHER SECURED CREDITORS. EACH GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH GRANTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER

PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH GRANTOR AT THE ADDRESS SET FORTH IN THE APPLICABLE NOTICE SECTION OF THE CREDIT AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF THE ACTUAL RECEIPT THEREOF OR THREE (3) BUSINESS DAYS AFTER DEPOSIT IN THE U.S. MAIL, PROPER POSTAGE PREPAID.

10. WAIVER OF JURY TRIAL. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES DESIRE APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO, AND BY ITS ACCEPTANCE OF THE BENEFITS HERETO, THE COLLATERAL AGENT AND EACH OTHER SECURED CREDITOR, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG COLLATERAL AGENT, THE SECURED CREDITORS AND GRANTORS ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED IN CONNECTION WITH, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OF THE OTHER COLLATERAL DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO.

11. Concerning the Collateral Agent. The provisions of the Subordination Agreement shall inure to the benefit of the Collateral Agent in respect of this Intellectual Property Security Agreement and shall be binding upon the parties hereto and thereto in such respect.

12. Appointment of Co-Agents. At any time or times, in order to comply with any legal requirement in any jurisdiction, the Collateral Agent may appoint another bank or trust company or one or more other persons, either to act as co-agent or co-agents, jointly with the Collateral Agent, or to act as separate agent or agents on behalf of the Secured Creditors with such power and authority as may be necessary for the effectual operation of the provisions hereof and may be specified in the instrument of appointment (which may, in the discretion of the Collateral Agent, include provisions for the protection of such co-agent or separate agent similar to the provisions referred to in Section 10).

13. Expenses. If any Grantor fails to comply with the provisions of this Intellectual Property Security Agreement or any other Collateral Document, such that the value of any Intellectual Property Collateral or the validity, perfection, rank or value of any Lien created hereunder is thereby diminished or potentially diminished or put at risk, then during an Event of Default Collateral Agent may, but shall not be required to, effect such compliance on behalf of such Grantor, and such Grantor shall reimburse the Collateral Agent for the costs thereof on demand. All expenses of protecting, maintaining, selling and disposing of the Intellectual Property Collateral shall be borne and paid by the Grantor owning such Intellectual Property

Collateral; and if such Grantor fails to promptly pay any portion thereof when due, the Collateral Agent may, at its option, but shall not be required to, pay the same and charge such Grantor's account therefor, and such Grantor agrees to reimburse the Collateral Agent therefor on demand; provided that, so long as the Collateral Agent shall be the same Person as the Agent, the indemnification and reimbursement provisions of the Credit Agreement shall control as to the amount and timing of the reimbursement of such expenses. All sums so paid or incurred by the Collateral Agent for any of the foregoing and any and all other sums for which any Grantor may become liable hereunder and all out-of-pocket costs and expenses (including reasonable attorneys' fees, legal expenses and court costs) incurred by the Collateral Agent in enforcing or protecting the security interests created hereunder or any of its rights or remedies under this Intellectual Property Security Agreement, shall, together with interest thereon until paid at the applicable rate provided in the Credit Agreement, be additional Secured Obligations hereunder.

[REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

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

**GRANTORS:**

**CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation

By: David L. Hensberger  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CT TECHNOLOGIES INTERMEDIATE HOLDINGS (TOPCO), INC.**, a Delaware corporation

By: David L. Hensberger  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HEALTHPORT INCORPORATED**, a South Carolina corporation

By: David L. Hensberger  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SMART HOLDINGS CORP.**, a Delaware corporation

By: David L. Hensberger  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HEALTHPORT TECHNOLOGIES, LLC**, a Georgia limited liability company

By: David L. Hensberger  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHS HOLDINGS, LLC, a Georgia liability company

By: Geoff Z. Hensberger  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MICRO INNOVATIONS INC., a Missouri corporation

By: Geoff Z. Hensberger  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CHARTONE, INC., a Delaware corporation

By: Geoff Z. Hensberger  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

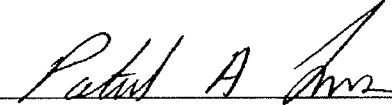
CHARTONE, LLC, a Delaware limited liability  
company

By: Geoff Z. Hensberger  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COLLATERAL AGENT:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Collateral Agent**

By: \_\_\_\_\_



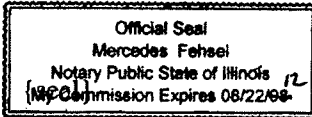
Name: Patrick A. Lucas

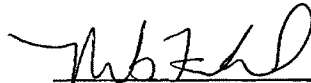
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois  
COUNTY OF COOK

On this 22nd day of September, 2008, before me personally appeared Gerald L. Hansberger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC., and who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.



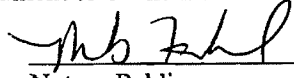
  
\_\_\_\_\_  
Notary Public

CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.  
ACKNOWLEDGMENT OF GRANTOR  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE (408685)

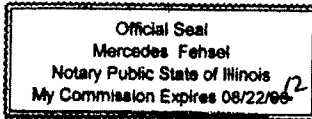
ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois  
COUNTY OF COOK

On this 22<sup>nd</sup> day of September, 2008, before me personally appeared Gerald L. Hansberger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CT TECHNOLOGIES INTERMEDIATE HOLDINGS (TOPCO), INC., and who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

{seal}



CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.  
ACKNOWLEDGMENT OF GRANTOR (HOLDINGS)  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE (408685)

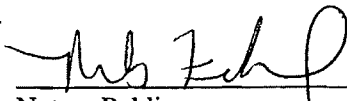
TRADEMARK  
REEL: 003857 FRAME: 0396



ACKNOWLEDGMENT OF GRANTOR

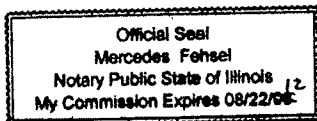
STATE OF Illinois  
COUNTY OF COOK

On this 22nd day of September, 2008, before me personally appeared Gerald L. Hansberger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HEALTHPORT INCORPORATED, and who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}



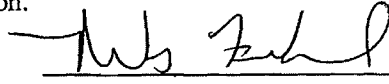
CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.  
ACKNOWLEDGMENT OF GRANTOR (HEALTHPORT INCORPORATED)  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE (408685)

TRADEMARK  
REEL: 003857 FRAME: 0397

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois  
COUNTY OF COOK

On this 22nd day of September, 2008, before me personally appeared Gerald L. Hansberger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SMART HOLDINGS CORP., and who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

{seal}



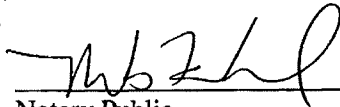
CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.  
ACKNOWLEDGMENT OF GRANTOR (SMART HOLDINGS CORP)  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE (408685)

TRADEMARK  
REEL: 003857 FRAME: 0398

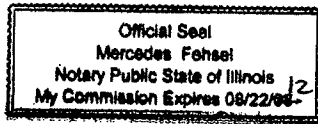
ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois  
COUNTY OF COOK

On this 22nd day of September, 2008, before me personally appeared Gerald L. Hansberger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HEALTHPORT TECHNOLOGIES, LLC, and who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

{seal}



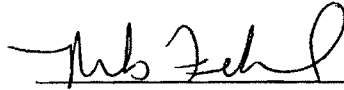
CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.  
ACKNOWLEDGMENT OF GRANTOR (HEALTHPORT TECHNOLOGIES, LLC)  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE (408685)

TRADEMARK  
REEL: 003857 FRAME: 0399

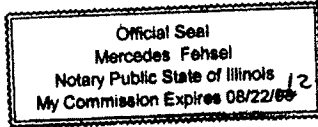
ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois  
COUNTY OF COOK

On this 22nd day of September, 2008, before me personally appeared Gerald L. Hansberger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SHS HOLDINGS, LLC, and who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

{seal}



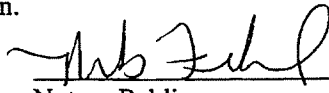
CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.  
ACKNOWLEDGMENT OF GRANTOR (SHS HOLDINGS, LLC)  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE (408685)

TRADEMARK  
REEL: 003857 FRAME: 0400

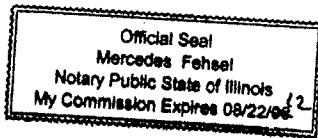
ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois  
COUNTY OF COOK

On this 22nd day of September, 2008, before me personally appeared Gerald L. Hansberger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MICRO INNOVATIONS INC., and who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

{seal}



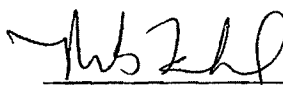
CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.  
ACKNOWLEDGMENT OF GRANTOR (MICRO INNOVATIONS, INC)  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE (408685)

TRADEMARK  
REEL: 003857 FRAME: 0401

ACKNOWLEDGMENT OF GRANTOR

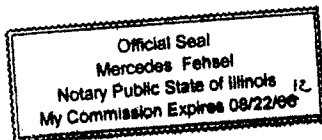
STATE OF Illinois  
COUNTY OF Cook

On this 22nd day of September, 2008, before me personally appeared Gerald L. Hensberger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CHARTONE, INC., and who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.



\_\_\_\_\_  
Notary Public

{seal}



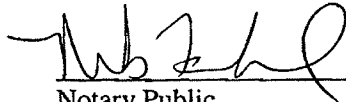
CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.  
ACKNOWLEDGMENT OF GRANTOR (CHARTONE, INC)  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE (408685)

TRADEMARK  
REEL: 003857 FRAME: 0402

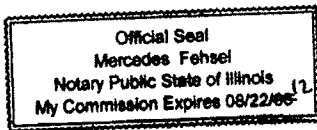
ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois  
COUNTY OF COOK

On this 22nd day of September, 2008, before me personally appeared Gerald L. Hensberger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CHARTONE, LLC, and who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

{seal}



CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.  
ACKNOWLEDGMENT OF GRANTOR (CHARTONE, LLC)  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE (408685)

TRADEMARK  
REEL: 003857 FRAME: 0403

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**I. PATENT REGISTRATIONS**

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None		

**II. PATENT APPLICATIONS**

<u>Patent Application No.</u>	<u>Reg. No.</u>	<u>Date</u>
09/589,647	N/A	06/07/2000

---

**III. PATENT LICENSES**

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		



SCHEDULE II

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**I. TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
HEALTHPORT	3,040,396 *	1/10/2006
NAUVALIS HEALTHCARE SOLUTIONS	3,200,348 ***+	1/23/2007
QUICKVIEW	2,647,284 **+	11/05/2002
\$D\$PAYONLINE	3,073,370 *+	3/28/2006
DOCUSTORE	2,840,050 *+	5/11/2004
EDISCLOSE	3,005,660 *+	10/11/2005
ESMARTLOG	2,928,431 *+	2/22/2005
SDS SMART DOCUMENT SOLUTIONS and Design	3,025,359 *+	12/13/2005
SMARTLINK	2,928,863 *+	3/01/2005
CHARTING A BETTER WAY	2608967	8/20/2002
CHARTONE	2732550	7/01/2003

\* Unreleased security interest granted to ARES CAPITAL CORPORATION in 2007, to be released at Closing.

\*\* Unreleased security interest granted to ARES CAPITAL CORPORATION in 2007, to be released at Closing. Unreleased security interest granted by Project Copy Inc. to BANK OF AMERICA in 2003.

\*\*\* Unreleased security interest granted to ARES CAPITAL CORPORATION in 2007, to be released at Closing. Unreleased security Interest granted to BANK OF AMERICA in 2005.

+ Update in title is necessary.

**II. TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
HEALTHPORT and Design #	77/317,179	10/30/2007
HEALTHPORT #	77/317,022	10/30/2007

# Examination Suspended

**III. TRADEMARK LICENSES**

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
--------------------------	--------------------------	----------------

None

#### IV. DOMAIN NAMES

smartdocumentsolutions.net	healthport.com
smartdocsolutions.net	healthportaccess.com
smartdocsolutions.com	healthportaccess.net
absoluteer.com	healthportconnect.com
recordtrack.net	healthportconnect.net
requesttrack.net	healthportedi.com
smartreconline.com	healthportedi.net
smarthealthfile.com	healthportedi.org
roitransmit.com	healthportemr.com
smartpayonline.com	healthportemr.net
sdspayonline.net	healthportemr.org
sdspayonline.com	healthportfield.com
sdsCorp.net	healthportinc.com
sdsolutions.net	healthportinc.net
smartsds.com	healthportinc.org
reli-imaging.net	healthportpm.com
reli-imaging.com	healthportpm.net
sdshealth.com	healthportpm.org
sdshealth.net	healthportrcm.com
qvdirect.net	healthportrcm.net
quickviewdirect.net	healthportrcm.org
quickviewdirect.com	healthporttechnologies.com
sdsnotwhatyouthink.com	healthporttechnologies.net
gosmartclinics.com	myhealthportaccess.com
gosmartclinic.com	myhealthportaccess.net
smarttrack.us	myhealthportconnect.com
esmartlog.com	myhealthportconnect.net
getmesam.com	racpreparedness.com
hcaview.com	racpreparedness.net
emrweb.net	ractrack.net
timeforsds.com	ractrackeronline.com
mydocustore.com	ractrackeronline.net
nauvalissystems.com	ractrackonline.com
nauvalishealth.com	ractrackonline.net
nauvalis.com	sdshealthport.com
smart-hospital.com	sdshealthport.net
gosmarthospital.com	sdshealthport.org
smartdocumentsolutions.org	cthealthport.com
smartdocumentsolutions.com	cthealthport.net
smartcorporation.net	cthealthport.org
smartcorp.net	emrrx.com
mysdshealthport.com	chartone.com
mysdshealthport.net	chartrelease.com
chartone.us	

SCHEDULE III

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**I. COPYRIGHT REGISTRATIONS**

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None		

**II. COPYRIGHT APPLICATIONS**

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None		

---

**III. COPYRIGHT LICENSES**

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		