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
Tmesys, Inc.		12/05/2008	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	191 Peachtree Street, N.E.
Internal Address:	Suite 3800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	Alabama Bank: ALABAMA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	74359538	TMESYS

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-581-8275
Email: srbrown@jonesday.com
Correspondent Name: Sidney R. Brown
Address Line 1: 1420 Peachtree Street, N.E.
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309-3053

ATTORNEY DOCKET NUMBER:	397168-600006
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/

OP $40.00 74359538

Date:	12/12/2008

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of December 5, 2008, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each, individually, a "Grantor"), and REGIONS BANK (the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") among PMSI Holdings Corporation ("Parent"), PMSI, Inc. ("PMSI"), PMSI MSA Services, Inc. ("PMSI MSA"), Tmesys, Inc. ("TMESYS"), and Pharmacy Review Services, Inc. ("PRS"; PRS, PMSI, PMSI MSA, and TMESYS each, individually, a "Borrower" and, collectively, the "Borrowers") and Lender, the Lender is willing to make the Commitments available to the Borrowers from time to time pursuant to the terms and conditions thereof, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender 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 Loan Agreement. The following terms shall have the following meanings:

"Trademark" means, with respect to each Grantor, such Grantor's now owned or hereafter acquired trademarks, trade names, registered trademarks, trademark applications, service marks, brand names, certification marks, collective marks, logos, symbols, trade dress, assumed names, fictitious names, trade names and other indicia of origin, registered service marks and service mark applications and internet domain names, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, brand names, certification marks, collective marks, logos, symbols, trade dress, assumed names, fictitious names, trade names and other indicia of origin, registered service marks and service mark applications and internet domain names listed on Schedule 1 attached hereto, and (i) all extensions, modifications and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of such Grantor's rights corresponding thereto throughout the world.

"Trademark License" means with respect to each Grantor, such Grantor's current or hereafter acquired rights under or interest in any Trademark pursuant to a license, permit, franchise, or agreement (whether written or oral), including, without limitation, software license

agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Lender 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 such Grantor's Trademarks, including those referred to on Schedules 1 hereto, and Trademark Licenses;

(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 renewals, revivals, or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark 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 or any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the 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 the Lender, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency, receivership, or similar case 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 the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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 Lender with respect to any such new Trademarks or renewals, revivals, or extensions of any Trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule 1 to include any such new Trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security

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Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule 1.

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 Trademark Security 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 the termination of the Commitments. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

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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.

PMSI, INC.

By: _____

Name: Rob Wolfson

Title: Vice President + Asst. Secretary

TMESYS, INC.

By: _____

Name: Rob Wolfson

Title: Vice President + Asst. Secretary

REGIONS BANK

By: _____

Name: Elizabeth L Schon

Title: Senior Vice President

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SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial No.	Filing Date
PMSI, Inc.	USA	Arkos Risk Management	78183649	11/11/02
PMSI, Inc.	USA	Assurance of Finality	76669254	11/20/06
PMSI, Inc.	USA	MEDASSESS	76668511	11/06/06
PMSI, Inc.	USA	Pharma Complete	76335793	11/09/01
PMSI, Inc.	USA	PMSI (Mark/Design)	76326650	10/17/01
PMSI, Inc.	USA	PMSI (Term)	76326324	10/17/01
PMSI, Inc.	USA	PMSI MSA	76667397	10/13/06
PMSI, Inc.	USA	PMSI MSA	76667383	10/13/06
PMSI, Inc.	USA	VitalPoint	76669255	11/20/06
Tmesys, Inc.	USA	Tmesys	74359538	02/16/93