

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement No. 1 to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sunquest Information Systems, Inc.		01/23/2009	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	UBS AG Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3201404	OUTREACH ADVANTAGE
Registration Number:	3201408	OUTREACH ADVANTAGE
Serial Number:	77623110	SUNQUEST INFORMATION SYSTEMS
Serial Number:	77623104	SUNQUEST
Serial Number:	77623107	SUNQUEST
Serial Number:	77623098	THE FIVE RIGHTS OF LAB TESTING
Serial Number:	77623096	THE FIVE RIGHTS OF LAB TESTING
Serial Number:	77623102	RIGHT PATIENT RIGHT TEST RIGHT TIME RIGHT INDICATORS RIGHT DIAGNOSIS
Serial Number:	77623099	RIGHT PATIENT RIGHT TEST RIGHT TIME RIGHT INDICATORS RIGHT DIAGNOSIS

CORRESPONDENCE DATA

Fax Number: (202)408-3141
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	876047
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	01/29/2009

Total Attachments: 6

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SUPPLEMENT NO. 1 dated as of January 23, 2009, ("Supplement No. 1") to the TRADEMARK SECURITY AGREEMENT dated as of October 11, 2007, between SUNQUEST INFORMATION SYSTEMS, INC. (f/k/a Misys Hospital Systems, Inc.), a Pennsylvania corporation (the "Pledgor"), and UBS AG, STAMFORD BRANCH, as Collateral Agent (in such capacity, the "Collateral Agent"), (the "Trademark Security Agreement") under the Credit Agreement.

WITNESSETH:

The Pledgor is a party to a Security Agreement dated as of October 11, 2007 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor executed the Trademark Security Agreement and is required to enter this Supplement No. 1.

Unless otherwise defined herein, terms defined in the Security Agreement or the Credit Agreement and used herein have the meaning given to them in the Security Agreement or the Credit Agreement, respectively.

The Pledgor has entered into the Security Agreement in order to induce the Collateral Agent, to enter into the Credit Agreement and to induce the respective Lenders to make their respective Loans to the Borrower under the Credit Agreement. Pursuant to Section 6.3 of the Security Agreement, within 30 days after the end of each calendar quarter, the Pledgor has agreed to deliver to the Collateral Agent a written supplement with respect to any additional Copyrights, Patents, Trademarks and Intellectual Property Licenses acquired by the Pledgor after the date of the Credit Agreement. The Pledgor has identified on Schedule III-2009 hereto the additional Trademarks acquired by the Pledgor after the date of the Credit Agreement. The undersigned Pledgor is executing this Supplement No. 1 in order to facilitate supplemental filings to be made by the Collateral Agent with the United States Patent and Trademark Office.

Accordingly, the Collateral Agent and the Pledgor agree as follows:

1. Schedule 1 of the Trademark Security Agreement is hereby supplemented by the information set forth in Schedule III-2009 hereto.

2. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor.

(a) Trademarks of the Pledgor, of which registered Trademarks and Trademark applications, as of the date hereof are listed on Schedule III-2009 attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

3. The security interest granted pursuant to this Supplement No. 1 is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Trademark Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set

forth in the Security Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplement No. 1 is deemed to conflict with the Trademark Security Agreement, the provisions of the Trademark Security Agreement shall control. Except as expressly supplemented hereby, the Trademark Security Agreement shall remain in full force and effect.

4. Section 11.7 of the Security Agreement is incorporated herein, *mutatis mutandis*, as if a part hereof.

5. Any provision of this Supplement No. 1 that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6. All notices, requests and demands pursuant hereto shall be made in accordance with Section 11.6 of the Security Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 10.01 of the Credit Agreement.

7. This Supplement No. 1 may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplement No. 1 by signing and delivering one or more counterparts.

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IN WITNESS WHEREOF, each Pledgor and the Collateral Agent have duly executed this Supplement No. 1 to the Trademark Security Agreement as of the day and year first above written.

SUNQUEST INFORMATION SYSTEMS, INC.

By: Kathryn Jehle
Name: Kathryn Jehle
Title: CFO

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Mary E. Evans
Name:
Title:

Mary E. Evans
Associate Director
Banking Products
Services, US

By: Irja R. Otsa
Name:
Title:

Irja R. Otsa
Associate Director
Banking Products
Services, US

Trademark Security Agreement Supplement No. 1

TRADEMARKS
Schedule III-2009

U.S. Trademark Registrations

U.S. trademark applications and registrations filed or acquired by the Pledgor or the Borrower since October 11, 2007:

Registered Intellectual Property Collateral:

Owner	Registration Number	Trademark
Sunquest Information Systems, Inc.	3,201,404	OUTREACH ADVANTAGE
Sunquest Information Systems, Inc.	3,201,408	OUTREACH ADVANTAGE

Trademark Applications:

Owner	Application Number	Trademark	Intent-to-Use
Sunquest Information Systems, Inc.	77623110	Sunquest Information Systems (added class 41)	No
Sunquest Information Systems, Inc.	77623104	Sunquest (class 41)	No
Sunquest Information Systems, Inc.	77623107	Sunquest (class 42)	No
Sunquest Information Systems, Inc.	77623098	The Five Rights of Laboratory Testing (Class 41)	Yes
Sunquest Information Systems, Inc.	77623096	The Five Rights of Laboratory Testing (Class 9)	Yes
Sunquest Information Systems, Inc.	77623102	Right Patient Right Test Right Time Right Indicators Right Diagnosis (Class 41)	Yes
Sunquest Information Systems, Inc.	77623099	Right Patient Right Test Right Time Right Indicators Right Diagnosis (Class 9)	Yes