

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
Med-Vantage, Inc.		04/13/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	B.P. Informatics, LLC
Street Address:	601 South Gaines Street
City:	Little Rock
State/Country:	ARKANSAS
Postal Code:	72201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2270593	MED-VANTAGE
Registration Number:	3438489	EBBUILDER
Registration Number:	3438490	EBXCHANGE
Serial Number:	77140831	EBROI
Registration Number:	3438491	EBALERT
Registration Number:	3438492	EBSCORE
Registration Number:	3438493	EBSUITE
Serial Number:	77141089	COLLABORATIVE INFORMATICS
Serial Number:	77152301	EBINSIGHT
Registration Number:	3433521	EBREPORTS
Registration Number:	2936188	MED-VANTAGE
Registration Number:	3036932	QUALSCORE
Registration Number:	3030907	EBMSCORE
Registration Number:	3120654	P4PSCORE

CH \$740.00 2270593

Registration Number:	3120767	PLANSORE
Registration Number:	3120768	CDMSORE
Serial Number:	78724801	P4P INSTITUTE
Registration Number:	3263774	EBMPEDIA
Serial Number:	78888463	HPNSORE
Registration Number:	3306981	MV HEALTHSMART SUMMARY
Serial Number:	78889558	MEDVANTAGE
Registration Number:	3227578	MED-VANTAGE
Registration Number:	3257351	HEALTH PERFORMANCE INSTITUTE
Registration Number:	3257355	EBMBUILDER
Serial Number:	78492438	ALOE UVA
Serial Number:	78961313	PHYSICIAN HEALTHFACTS
Serial Number:	78961319	EBMEXCHANGE
Registration Number:	3223147	EBMROI
Serial Number:	77171974	EBETL

CORRESPONDENCE DATA

Fax Number: (404)439-1819
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4048738500
Email: portia.gordon@agg.com
Correspondent Name: Sean P. Fogarty
Address Line 1: 171 17th Street, NW
Address Line 2: Suite 2100
Address Line 4: Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER:	24436-2
NAME OF SUBMITTER:	Sean P. Fogarty, Esq.
Signature:	/spf/
Date:	04/15/2009

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of April 13, 2009, by and between Med-Vantage, Inc., a Delaware corporation ("Grantor"), and B.P. Informatics, LLC, a Delaware limited liability company ("Lender").

RECITALS

WHEREAS, Lender has agreed to make a line of credit loan to Grantor in the amount of \$3,000,000.00, as is more specifically evidenced by that certain Secured Convertible Credit Facility and Security Agreement of even date herewith, by and between Grantor and Lender (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor is required to secure its Obligations with the grant of the security interest herein contained.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration paid by Lender, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby represents, warrants, covenants and agrees with Lender as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Obligations, both now existing and hereafter arising, and Grantor's other existing and future representations, warranties and covenants under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto), together with all proceeds and products 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. As used herein, "Intellectual Property Collateral" means all of Grantor's right, title and interest in and to its Intellectual Property, including without limitation, the following: (a) Copyrights, Trademarks and Patents; (b) any and all trade secrets, and any and all Intellectual Property Rights in Software and Software products now or hereafter existing, created, acquired or held; (c) any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held; (d) any and all mask works or similar rights now or hereafter existing, created, acquired or held; (e) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property Rights identified above; (f) all In-Bound Licenses and Out-Bound Licenses and all other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; (g) all amendments, renewals, re-issues, divisions, continuations and extensions of any of the Copyrights, Trademarks or Patents; and (h) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those rights and

remedies of Lender set forth in the Loan Agreement and those which are now available and may hereafter become available to Lender as a matter of law and equity. Lender may exercise the aforementioned rights and remedies as and when provided herein or in the Loan Agreement. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Lender of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by Lender of any or all other rights, powers and remedies.

3. Term. The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Loan Agreement, and Grantor's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. It shall be an Event of Default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.

4. Registered Intellectual Property. Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all Intellectual Property Rights which Grantor has registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Grantor obtains subsequent to the date of this Agreement ("New IP"). Grantor shall give to Lender written notice of all New IP that is registered (or for which an application for registration has been made) promptly after the acquisition of same, but in any event not less frequently than once per year. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (b) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Lender's Use of Intellectual Property; No Liability. Grantor agrees that Lender's use of the Intellectual Property Collateral as authorized hereunder and in the Loan Agreement in connection with Lender's exercise of its rights and remedies shall be coextensive with Grantor's rights thereunder, and Lender will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Limitation on Dispositions of Intellectual Property Collateral. Except to the extent expressly permitted in the Loan Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

8. Power of Attorney; Appointment. Grantor irrevocably designates, constitutes and appoints Lender (and all persons designated by Lender in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Lender and any of Lender's designees, in Grantor's or Lender's name, to take any action and execute any instrument that Lender may deem necessary or advisable to accomplish the purpose of this Agreement.

9. Filing; Patent Office and Copyright Office. Grantor hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and Financing Statements in any other jurisdictions and locations deemed advisable or necessary in Lender's sole discretion to protect and

perfect and put the public on notice of Lender's security interest and rights in the Intellectual Property Collateral. Grantor further consents to and ratifies the filing of such duplicate originals and Financing Statements prior to the date of this Agreement. Grantor shall from time to time execute and deliver to Lender, at the request of Lender, such other documents, instruments and records that Lender may reasonably request, in form and substance reasonably satisfactory to Lender and its counsel, to perfect and continue Lender's security interest in the Intellectual Property Collateral.

10. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of or waiver of a right under this Agreement will be binding unless it is in writing and signed each of the parties hereto, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and permitted assignee of Lender's rights and obligations under the Loan Agreement will succeed to Lender's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be given in accordance with the Loan Agreement.

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

[Signatures on following page]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed with authority duly obtained, as of the date first written above.

GRANTOR:

MED-VANTAGE, INC.

By: Peter Goldsack
Name: Peter Goldsack
Title: CEO

LENDER:

B.P. INFORMATICS, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed with authority duly obtained, as of the date first written above.

GRANTOR:

MED-VANTAGE, INC.

By: _____
Name:
Title:

LENDER:

B.P. INFORMATICS, LLC

By: Mike Brown
Name: Mike Brown
Title: President

EXHIBIT A

COPYRIGHTS

	TITLE OF WORK	DATE SUBMITTED	DATE APPROVED	CERTIFICATE REGISTR. #	STATUS
1.	Med-Vantage Ophthalmolgy Measures - code specifications	10/14/05	10/14/05	TXu1-265-208	
2.	Evidence based clinical measures by specialty and condition	9/9/05	9/9/05	TXu1-261-641	
3.	Cardiology Measures – code specifications	10/14/05	2/6/06	TXu1-263-717	
4.	Endocrine Measures – code specifications	10/14/05	10/14/05	TXu1-263-718	
5.	ENT Measures – code specifications (ear nose throat measures)	10/14/05	2/6/06	TXu1-263-719	
6.	Gastro Intestinal (GI) Measures -- code specifications	10/14/05	2/6/06	TXu1-263-720	
7.	Cardio Vascular (CV) Surgery Measures	10/14/05	2/6/06	TXu1-275-422	
8.	Pulmonary (PUL) Measures – code specifications	10/14/05	2/6/06	TXu1-275-423	
9.	Orthopedic Key Performance Indicators	09/30/05	9/30/05	TXu1-263-852	
10.	QualScore Physician Performance Scorecard	09/30/05	9/30/05	TXu1-263-853	
11.	EBM Score Physician Quality Indicators & Scoring System	09/30/05	9/30/05	TXu1-263-854	
12.	Neurology (Neuro) Measures – code specifications	10/14/05	10/14/05	TXu1-266-862	
13.	Neurosurgery (NS) Measures – code specifications	10/14/05	2/6/06	TXu1-263-687	
14.	Obstetrics/Gynecology (OB/GYN) Measures – code specifications	10/14/05	2/6/06	TXu1-263-688	
15.	Allergy Measures – code specifications	10/14/05	10/14/05	TXu1-285-098	
16.	QualScore Consumer Quality Scorecard	10/06/04	10/14/05	TXu1-203-344	
17.	Urology Measures -- code specifications	10/14/05	2/6/06	TXu1-284-055	
18.	OB/GYN Clinical business rules for multiple quality measures	05/23/06	05/23/06	TXu1-303-717	
19.	Orthopedic CBR Clinical business rules for multiple quality measures	05/23/06	05/23/06	TXu1-303-716	
20.	Gastro Intestinal (GI) CBR Clinical business rules for multiple quality measures	05/23/06	05/23/06	TXu1-303-703	
21.	Dermatology Code Specifications	10/14/2005	10/14/05	TXu1-263-686	
22.	Med-Vantage Specialty Quality Measure Specifications-Urology		11/9/06	TXu1-346-113	
23.	Med-Vantage Specialty Quality Measure Specifications-Pulmonary	8/18/06	11/9/06	TXu1-346-108	
24.	Med-Vantage Specialty Quality Measure Specifications-Orthropedic	8/18/06	11/9/06	TXu1-346-110	
25.	Med-Vantage Specialty Quality Measure Specifications-Ophthalmology	8/18/06	11/9/06	TXu1-346-106	
26.	Med-Vantage Specialty Quality Measure Specifications-OB/Gyn		11/9/06	TXu1-341-537	
27.	Med-Vantage Specialty Quality Measure Specifications- Neurology	8/18/06	11/9/06	TXu1-346-105	
28.	Med-Vantage Specialty Quality Measure Specifications- Neurosurgery	8/18/06	11/9/06	TXu1-346-111	
29.	Med-Vantage Specialty Quality Measure Specifications-GI	8/18/06	11/9/06	TXu1-346-107	
30.	Med-Vantage Specialty Quality Measure Specifications-General Surgery		11/9/06	TXu1-346-535	
31.	Med-Vantage Specialty Quality Measure Specifications-ENT	8/18/06	11/9/06	TXu1-346-112	
32.	Med-Vantage Specialty Quality Measure Specifications-Cardiovascular Surgery		11/9/06	TXu1-341-536	
33.	Med-Vantage Specialty Quality Measure Specifications-Cardiology	8/18/06	11/9/06	TXu1-346-104	
34.	Med-Vantage Specialty Quality Measure Specifications-Allergy/Immunology	8/18/06	11/9/06	TXu1-346-109	
35.	EB Exchange	5/4/07	5/10/07	TXu1-356-895	
36.	EB Builder	5/4/07	5/10/07	TXu1-356-896	
37.	Med-Vantage Specialty Quality Measure Specifications – Endocrine		11/9/06	TXu1-341-534	

EXHIBIT B**Patents**

Serial No.	Filing Date	Title	Status	Priority	Comments
60/592,283	7/29/2004	Doctor Performance Evaluation Tool for Consumers	Expired		Assigned to Med-Vantage
11/192,999	7/29/2005	Doctor Performance Evaluation Tool for Consumers	Express Abandonment May 26, 2006	This application claims benefit of 60/592,283	No Assignment in file
60/873,628	12/7/2006	Rules-Based Software and Methods of Health Care Measurement Applications and Uses thereof	Expired		No Assignment in file
60/971,086	9/10/2007	Healthcare Provider Search and Evaluator Tool Based on Symptom and/or Condition Input	Expired		No Assignment in file
11/952,656	12/7/2007	Rules-Based Software and Methods of Health Care Measurement Applications and Uses thereof	Pending application	This application claims benefit of 60/873,628	No Assignment in file Could not find published application on USPTO website. (check drawings)
11/316,335	12/22/2005	Doctor Performance Evaluation Tool for Consumers	Pending Application Status check 9/25/2007 41 months till OA	CIP of 11/192,999 which claims benefit of 60/592,283	Assigned to Med-Vantage

EXHIBIT C

Trademarks

TRADEMARK	FILING DATE	SERIAL NUMBER	REGISTRATION NUMBER	STATUS
MED-VANTAGE	05/21/1998	75/489,132	2,270,593	Registered 08/17/1999 DEAD Section 8 & 15 was not accepted Notice sent 10/12/2004
EBUILDER	03-26-2007	77/140,816	3,438,489	Registered 05/27/2008
EBXCHANGE	3-26-2007	77/140,820	3,438,490	Registered 05/27/2008
EBROI	3-26-2007	77/140,831		Notice of Abandonment Received 09/04/2008 No Response to Office Action Mailed 01/31/2008 was received
EBALERT	3-26-2007	77/140,838	3,438,491	Registered 05/27/2008
EBScore	3-26-2007	77/140,840	3,438,492	Registered 05/27/2008
EBSUITE	3-26-2007	77/140,844	3,438,493	Registered 05/27/2008
COLLABORATIVE INFORMATICS	03-27-2007	77/141,089		Office Action sent 03/12/2008 No Response Filed
EBINSIGHT	04/09.2007	77/152,301	3,391,082	Registered 03/04/2008
EBETL	05/03/2007	77/171,974		Notice of Abandonment received 09/04/2008 for failure to respond to 01/31/2008 Office Action
EBREPORTS	07/14/2007	77/229,875	3,433,521	Registered 05/20/2008
MED-VANGAGE	11/19/2003	78/330,249	2,936,188	Registered 03/29/2005
QUALSCORE	05-16-2004	78/419,538	3,036,932	Supplemental Register 12/27/2005
EBMScore	12-14-2004	78/531,912	3,030,907	Supplemental Register 12/13/2005
P4PScore	08-15-2005	78/692,759	3,120,654	Registered 07/25/2006
PLANSCORE	08-26-2005	78/701,847	3,120,767	Registered 07/25/2006
CDMScore	08-26-2005	78/701,850	3,120,768	Registered 07/25/2006
P4P INSTITUTE	10/02/2005	78/724,801		Notice of Abandonment received 9/29/2006 - Office Action mailed on Mar 3, 2006 was not received within 6 month period
EBMPEDIA	05-20-2006	78/888,460	3,263,774	Registered 07/10/2007
HPNScore	05-20-2006	78/888,463		Notice of Abandonment received 05/23/2007 - Office Action mailed 10-26-2006
MV HEALTHSMART SUMMARY	05-20-2006	78/888,466	3,306,981	Registered 10/09/2007

TRADEMARK	FILING DATE	SERIAL NUMBER	REGISTRATION NUMBER	STATUS
MEDVANTAGE	05/22/2006	78/889,558		Abandoned 04/18/2008 - No SOU filed
MED-VANTAGE	05/22/2006	78/889,653	3,227,578	Registered 04/10/2007
HEALTH PERFORMANCE INSTITUTE	06-11-2006	78/905,544	3,257,351	Registered 06/26/2007
EBMBUILDER	07-06-2006	78/924,058	3,257,355	Registered 06/26/2007
EBMCAREALERT	08-01-2006	78/942,438		Notice of Abandonment received 05/23/2007 - Office Action mailed 10/26/2006
PHYSICIAN HEALTHFACTS	08-01-2006	78/961,313		Notice of Abandonment received 12/05/2007 - Office Action mailed 05/03/2007
EBMEXCHANGE	08-01-2006	78/961,319		Notice of Abandonment received 05/23/2007 - Office Action mailed 10/24/2006
EBMROI	08-27-2006	78/961314	3,223,147	Registered 03/27/2007