

**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
eRx Network, L.L.C.		07/31/2009	LIMITED LIABILITY COMPANY: TEXAS

**RECEIVING PARTY DATA**

Name:	Citibank, N.A., as Second Lien Collateral Agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2891548	ERX
Registration Number:	2805955	ERX NETWORK
Registration Number:	2886947	ERX NETWORK
Registration Number:	2760818	ERX CONNECT
Registration Number:	2780221	ERX EDIT
Registration Number:	2604556	ERX PAD
Registration Number:	2760819	ERX WAREHOUSE
Registration Number:	3454190	ELECTRONIC RX NETWORK
Registration Number:	2938505	ERX NETWORK

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 800-927-9801 x2348

CH \$240.00 2891548

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:	091633 010
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	08/11/2009

Total Attachments: 5  
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**Second Lien Trademark Security Agreement**

**Second Lien Trademark Security Agreement**, dated as of July 31, 2009, by ERX NETWORK, L.L.C. (the "Pledgor"), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

**WITNESSETH:**

WHEREAS, the Pledgor is a party to a Second Lien Joinder Agreement of even date herewith, which supplements that certain Second Lien Security Agreement dated as of November 16, 2006 made by Emdeon Business Services LLC, a Delaware limited liability company, MediFAX-EDI Holding Company, a Delaware corporation, the guarantors party thereto and Citibank, N.A., as collateral agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Pledgor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. 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:

(a) Trademarks of the Pledgor listed on Schedule I attached hereto (other than Excluded Property), provided that the grant of security interest shall not include any Trademark that maybe deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark;

(b) all Goodwill associated with such Trademarks; and

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

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the 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, 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 Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of

any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations that are not due and payable on the Closing Date) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement 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 Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]


IN WITNESS WHEREOF, the Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ERX NETWORK, L.L.C.

By:   
Name: Lowell Stokes  
Title: Assistant Secretary

Accepted and Agreed:

CITIBANK, N.A.,  
as Collateral Agent

By:   
Name: **Blake Gronich**  
Title: **Vice President**

**SCHEDULE I**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
eRx Network, L.L.C.	2891548	ERX
eRx Network, L.L.C.	2805955	eRx Network
eRx Network, L.L.C.	2886947	ERX NETWORK
eRx Network, L.L.C.	2760818	ERX CONNECT
eRx Network, L.L.C.	2780221	ERX EDIT
eRx Network, L.L.C.	2604556	ERX PAD
eRx Network, L.L.C.	2760819	ERX WAREHOUSE
eRx Network, L.L.C.	3454190	ELECTRONIC RX NETWORK
eRx Network, L.L.C.	2938505	ERX NETWORK

Trademark Applications:

None.

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