

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fairpay Solutions, Inc.		09/30/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Funding I, LLC, as administrative agent		
<b>Street Address:</b>	7735 Old Georgetown Road		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3172670	CHARGE VALIDATION ANALYSIS	
Registration Number:	3199781	FAIRPAY	
Registration Number:	3235708	FAIRPAY SOLUTIONS	
Registration Number:	3456184	FINDING THE FAIR COST OF CARE	
Registration Number:	3456183	FINDING THE FAIR COST OF HEALTHCARE	
Registration Number:	3059910	OUR CLIENTS PAY THE FAIR COST OF CARE!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 609-7838		
<b>Email:</b>	podonoghue@vedderprice.com		
<b>Correspondent Name:</b>	Patricia O'Donoghue, Vedder Price P.C.		
<b>Address Line 1:</b>	222 North LaSalle Street		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		

**CH \$165.00 3172670**

ATTORNEY DOCKET NUMBER:	41012.00.0021
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	10/19/2009
<b>Total Attachments: 5</b> source=FairPay Solutions - TM Security Agreement#page1.tif source=FairPay Solutions - TM Security Agreement#page2.tif source=FairPay Solutions - TM Security Agreement#page3.tif source=FairPay Solutions - TM Security Agreement#page4.tif source=FairPay Solutions - TM Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of September 30, 2009 by and among FAIRPAY SOLUTIONS, INC., a Delaware corporation ("Grantor"), located at 14295 Midway Road, Suite 300, Addison, Texas 75001, in favor of MidCap Funding I, LLC, a Delaware limited liability company, located at 7735 Old Georgetown Road, Suite 400, Bethesda, Maryland 20814, in its capacity as administrative agent for the Lenders party to the Credit Agreement (together with its successors and assigns, in such capacity, "Grantee"):

### W I T N E S S E T H:

WHEREAS, Grantor, certain of its affiliates, Grantee and the financial institutions or other entities as may from time to time become parties thereto as lenders (the "Lenders") are party to that certain Credit and Guaranty Agreement dated as of September 30, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Grantor by the Lenders; and

WHEREAS, as a condition precedent to the availability of such loans and other financial accommodations under the Credit Agreement, Grantor has executed and delivered that certain Security and Pledge Agreement dated as of September 30, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between Grantor, certain of its affiliates, and Grantee, pursuant to which Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trade names, trade styles, trade dress, service marks, logos and other business identifiers and, to the extent permitted under applicable law, any applications therefore, whether registered or not (the "Trademarks"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. Each of the Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby assigns and grants to Grantee, for the benefit of itself and the Lenders, and hereby reaffirms its prior assignment and grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in, upon and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) all Trademarks, including without limitation each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

*(Signature Page Follows)*

*(Signature Page to Trademark Security Agreement)*

**IN WITNESS WHEREOF**, intending to be legally bound, the undersigned have duly executed this Agreement as of the date first written above.

**GRANTOR:**

**FAIRPAY SOLUTIONS, INC.**, a  
Delaware corporation

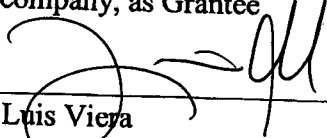
By: *Karen Pajarillo*  
Karen R. Pajarillo  
Chief Executive Officer

*(Signature Page to Trademark Security Agreement)*

Agreed and Accepted  
As of the Date First Written Above:

**MIDCAP FUNDING I, LLC**, a Delaware limited  
liability company, as Grantee

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

  
Luis Viera  
Managing Director

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Owner</u>	<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Fairpay Solutions, Inc.	CHARGE VALIDATION ANALYSIS	3172670	11/14/06
Fairpay Solutions, Inc.	FAIRPAY	3199781	01/16/07
Fairpay Solutions, Inc.	FAIRPAY SOLUTIONS	3235708	05/01/07
Fairpay Solutions, Inc.	FINDING THE FAIR COST OF CARE	3456184	07/01/08
Fairpay Solutions, Inc.	FINDING THE FAIR COST OF HEALTHCARE	3456183	07/01/08
Fairpay Solutions, Inc.	OUR CLIENTS PAY THE FAIR COST OF CARE! (Stylized)	3059910	02/21/06

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