

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALESCO CLO FUNDING, LLC	FORMERLY Emporia Capital Funding LLC	09/15/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMP ADMIN LLC		
<b>Street Address:</b>	1919 Pennsylvania Avenue, NW, 3rd Floor		
<b>City:</b>	Washington		
<b>State/Country:</b>	DISTRICT OF COLUMBIA		
<b>Postal Code:</b>	20006		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2936851	HEALTHSCRIPT	
Registration Number:	2356724	CARECLAIM	
Registration Number:	2995192	EZVAX	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(213)680-6499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-680-6764		
Email:	kimberli.walker@bingham.com		
Correspondent Name:	Kimberli Walker		
Address Line 1:	355 South Grand Avenue, Suite 4400		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	0000323322		
NAME OF SUBMITTER:	Kimberli Walker		

CH \$90.00 2936851

**900145878**

**TRADEMARK  
 REEL: 004082 FRAME: 0445**

Signature:	/Kim Walker/
Date:	10/21/2009
Total Attachments: 3 source=Omnisys Assignment#page1.tif source=Omnisys Assignment#page2.tif source=Omnisys Assignment#page3.tif	

## ASSIGNMENT AND ASSUMPTION OF SECURITY AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SECURITY AGREEMENT (this "Assignment"), is dated as of September 15, 2009, and made by **ALESCO CLO FUNDING, LLC**, a Delaware limited liability company (formerly known as **EMPORIA CAPITAL FUNDING LLC**) (the "Resigning Agent"), to **AMP ADMIN LLC**, a Delaware limited liability company (the "Entering Agent").

WHEREAS, pursuant to that certain Security Agreement dated as of September 21, 2007, made by **CIC OMNI GP LLC**, a Delaware limited liability company, and **OMNISYS, LLC**, A Texas limited liability company, each as grantor, in favor of Resigning Agent (the "Security Agreement"), a security interest was granted to Resigning Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 15, 2007, at Reel 003640 and Frame 0314; and

WHEREAS, the Resigning Agent desires to assign and delegate its rights, title and interest in and to the Security Agreement and the Trademark Collateral, and the Entering Agent desires to accept such assignment and assume said rights, title and interest, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Resigning Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Resigning Agent's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.
2. Assignment and Assumption of Security Interest. The Resigning Agent hereby assigns and transfers unto the Entering Agent, and the Entering Agent hereby accepts all of the Resigning Agent's rights, title and interest in and to the Security Agreement and Trademark Collateral, effective as of May 13, 2009.
3. Representations and Warranties. Resigning Agent represents and warrants that: (i) it has the full power and authority to execute this Assignment; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Security Agreement.
4. Further Assurances. The Entering Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the Assignment contemplated hereby.

*[Remainder of page intentionally blank; signature page follows.]*

IN WITNESS WHEREOF, the undersigned have entered into this Assignment as of the date first above written.

RESIGNING AGENT:

**ALESCO CLO FUNDING, LLC** (formerly known as Emporia Capital Funding LLC), a Delaware limited liability company

By: A.C. Corporation

Its: Attorney-in-Fact

By: 

Kevin Braddish  
Managing Director

ENTERING AGENT:

**AMP ADMIN LLC**, a Delaware limited liability company

By: 

Kevin Braddish  
Managing Director

Schedule A

**TRADEMARK COLLATERAL**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
CareCLAIM	2,356,724	June 13, 2000 (refilled September 14, 2007 and awarded serial number 77/279,433)
HealthSCRIPT	2,936,851	March 29, 2005
EZVAX	2,995,192	September 13, 2005