# 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 |
|---|---|---|---|
| Data Advantage, LLC | | 01/21/2010 | LIMITED LIABILITY COMPANY: TEXAS |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | General Electric Capital Corporation, as Collateral Agent |
| Street Address: | 201 Merritt 7 |
| Internal Address: | 6th Floor |
| City: | Norwalk |
| State/Country: | CONNECTICUT |
| Postal Code: | 06856-5201 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 3215070 | DATA ADVANTAGE |
| Registration Number: | 3615021 | IS IT WORTH IT? |
| Registration Number: | 3533388 | HEALTHCARE MARKET INTELLIGENCE TO COMPETE |
| Registration Number: | 3523561 | PLANNING 2.0 |
| Registration Number: | 3497417 | BUSINESS INTELLIGENCE FOR HEALTHCARE |
| Registration Number: | 3497390 | THE HEALTHCARE DATA EXPERTS |
| Serial Number: | 77474308 | HEALTHCARE VALUE INDEX |
| Serial Number: | 77847516 | HOSPITAL VALUE-BASED PURCHASING INDEX |
| Serial Number: | 77505599 | HOSPITAL VALUE INDEX |
| Serial Number: | 77837114 | VOICES OF VALUE |
| Serial Number: | 77877585 | VOICES OF VALUE |

CH $290.00 3215070

CORRESPONDENCE DATA

Fax Number: (312)993-9767
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 025646-0490 |
| NAME OF SUBMITTER: | Gayle D. Grocke |
| Signature: | /gdg/ |
| Date: | 01/26/2010 |

Total Attachments: 5
source=Data Advantage - Intellectual Property Security Agreement#page1.tif
source=Data Advantage - Intellectual Property Security Agreement#page2.tif
source=Data Advantage - Intellectual Property Security Agreement#page3.tif
source=Data Advantage - Intellectual Property Security Agreement#page4.tif
source=Data Advantage - Intellectual Property Security Agreement#page5.tif

EXECUTION COPY

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of January 21, 2010, made by the Person listed on the signature pages hereof (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent for the Lenders (as defined below) (in such capacity, together with its successors in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement, dated as of March 12, 2008 (the "Guarantee and Collateral Agreement"), among PG Holdco, LLC, a Delaware limited liability company ("Holdings"), PG MergerSub, Inc., a Delaware corporation (the "Initial Borrower"), PGA Holdings, Inc., a Delaware corporation (the "Surviving Borrower"), Press, Ganey Associates, Inc., an Indiana corporation ("Press Ganey" and, together with Holdings, the Initial Borrower and the Surviving Borrower, the "Grantors"), and GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent.

WHEREAS, the rules of construction and other interpretive provisions specified in Section 1.2 of the Credit Agreement shall apply to this Agreement, including terms defined in the preamble and recitals hereto.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Lenders a security interest in all of Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this Agreement secures the payment of all Obligations of Grantor now or hereafter existing.

SECTION 3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of

this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH THE PARTIES HERETO AGREE APPLY HERETO).**

SECTION 7. Severability. Any provision of this Agreement which 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 any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.2 of the Credit Agreement.

SECTION 9. Expenses. Subject to Section 10.5 of the Credit Agreement, Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

DATA ADVANTAGE, LLC
as Grantor

By: Paul D. Worland
Name: PAUL D. WORLAND
Title: SECRETARY

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

DATA ADVANTAGE, LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Collateral Agent

By: _____
Name: Brent A. Shepherd
Title: Duly Authorized Signatory



TRADEMARK
REEL: 004137 FRAME: 0985

SCHEDULE A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

IP Registrations:

| **Serial Number** | **Reg. Number** | **Word Mark** |
|---|---|---|
| 78727558 | 3215070 | DATA ADVANTAGE |
| 77505581 | 3615021 | IS IT WORTH IT? |
| 77474308 | Pending | HEALTHCARE VALUE INDEX |
| 77342690 | 3533388 | HEALTHCARE MARKET INTELLIGENCE TO COMPETE |
| 77353722 | 3523561 | PLANNING 2.0 |
| 77342676 | 3497417 | BUSINESS INTELLIGENCE FOR HEALTHCARE |
| 77298728 | 3497390 | THE HEALTHCARE DATA EXPERTS |
| 77847516 | Pending | HOSPITAL VALUE-BASED PURCHASING INDEX |
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