

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Performance Partners, Inc.		02/05/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77834015	LEAN HEALTHCARE EXCHANGE	
CORRESPONDENCE DATA			
Fax Number:	(212)755-7306		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-326-3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	JONES DAY		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	175274-635034		
NAME OF SUBMITTER:	Lulu Zhang		
Signature:	/Lulu Zhang/		
Date:	02/05/2010		

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Total Attachments: 5

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Trademark Security Agreement

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of February 5, 2010, by Healthcare Performance Partners, Inc., a Delaware corporation (the "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as Collateral Agent pursuant to the Credit Agreement (as defined in the Security Agreement referred to below) (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement, dated as of August 15, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable 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 ratable 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 of the Pledgor (collectively, the "Trademark Collateral"):

(a) Trademarks of the Pledgor listed on Schedule 1 attached hereto, provided, however, that the Trademark Collateral shall not include any Trademark if and for so long as the grant of such security interest shall constitute or result in the abandonment, invalidation, cancellation or unenforceability of any right, title or interest of the Pledgor in such Trademark, provided, further, however, that such security interest shall attach immediately and automatically at such time as the condition causing such abandonment, invalidation, cancellation or unenforceability shall be remedied;

(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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine. The Pledgor hereby acknowledges the sufficiency and completeness of this Trademark Security Agreement to create the security interest in the Trademark Collateral and to grant the same to the Collateral Agent for the ratable benefit of the Secured Parties, and the Pledgor hereby requests the United States Patent and Trademark Office to file and record the same together with the annexed schedules.

SECTION 4. Termination. Upon the Guarantee Termination Date, upon written request of Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement.

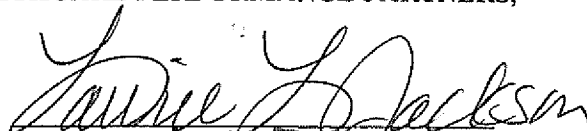
SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

[SIGNATURE PAGE FOLLOWS]

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

HEALTHCARE PERFORMANCE PARTNERS, INC.

By:


Name: Laurie L. Jackson
Title: Chief Financial Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC
as Collateral Agent

By:

Name: _____

Title: _____

Signature Page to Trademark Security Agreement

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

**HEALTHCARE PERFORMANCE PARTNERS,
INC.**

By: _____
Name:
Title:

Accepted and Agreed:

JEFFERIES FINANCE LLC
as Collateral Agent

By: E. J. Hess
Name: E.J. Hess
Title: Managing Director

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

None.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Healthcare Performance Partners, Inc. (as assignee of Healthcare Performance Partners, LLC)	77834015	LEAN HEALTHCARE EXCHANGE