

**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>
Emdeon Business Services LLC		02/23/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CitiBank, N.A., as Second Lien Collateral Agent		
<b>Street Address:</b>	390 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3694986	BILLS 2 EDI	
Registration Number:	3694985	CLAIMS 2 EDI	
Serial Number:	77589714	EOBREEZE	
Registration Number:	3694988	EOBREEZE FLY THROUGH PAYMENT PROCESSING	
Registration Number:	3694984	FVTECH	
Serial Number:	77590204	STRATEGIC-EDI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(615)742-0410		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	615-742-7760		
<b>Email:</b>	trademarks@bassberry.com		
<b>Correspondent Name:</b>	Robert L. Brewer		
<b>Address Line 1:</b>	150 3rd Avenue South		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37201		

**CH \$165.00 3694986**

**TRADEMARK**

**900157280**

**REEL: 004168 FRAME: 0363**

ATTORNEY DOCKET NUMBER:	115992-185
NAME OF SUBMITTER:	Robert L. Brewer
Signature:	/Robert L. Brewer/
Date:	03/17/2010
Total Attachments: 4 source=Emdeon-Citibank second lien#page1.tif source=Emdeon-Citibank second lien#page2.tif source=Emdeon-Citibank second lien#page3.tif source=Emdeon-Citibank second lien#page4.tif	

## Second Lien Trademark Security Agreement

**Second Lien Trademark Security Agreement**, dated as of February 23, 2010, by EMDEON BUSINESS SERVICES LLC (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 that certain Second Lien Security Agreement dated as of November 16, 2006 made by Pledgor, 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.

**EMDEON BUSINESS SERVICES LLC**

By: 

Name: Bob A. Newport, Jr.

Title: Treasurer

Accepted and Agreed:

CITIBANK, N.A.,  
as Collateral Agent

By: 

Name:

WILLIAM E. CLARK

Title:

MANAGING DIRECTOR & VICE PRESIDENT

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

OWNER	TRADEMARK	Serial No. Reg. No.	STATUS
Emdeon Business Services LLC	BILLS 2 EDI	77/589779 3,694,986	Registered
Emdeon Business Services LLC	CLAIMS 2 EDI	77/589758 3,694,985	Registered
Emdeon Business Services LLC	EOBREEZE	77/589714	Pending
Emdeon Business Services LLC	EOBREEZE FLY THROUGH PAYMENT PROCESSING	77/590274 3,694,988	Registered
Emdeon Business Services LLC	FVTECH	77/589588 3,694,984	Registered
Emdeon Business Services LLC	STRATEGIC-EDI	77/590204	Suspended

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