

**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>
HealthEdge Software, Inc.		04/12/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Psilos Group Managers, LLC		
<b>Street Address:</b>	140 Broadway		
<b>Internal Address:</b>	51st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3145466	HEALTHEDGE	
<b>Registration Number:</b>	3224375	HEALTHEDGE	
<b>Registration Number:</b>	3145473	HEALTHEDGE ONE	
<b>Registration Number:</b>	3145472	HEALTHRULES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)799-5155		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202 799-4155		
<b>Email:</b>	ned.whalen@dlapiper.com		
<b>Correspondent Name:</b>	Thomas E. Zutic		
<b>Address Line 1:</b>	DLA Piper LLP (US)		
<b>Address Line 2:</b>	500 8th St. NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	366837-1		

**OP \$115.00 3145466**

NAME OF SUBMITTER:	Thomas E. Zutic
Signature:	/Thomas E. Zutic/
Date:	04/16/2010
<b>Total Attachments: 7</b> source=SECURITYTM#page1.tif source=SECURITYTM#page2.tif source=SECURITYTM#page3.tif source=SECURITYTM#page4.tif source=SECURITYTM#page5.tif source=SECURITYTM#page6.tif source=SECURITYTM#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") dated as of April 12, 2010, is made by HealthEdge Software, Inc., a Delaware corporation ("Grantor"), in favor of Psilos Group Managers, LLC, a Delaware limited liability company, as the duly authorized representative of the Lenders (defined below) under the Loan Agreement (defined below) (together with its successors and permitted assigns, the "Lender Representative"). Borrower and the Lender Representative are collectively referred to herein as the "Parties".

RECITALS

A. The Parties are party to a Loan and Note Purchase Agreement of even date herewith (as amended from time to time, the "Loan Agreement"), together with the lenders named therein from time to time (the "Lenders"), pursuant to which the Lenders have agreed to make a loan to Grantor.

B. The Parties are party to a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") under which the obligations owed by Grantor to the Lenders are secured.

C. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to the Lender Representative, for the benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Lender Representative, for the benefit of the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Intellectual Property (as defined in the Loan Agreement), to secure the payment of all amounts owing by Grantor under the Loan Agreement.

AGREEMENT

1. In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to the Lender Representative, for the benefit of the Lenders (ratably according to the Outstanding Balances of their respective Notes), a continuing security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (the "Intellectual Property Collateral"), including the following (whether presently existing or hereafter created or acquired):

a. each trademark, service mark and any applications therefor, including those listed in Schedule 1, together with any renewals thereof or related thereto in the United States and in foreign jurisdictions and all goodwill associated therewith, except that any U.S. intent-to-use applications will only be assigned after an acceptable amendment to allege use or a statement of use has been filed with the U.S. Patent and Trademark Office;

b. each trademark license, including those listed on Schedule 1, together with all goodwill associated therewith;

c. all proceeds of the items identified in Section 1(a)---(b), any claim by Grantor against third parties for past, present or future infringement, both presently known and unknown, of any trademark owned by Grantor (including those listed in Schedule 1), and any trademark registration issued pursuant to a trademark application listed in Schedule 1 (items identified in Section 1(a)---(c), collectively, being the "Trademark Collateral");

d. each patent, patent application and any future patent applications, including those listed in Schedule 2, together with any divisions, provisionals, reissues, continuations, continuations-in-part, renewals and extensions thereof in the United States and in foreign jurisdictions;

e. each patent license, including, those listed in Schedule 2, together with all goodwill associated therewith; and

f. all products and proceeds of the items identified in Section 1(d)---(e), any claim by Grantor against third parties for past, present or future infringement, both presently known and unknown, of any patent owned by Grantor (including those listed in Schedule 2), and any patent issued pursuant to a patent application listed in Schedule 2 (items identified in Section 1(d)---(f), collectively, being the "Patent Collateral").

2. This security interest is granted in conjunction with the security interests granted to the Lender Representative, for the benefit of the Lenders, pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender Representative and the Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and Security Agreement, the terms and provisions of which are incorporated herein by reference.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTOR:**

HEALTHEDGE SOFTWARE, INC.

By:   
Name: ROB GILLETTE  
Title: CEO

**Acknowledged:**

PSILOS GROUP MANAGERS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT



Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTOR:**

HEALTHEDGE SOFTWARE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Acknowledged:**

PSILOS GROUP MANAGERS, LLC

By: Jeffrey Kramer  
Name: Jeffrey Kramer  
Title: Managing Member

**SCHEDULE 1**  
**TRADEMARK COLLATERAL**

Registered Trademarks & Pending Trademark Applications:

Trademark Owner		Reg. No. or Serial No.	Jurisdiction	Goods/Services	Date of First Use / Reg. Date
HEALTHEDGE	HealthEdge Software	3145466	US	Class 9 - Computer software for use in connection with processing and administration of insurance claims	2-Sep-05 / 19-Sep-06
HEALTHEDGE w/ Square Logo	HealthEdge Software	3224375	US	Class 9 - Computer software for use in connection with processing and administration of insurance claims	2-Sep-05 / 3-Apr-07
HEALTHEDGE ONE	HealthEdge Software	3145473	US	Class 9 - Computer software for use in connection with processing and administration of insurance claims	2-Sep-05 / 19-Sep-06
HEALTHRULES	HealthEdge Software	3145472	US	Class 9 - Computer software for use in connection with processing and administration of insurance claims	2-Sep-05 / 19-Sep-06

Common Law Trademarks: N/A

Licenses, Sublicenses and Other Contracts to Use Third-Party Trademarks: N/A

Licenses, Sublicenses and Other Contracts to Use HealthEdge Software, Inc. Trademarks: N/A

SCHEDULE TO PATENT AND TRADEMARK SECURITY AGREEMENT

EASTM2865366.5

**TRADEMARK**  
**REEL: 004187 FRAME: 0460**



**SCHEDULE 2**  
**PATENT COLLATERAL**

**Patents :**

<b>Patent No. / Application No. Title</b>	<b>Filing Date / Issue Date</b>	<b>Jurisdiction</b>	<b>Owner</b>
7356460 / 09/833097      Claim Processing	10-Apr-01 / 08-Apr-08	US	HealthEdge Software

**Pending Applications:** N/A

**Licenses, Sublicenses and Other Contracts to Use Third-Party Patents:** N/A

**Licenses, Sublicenses and Other Contracts to Use HealthEdge Software, Inc. Patents:** N/A

SCHEDULE TO PATENT AND TRADEMARK SECURITY AGREEMENT

EASTM42865366.5