

**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>
StrataCare, LLC	FORMERLY StrataCare, Inc.	04/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, National Association, as Agent		
<b>Street Address:</b>	145 Bank Street		
<b>City:</b>	Waterbury		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06702		
<b>Entity Type:</b>	national bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2714024	STRATACARE	
Registration Number:	2636774	STRATAWARE	
Registration Number:	2707685	CARESOLUTIONS	
Registration Number:	2738019	CARECONTROL	
Registration Number:	2586111	EBILLPRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(860)240-1192		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	203-328-8137		
<b>Email:</b>	sspinelli@rrlawpc.com		
<b>Correspondent Name:</b>	Webster Bank, N.A.		
<b>Address Line 1:</b>	281 Tresser Boulevard, 4th Floor		
<b>Address Line 2:</b>	Christopher P. Miller		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		

OP \$140.00 2714024

NAME OF SUBMITTER:	Sharon S. Spinelli
Signature:	/sss/
Date:	04/22/2010
<p>Total Attachments: 28</p> <p>source=stratacare_001#page1.tif source=stratacare_001#page2.tif source=stratacare_001#page3.tif source=stratacare_001#page4.tif source=stratacare_001#page5.tif source=stratacare_001#page6.tif source=stratacare_001#page7.tif source=stratacare_001#page8.tif source=stratacare_001#page9.tif source=stratacare_001#page10.tif source=stratacare_001#page11.tif source=stratacare_001#page12.tif source=stratacare_001#page13.tif source=stratacare_001#page14.tif source=stratacare_001#page15.tif source=stratacare_001#page16.tif source=stratacare_001#page17.tif source=stratacare_001#page18.tif source=stratacare_001#page19.tif source=stratacare_001#page20.tif source=stratacare_001#page21.tif source=stratacare_001#page22.tif source=stratacare_001#page23.tif source=stratacare_001#page24.tif source=stratacare_001#page25.tif source=stratacare_001#page26.tif source=stratacare_001#page27.tif source=stratacare_001#page28.tif</p>	

**AMENDED AND RESTATED INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

**by**

**STRATACARE, LLC  
ISG HOLDINGS, INC.  
and  
ISG SERVICES, LLC**

**in favor of**

**WEBSTER BANK, NATIONAL ASSOCIATION, AS AGENT**

**AMENDED AND RESTATED INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

This Agreement made as of this 7<sup>th</sup> of April, 2010, by and between **ISG SERVICES, LLC**, a Delaware limited liability company, successor to ISG Services, Inc., a Delaware corporation, by conversion, with an office at 20 Waterside Drive, Farmington, Connecticut 06032 ("**Borrower**"), **ISG HOLDINGS, INC.**, a Delaware corporation with an office at 20 Waterside Drive, Farmington, Connecticut 06032 ("**Holdings**") and **STRATACARE, LLC**, a Delaware limited liability company, successor to StrataCare, Inc., a Delaware corporation, by conversion, with a mailing address of 17838 Gillette Avenue, Irvine, California 92614 ("**StrataCare**" and, together with Holdings, the "**Guarantors**" and together with the Borrower, each individually an "**Obligor**" and collectively, the "**Obligors**"), and **WEBSTER BANK, NATIONAL ASSOCIATION**, a national bank with an office at 145 Bank Street, Waterbury, Connecticut 06702, as agent for the lenders (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") under that certain Loan and Security Agreement dated as of the 30<sup>th</sup> day of April, 2009, as the same may be amended from time to time (as so amended from time to time the "**Loan and Security Agreement**"), by and among Borrower, the Guarantors, **BROWN BROTHERS HARRIMAN & CO.**, a Delaware corporation with an office at 40 Water Street, Boston, Massachusetts 02109, as a lender, **WEBSTER BANK, NATIONAL ASSOCIATION**, a national bank, as a lender, each other lender which may be a signatory thereto as a lender (each individually, together with its successors and assigns, a "**Lender**" and collectively, the "**Lenders**") and Agent.

**BACKGROUND**

1. Obligors and Agent entered into an Intellectual Property Security Agreement dated as of April 30, 2009, as affected by Acknowledgement Agreement dated December 30, 2009 (as so affected, the "**Existing Agreement**").
2. As of April 30, 2009, the Obligors, the Agent and the Lenders entered into the Loan and Security Agreement, the Borrower executed Term Notes in the aggregate principal amount of \$20,000,000 and Revolving Loan Notes in an aggregate principal amount of up to \$2,000,000 (together, the "**Existing Notes**") and Holdings and StrataCare each executed a Guaranty (the "**Existing Guaranty**") pursuant to which Holdings and StrataCare jointly and severally guaranteed all of the obligations of the Borrower to the Lenders and Agent.
3. ISG Services, Inc., a Delaware corporation, converted to ISG Services, LLC, a Delaware limited liability company, on December 30, 2009.
4. StrataCare, Inc., a Delaware corporation, converted to StrataCare, LLC, a Delaware limited liability company, on December 30, 2009.
5. The Borrower has requested that the Lenders provide a term loan in the amount of \$6,000,000.

6. Contemporaneously with the execution of this Agreement, the Obligors are entering into an Amended and Restated Loan and Security Agreement, the Borrower is executing Amended and Restated Term Notes in the aggregate principal amount of \$25,000,000 and Amended and Restated Revolving Loan Notes in an aggregate principal amount of up to \$2,000,000 (together, the "**Notes**") and Holdings and StrataCare are each executing an Amended and Restated Guaranty dated the date hereof (the "**Guaranty**") pursuant to which Holdings and StrataCare jointly and severally guarantee all of the obligations of the Borrower to the Lenders and Agent.
7. As a condition to the Lenders' making the requested loan, the Lenders require that each Obligor grant to Agent a security interest in all of such Obligor's right, title and interest in and to the Collateral (as hereinafter defined) to secure, inter alia, the due and prompt payment and performance of all of such Obligor's Obligations under the Loan and Security Agreement, the Notes and the Guaranty.
8. Each Obligor is willing to execute and deliver this Amended and Restated Intellectual Property Security Agreement to induce Lenders to make the requested loan.
9. Capitalized terms that are used in this Agreement but not defined in this Agreement shall have the meanings set forth in the Loan and Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Obligors agrees as follows:

#### **AGREEMENTS**

1. Incorporation of Loan and Security Agreement. The Loan and Security Agreement and the definitions and the terms and provisions thereof are incorporated herein in their entirety by this reference thereto.
2. Definitions. The following terms shall have the following meanings when used in this Agreement.

"**Claim**" means any written action, audit, complaint, charge, claim, lawsuit, demand, suit, hearing, investigation, litigation, proceeding, arbitration, or other dispute, whether civil, criminal or administrative.

"**Intellectual Property**" means all of the following: (a) all trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, trade dress, logos, slogans, corporate and business names, Internet domain names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (b) all copyrightable works, copyrights, works of authorship and all registrations, and renewals in connection therewith, (c) all inventions (whether patentable or not and whether or not

reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, extensions, and reexaminations thereof, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data and information, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all Software, (g) all other confidential and proprietary rights or information, whether or not subject to statutory registration, which is owned by any Obligor or (to the extent solely of the license interest therein) used or held for use by any Obligor, and (h) all copies and tangible embodiments thereof (in whatever form or medium).

**“Intellectual Property Licenses”** means any contract or agreement pursuant to which any Obligor uses Intellectual Property that is not owned by the Obligor or pursuant to which any Obligor grants any other person or entity the right to use any Intellectual Property owned by any Obligor.

**“Obligors Intellectual Property”** means any Intellectual Property now or hereafter owned by any of the Obligors.

**“Publicly Available Software”** means each of (i) any Software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g. Linux), or similar licensing and distribution models; and (ii) any Software that requires as a condition of use, modification, and/or distribution of such Software that such Software or other Software incorporated into, derived from, or distributed with such Software (A) be disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) be redistributable at no or minimal charge.

**“Software”** means computer software programs (and all enhancements, versions, releases, and updates thereto), including software compilations, software tool sets, compilers, higher level or “proprietary” languages and all related programming and user documentation, whether in source code, object code or human readable form, or any translation or modification thereof that substantially preserves its original identity.

3. Grant of Security Interest. To secure the complete and timely payment of all of the Obligations of the Obligors to Lenders and Agent now or hereafter existing from time to time, Obligors hereby pledge and grant to Agent a continuing first priority security interest in all of Obligors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Collateral**”):
  - a. all Obligor Intellectual Property;
  - b. all Intellectual Property Licenses (other than those Intellectual Property Licenses listed on Schedule 3(b) hereto, which are not assignable);

- c. all reissues, continuations or extensions of the foregoing;
- d. all goodwill of the business connected with the use of, and symbolized by any of the foregoing; and
- e. all products and proceeds of the foregoing, including, without limitation, any claim by any Obligor against third parties for past, present or future infringement or dilution of any of the foregoing and injury to the goodwill associated with any of the foregoing.

Each Obligor and Agent acknowledges and agrees that the security interest granted in this Section 3 is not to be construed as a present assignment of any Intellectual Property. Each Obligor expressly acknowledges and agrees that the Agent may record this Agreement with the United States Patent and Trademark Office or any similar office or agency.

4. Representations and Warranties. Obligors represent and warrant that:

a. Schedule 4.(a)(i) correctly sets forth all of the following that are owned by the Obligors: (a) patented or registered Intellectual Property, (b) pending patent applications or other applications for registrations of other Intellectual Property, (c) corporate names, (d) trade names, trade dress, logos, slogans, Internet domain names, unregistered trademarks, and unregistered service marks, in each case that are material to any Obligors' business, (e) material Software (other than shrink-wrap software), and (f) other Intellectual Property rights that are material to any Obligors' business. Schedule 4.(a)(ii) identifies each Intellectual Property License or other contract or agreement pursuant to which any Obligor uses Intellectual Property that is not owned by the Obligor or pursuant to which any Obligor grants any other Person the right to use any Intellectual Property owned by any Obligor (except (x) shrink-wrap software agreements and (y) licenses incident to customer contracts entered into in the ordinary course of business). The Obligor Intellectual Property set forth on Schedule 4.(a)(i), together with the Intellectual Property Licenses set forth on Schedule 4.(a)(ii), include all of the Intellectual Property used in the operation of the Obligors' business, and there are no other material items of Intellectual Property that are necessary to the operation of the Obligors' business as currently conducted.

b. No Claims (including office actions) have been made against any Obligor (or to any Obligor's knowledge, any other person or entity) that are presently pending, or were pending at any time since December 31, 2007, contesting the validity, use, ownership, enforceability or registrability of any of the Obligor Intellectual Property. None of the Obligors has materially infringed upon, misappropriated or otherwise violated any valid Intellectual Property of another Person; the Obligors have no knowledge of any facts which indicate a reasonable likelihood of any of the foregoing; and except as shown on Schedule 4.(b)(i), none of the Obligors, nor any of their respective directors or officers or shareholders has received: (i) any charge, complaint, claim, demand, or notice contesting use of, or asserting infringement with respect to, any Intellectual Property, or (ii) any demands or offers to license any Intellectual Property. To the knowledge of the Obligors, no person or entity has

interfered with, challenged, infringed upon, misappropriated or otherwise violated any right with respect to any Obligor Intellectual Property. Neither the StrataCare Acquisition nor the MedBill Acquisition nor the transactions contemplated by the Loan Documents shall impair the right, title or interest of the Obligors in or to the Obligor Intellectual Property (including in respect of any agreement under which a person or entity has granted to any Obligor a license or other right with respect to Intellectual Property), and all of the Obligor Intellectual Property shall be owned or available for use by the Obligors immediately after the consummation of the MedBill Acquisition and the funding of the Loans on terms and conditions identical to those under which the Obligors owned or used the Obligor Intellectual Property immediately prior to the Closing. No Obligor Intellectual Property is subject to any outstanding order, stipulation, or agreement restricting the ownership, use or other exploitation thereof by the Obligors including the licensing thereof by the Obligors to any person or entity. Except as described on Schedule 4.(b)(ii), no Obligor has agreed to indemnify any person or entity pursuant to any contract or agreement currently in effect against any infringement, violation or misappropriation of any Intellectual Property rights.

c. The Obligors own and possess, free and clear of all mortgages, security interests, pledges, liens, encumbrances, charges or other restriction or limitation regarding use, all right, title and interest in and to, or have the sole and exclusive right to use all Obligor Intellectual Property necessary for or used in the operation of the Obligors' business, including all rights to make, use, exclude others from using, reproduce, modify, adapt, create derivative works based on, translate, distribute (directly and indirectly), transmit, display and perform publicly, license, rent, lease, assign and sell such Intellectual Property in all geographic locations and fields of use, and to sublicense any or all such rights to third parties, including the right to grant further sublicenses. The Obligors have complied with all of their confidentiality obligations under each contract or agreement to which it is a party relating to any Obligor Intellectual Property or any Intellectual Property Licenses.

d. Except for third party escrow agents that have copies of the source code as set forth on Schedule 4.(d), or portions of the source code of the Obligors' Software pursuant to source code escrow agreements, each Obligor is in actual and sole possession of the complete source code of the Obligors' Software. Schedule 4.(d) contains a list of all escrow agreements with third party escrow agents and all contracts or agreements with third parties that would permit the release of the source code, or portions of the source code, to a third party under certain circumstances or conditions. Except for third party escrow agents listed on Schedule 4.(d), no one other than the Obligors has any individual right to use or ownership interest in or possession of each Obligor's Software or any portion or component (including source code) thereof.

e. All of the Obligors' Software was either (i) created solely by (A) employees of the Obligors within the scope of their employment who have executed a confidentiality and intellectual property assignment agreement in favor of the Obligors and/or (B) independent contractors who have assigned their rights to the Obligors pursuant to written contracts or agreements, or (ii) acquired pursuant to a written assignment from the original author(s) or subsequent assignees (which may include, without limitation, an acquisition of such Software



in the course of an acquisition or merger). No Obligor has licensed or otherwise authorized any third party to copy, distribute, modify, decompile, or prepare derivatives of any of the Obligor's Software except pursuant to the written license agreements set forth on Schedule 4.(e).

f. The Obligor has taken commercially reasonable steps to protect and preserve the Obligor Intellectual Property, including the confidentiality of its source code, trade secrets and other confidential and proprietary information that is not otherwise disclosed in published patents or patent applications or registered copyrights. All current employees of, and independent contractors to, the Obligor have entered into valid and binding written contracts or agreements pursuant to which such employee or independent contractor agrees to protect the confidential information of the Obligor and their customers, and to assign to the Obligor without restriction or reservation all Intellectual Property developed by such employee or independent contractor in the course of such Person's relationship with the Obligor.

g. Schedule 4.(g) contains a complete and accurate list of the Software comprising the principal business products developed by or on behalf of the Obligor for use in the Obligor's business, as conducted as of the date hereof (the "**Proprietary Software**"). The Proprietary Software performs, in all material respects, the functions that it is contractually specified to perform pursuant to the Obligor's existing customer agreements, subject to the need for ongoing customer support (including to address software bugs and performance issues) and software maintenance on a basis reasonably consistent with past practice during the past two fiscal years. None of the Software comprised in the Obligor Intellectual Property, including the Proprietary Software, contains any viruses, "worms," trapdoors," or other disabling or malicious code that would impair the functionality of such Software, or destroy, damage or corrupt the data or information technology systems used in the conduct of the Obligor's business.

h. Except as set forth on Schedule 4.(h), as of the date hereof, none of the Obligor Intellectual Property contains, or is distributed with, any Publicly Available Software. No Publicly Available Software was used in the development of any part of the Obligor Intellectual Property in a manner that could subject the Obligor Intellectual Property, in whole or in part, to a requirement that such Obligor Intellectual Property (A) be disclosed or distributed in source code form, (b) be licensed for the purpose of making derivative works, or (c) be redistributable at no or minimal charge.

i. Each Obligor has the unqualified right to enter into this Agreement and perform its terms. This Agreement has been duly executed and delivered to Agent by Obligor and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms. The execution, delivery and/or performance by each Obligor of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in its respective Certificate of Incorporation, Bylaws, Certificate of Formation or Operating Agreement or contained in any agreement, instrument or document to which it is now a party or by which it is bound, including, without

limitation, any such agreement, instrument or document which specifically relates to any of the Collateral, and no consent, approval, license or authorization of, or filing with, any governmental bureau or agency or of any other person is required to be obtained in connection therewith. The execution, delivery and/or performance by Obligors of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, except to the extent expressly set forth in this Agreement, impair the right, title or interest of the Obligors in or to the Obligor Intellectual Property (including in respect of any agreement under which a person or entity has granted to the Obligors a license or other right with respect to Intellectual Property).

j. This Agreement creates a valid and continuing lien on and security interest in favor of Agent in all of the Collateral. Upon the filing of a UCC-1 financing statement describing the Collateral in the Delaware Secretary of State's office, and with respect to the Obligors' patented or registered Intellectual Property, pending patent applications or other registration of other Intellectual Property, upon the filing of this Agreement with the United States Patent and Trademark Office or any similar office of agency, all action necessary or desirable to protect and perfect Agent's lien on the Collateral shall have been duly taken and such perfected lien and security interest is enforceable as such as against any and all creditors of, and purchasers from, Obligors.

5. COVENANTS. The Obligors covenant and agree with Agent that from and after the date of this Agreement:

a. Each Obligor shall notify Agent immediately if it acquires any Intellectual Property or any Intellectual Property License which is material to the operation of the Obligors' business and Obligor shall take promptly such steps as may be reasonably requested by the Agent to further evidence or perfect Agent's lien and security interest therein. In no event shall any Obligor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Obligors shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's lien on such Intellectual Property, and the general intangibles of Obligors relating thereto or represented thereby.

b. Each Obligor shall notify Agent immediately if it knows or has reason to know that any Claim (including office actions) is made against any Obligor (or to any Obligors' knowledge, any other person or entity) contesting the validity, use, ownership, enforceability or registrability of any of the Obligor Intellectual Property.

c. No Obligor shall grant, or permit to exist, any mortgage, security interest, pledge, lien, encumbrance, charge or other restriction or limitation regarding use, on any Obligor Intellectual Property necessary for or used in the operation of the Obligors' business other than the security interest granted herein and in the Loan and Security Agreement.

- d. Each Obligor shall take all commercially reasonable steps necessary or desirable to protect and preserve the Obligor Intellectual Property, including the confidentiality of its source code, trade secrets and other confidential and proprietary information that is not otherwise disclosed in published patents or patent applications or registered copyrights. Each Obligor shall take all commercially reasonable steps necessary or desirable to obtain valid and binding written contracts or agreements with its employees and independent contractors pursuant to which such employee or independent contractor agrees to protect the confidential information of the Obligors and their customers, and to assign to the applicable Obligor without restriction or reservation all Intellectual Property developed by such employee or independent contractor in the course of such Person's relationship with the Obligor.
- e. In the event that any of the Collateral is infringed upon, or misappropriated or diluted by a third party, Obligors shall notify Agent promptly after learning thereof. Each Obligor shall, unless it shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Collateral.
- f. Each Obligor will use proper statutory notice in connection with its use of any Intellectual Property.
6. Security Agreement. All of Agent's rights and remedies with respect to the Collateral, whether established hereby or by the Loan and Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. Without limiting the foregoing, Obligors hereby acknowledge and affirm that this Agreement is executed in furtherance of, and supplementary to, the provisions in the Loan and Security Agreement, and that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
7. Special Power of Attorney. Each of the Obligors hereby appoints and constitutes Agent its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Obligors:
- a. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of the Obligors in and to the Obligors Intellectual Property and all registrations, recordings, re-issues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

b. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Agent may in its sole discretion determine.

This power of attorney is made pursuant to the terms of this Agreement and may not be revoked until the payment in full of all Obligations.

8. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Obligor for liquidation or reorganization, should any Obligor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Obligor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.
9. Notices. Any written notice required or permitted by this Agreement may be delivered by depositing it in the U.S. mail, postage prepaid, return receipt requested, or by recognized overnight courier service, charges prepaid, or facsimile addressed to any Obligor (Attention: Chief Financial Officer; fax number: 860-678-7719), in each case at the following address 20 Waterside Drive, Farmington, CT 06032 or Agent (Attention: Christopher P. Miller; fax number: 203-328-8170) at the addresses set forth at the beginning of this Agreement or such other address as may be provided from time to time by one party to the other parties
10. Counterparts. This Agreement may be executed in any number of separate counterparts by one or more of the parties hereto and all of the said counterparts taken together shall constitute one in the same instrument.
11. Amended and Restated Agreement. The Existing Agreement is hereby amended and restated, superseded and replaced in its entirety by this Agreement and shall have no further force and effect except to the extent necessary to preserve and maintain Agent's previously perfected first lien security interest in the Collateral. All references to the Existing Agreement in the Loan Documents shall be deemed to refer to this Agreement, as the same may be amended from time to time.

*Remainder of page intentionally left blank. Signature page follows.*

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

Witnesses:

Jenny Nicholas

[Signature]

ISG SERVICES, LLC

By [Signature]  
Steven L. Ditman  
Chief Financial Officer

Jenny Nicholas

[Signature]

ISG HOLDINGS, INC.

By [Signature]  
Steven L. Ditman  
Chief Financial Officer

Jenny Nicholas

[Signature]

STRATACARE, LLC

By [Signature]  
Steven L. Ditman  
Chief Financial Officer

\_\_\_\_\_

WEBSTER BANK, NATIONAL  
ASSOCIATION, as Agent

\_\_\_\_\_

By \_\_\_\_\_  
Christopher P. Miller  
Vice President

*Signature page to Amended and Restated Intellectual Property Security Agreement*

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

Witnesses:

\_\_\_\_\_

ISG SERVICES, LLC

\_\_\_\_\_

By \_\_\_\_\_  
Steven L. Ditman  
Chief Financial Officer

\_\_\_\_\_

ISG HOLDINGS, INC.

\_\_\_\_\_

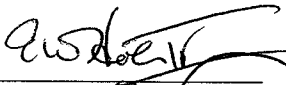
By \_\_\_\_\_  
Steven L. Ditman  
Chief Financial Officer

\_\_\_\_\_

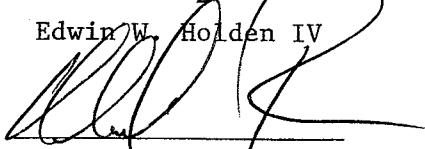
STRATACARE, LLC

\_\_\_\_\_

By \_\_\_\_\_  
Steven L. Ditman  
Chief Financial Officer

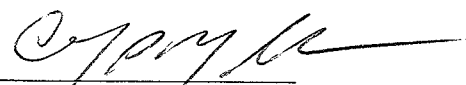


Edwin W. Holden IV



Richard Freeman

WEBSTER BANK, NATIONAL  
ASSOCIATION, as Agent

By   
Christopher P. Miller  
Vice President

*Signature page to Amended and Restated Intellectual Property Security Agreement*







Schedule 3(b)

Non-Assignable Intellectual Property Licenses

Software	Legal Name or Parent Entity	Purpose
Ingenix <sup>1</sup>	Ingenix	
Work Loss Data Institute <sup>2</sup>	Work Loss Data Institute	
Avicode, Inc.	Avicode, Inc.	Application Performance Management
Salesforce.com, Inc.	Salesforce.com, Inc.	CRM Software
Load Runner	Hewlett-Packard Company	EDI Engine
Pervasive Software, Inc.	Pervasive Software, Inc.	EDI Software
Coral8, Inc.	Coral8, Inc.	CEP Engine for B2B and Application
Micromedex, Inc. <sup>3</sup>	Micromedex, Inc.	

<sup>1</sup> Ingenix, Inc. -- Agreement between StrataCare, Inc. and Ingenix, Inc. dated March 1, 2001. Amended on March 1, 2005 amended on March 1, 2008.

<sup>2</sup> Work Loss Data Institute -- Agreement between StrataCare, Inc. and Work Loss Data Institute dated January 2, 2008.

<sup>3</sup> Micromedex, Inc. -- Agreement between StrataCare, Inc. and Micromedex, Inc. dated June 15, 2001.

MedBill Licenses:

CS Knowledge License between CS STARS LLC and StrataCare, LLC, dated April 7, 2010

Pacific Systems Group Software License Agreement effective January 17, 2008 between Pacific Systems Group, LLC and CS STARS LLC

License Agreement for Proprietary Software Products and Maintenance dated March 31, 1994 between Compuware Corporation and CS STARS LLC (as successor to Corporate Systems, Inc.)

Software Program Product License Agreement effective March 15, 1991 between Software Engineering of America, Inc. and CS STARS LLC (as successor to Corporate Systems, Inc.)

Innovation Data Processing License Agreement dated March 3, 2004 between Innovation Data Processing, Inc. and CS STARS LLC (as successor to Corporate Systems, Inc.)

Phoenix Software International Term License and Limited Warranty dated as of October 31, 2007 between Phoenix Software International, Inc. and CS STARS LLC

Software License Agreement dated March 2, 1995 between DTS Software, Inc. (as successor to Mitchem Technologies, Inc.) CS STARS LLC (as successor to Corporate Systems, Inc.).

Addendum to Software License Agreement dated July 23, 2002 between DTS Software, Inc. and CS STARS LLC (as successor to Corporate Systems, Inc.)

Oracle Service Contract No. SKY-3100103 (Documerge) dated as of October 19, 2009 between Oracle USA, Inc. and CS STARS LLC (Oracle License and Services Agreement)

American Medical Association (AMA) End User Agreement (Part of Data License Agreement dated as of December 30, 2005 between Ingenix, Inc. and CS STARS LLC, as amended).

First DataBank Standard License Agreement dated as of May 15, 2000 between First DataBank, Inc. and CS STARS LLC (as successor to Corporate Systems, Inc.), as amended.

Data License Agreement dated as of December 30, 2005 between Ingenix, Inc. and CS STARS LLC, as amended, and the MDR Payment System Product Schedule dated as of December 31, 2005

Information Products, Inc. License Agreement dated as of November 12, 1998 between MedAssets, Inc. (as successor in interest to Information Resource Products, Inc. and Accuro Healthcare) and CS STARS LLC.

McKesson Health Solutions Master Agreement and Order Form effective as of January 31, 2009 between McKesson Health Solutions LLC and CS STARS LLC

Wolters Kluwer Health, Inc. Standard License Agreement effective February 1, 2008 between Wolters Kluwer Health, Inc. (as successor to First DataBank, Inc.) and CS STARS LLC, as amended.

MICROMEDEX Customer License Agreement effective December 1, 2006 between Thomson Reuters Corporation and CS STARS LLC

PPO Access Agreement dated November 1, 2000 between CS STARS LLC (as successor to Corporate Systems, Inc.) and CorVel Healthcare Corporation

Xerox (Elixir Software) End User License Agreement

Schedule 4.(a)(i)

Intellectual Property

Registered Trademarks in the United States Patent and Trademark Office

Owner	NAME	REG. NO.	REG. DATE
StrataCare	StrataCare	2,714,024	May 6, 2003
StrataCare	StrataWare	2,636,774	October 15, 2002
StrataCare	CareSolutions	2,707,685	April 15, 2003
StrataCare	CareControl	2,738,019	July 15, 2003
StrataCare	EBILLPRO	2,586,111	June 25, 2002

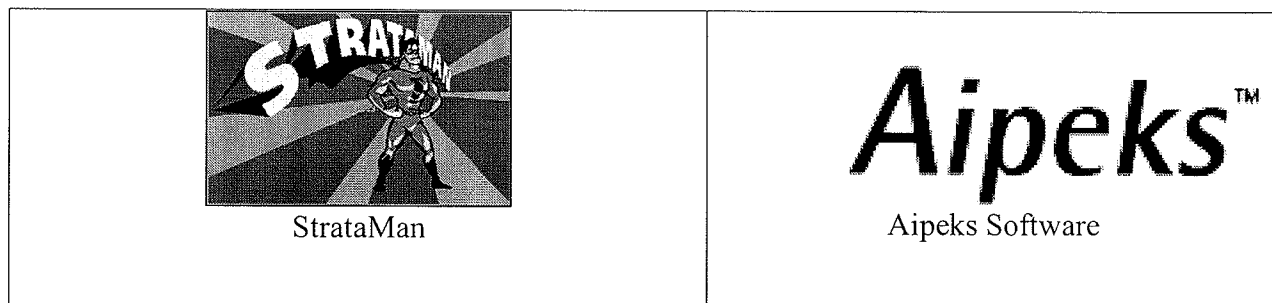
Corporate names: StrataCare, LLC, ISG Services, LLC, ISG Holdings, Inc.


StrataCare also operates two registered d/b/a names: GenSource Corporation and CareSolutions. StrataCare also has a registered d/b/a name of "Texas StrataCare Inc."

StrataCare owns the common-law trademarks set forth below. StrataCare has not sought registration of any of its common-law marks, and as such cannot represent as to the ultimate resolution of such marks through any subsequent applications to the PTO covering such marks:

StrataWare; eReview; ImageManager; StrataCare Scripts; FileFly; ProviderKey; PathWays; AIPEKS; ActiveUpdate; Adjustor Portal; GenCOMP; GenPAC; GenDIS; GenRISK, GenIRIS; GenARS and GenRATE.NET, MedBill, MedBillPro, MBP

Logos utilized by StrataCare:



 <b>StrataCare</b> <small>NATIONAL BILL REVIEW SOFTWARE SOLUTIONS &amp; SERVICE</small>  StrataCare	 <b>PathWays™</b>  PathWays
 <b>Provider Key™</b>  Provider Key	<b>Scripts™</b>  Scripts
<b>ImageManager™</b>  ImageManager	<b>FileFly™</b>  FileFly
<b>StrataWare eReview™</b> <b>eReview™</b> StrataWare eReview	<b>CareControl®</b>  CareControl
 <b>StrataWare®</b>  <b>StrataWare®</b> <small>Browser Based Software Solutions for Bill Review</small>  StrataWare	 <b>StrataWare.NET™</b>  StrataWare.NET

StrataCare owns the following Internet domain names: carecontrol.com; caresolutions.net; genrate.com; gensourcecorp.com; mystratacare.com; qalan.com; scaspdc.com; stratacare.com; stratacare.net; stratacare.org, stratadc.com, ebillpro.com, ecompliancepro.com, and emedbillpro.com.

StrataCare has the following material Software:

- StrataWare and all associated modules thereunder
- AIPEKS and all associated modules thereunder
- GenSource
- GenCOMP
- GenPAC
- GenDIS
- GenRISK
- GenIRIS
- GenARS
- GenRATE.NET

ClaimSuite™ software (MedBillPro™ module, including eBillPro® functionality)  
EMBR Documentation, and code

Other Intellectual Property rights:

Various materials, data and trademarks from CorVel Healthcare Corporation provided pursuant to the PPO Access Agreement dated November 1, 2000 between CS STARS LLC (as successor to Corporate Systems, Inc.) and CorVel Healthcare Corporation

National Uniform Billing Committee (Hard Copy UB-04 Manual)

Books, manuals, workers compensation guides, state and jurisdictional materials, industry group materials, and Documentation related to the MedBill Business

Website content and materials related to the MedBill Business

StrataCare has the following trade secrets:

ClaimSuite data model

Schedule 4.(a)(ii)

Intellectual Property Licenses

<b>Software</b>	<b>Legal Name or Parent Entity</b>	<b>Purpose</b>
Ingenix <sup>1</sup>	Ingenix	
Work Loss Data Institute <sup>2</sup>	Work Loss Data Institute	
Avicode, Inc.	Avicode, Inc.	Application Performance Management
Salesforce.com, Inc.	Salesforce.com, Inc.	CRM Software
Load Runner	Hewlett-Packard Company	EDI Engine
Microsoft Licensing, GP	Microsoft Licensing, GP	Email, Operation Systems, Development Software, etc.
Pervasive Software, Inc.	Pervasive Software, Inc.	EDI Software
CheckPoint Firewall	KnowledgeCentrix	Firewall and Security Software
Coral8, Inc.	Coral8, Inc.	CEP Engine for B2B and Application
Micromedex, Inc. <sup>3</sup>	Micromedex, Inc.	
ZIXCorp Email Gateway Security	Zix Corporation	Email Encryption Software
Service-Now.com	Service-now.com	ITIL and IT Service Management Software
VMWare	VMware, Inc.	Virtual Infrastructure Software
F5	F5 Networks, Inc.	Load Balancing Appliances
SolarWinds	SolarWinds, Inc.	Application and Event Monitoring Software

StrataCare does not grant any intellectual property rights to any persons apart from customers who are entitled to use StrataCare's and MedBill's Software per the customer's licensing contract and apart from those granted in the following agreements:

- MedBillPro License and Services Agreement between CS STARS LLC and StrataCare, LLC, dated April 7, 2010
- ClaimSuite License between CS STARS LLC and StrataCare, LLC, dated April 7, 2010

<sup>1</sup> Ingenix, Inc. -- Agreement between StrataCare, Inc. and Ingenix, Inc. dated March 1, 2001. Amended on March 1, 2005 amended on March 1, 2008.

<sup>2</sup> Work Loss Data Institute -- Agreement between StrataCare, Inc. and Work Loss Data Institute dated January 2, 2008.

<sup>3</sup> Micromedex, Inc. -- Agreement between StrataCare, Inc. and Micromedex, Inc. dated June 15, 2001.

<sup>4</sup> There are no contracts for software arrangements marked as "Shrink-Wrap." These are just vendor relationships where parties invoice and pay on normal trade terms.

MedBill Licenses:

CS Knowledge License between CS STARS LLC and StrataCare, LLC, dated April 7, 2010

Pacific Systems Group Software License Agreement effective January 17, 2008 between Pacific Systems Group, LLC and CS STARS LLC

License Agreement for Proprietary Software Products and Maintenance dated March 31, 1994 between Compuware Corporation and CS STARS LLC (as successor to Corporate Systems, Inc.)

Software Program Product License Agreement effective March 15, 1991 between Software Engineering of America, Inc. and CS STARS LLC (as successor to Corporate Systems, Inc.)

Innovation Data Processing License Agreement dated March 3, 2004 between Innovation Data Processing, Inc. and CS STARS LLC (as successor to Corporate Systems, Inc.)

Phoenix Software International Term License and Limited Warranty dated as of October 31, 2007 between Phoenix Software International, Inc. and CS STARS LLC

HFD Technologies Customer Order Form dated January 1, 2010

Software License Agreement dated March 2, 1995 between DTS Software, Inc. (as successor to Mitchem Technologies, Inc.) CS STARS LLC (as successor to Corporate Systems, Inc.)

Addendum to Software License Agreement dated July 23, 2002 between DTS Software, Inc. and CS STARS LLC (as successor to Corporate Systems, Inc.)

Oracle Service Contract No. SKY-3100103 (Documerge) dated as of October 19, 2009 between Oracle USA, Inc. and CS STARS LLC (Oracle License and Services Agreement)

American Medical Association (AMA) End User Agreement (Part of Data License Agreement dated as of December 30, 2005 between Ingenix, Inc. and CS STARS LLC, as amended).

First DataBank Standard License Agreement dated as of May 15, 2000 between First DataBank, Inc. and CS STARS LLC (as successor to Corporate Systems, Inc.), as amended.

Data License Agreement dated as of December 30, 2005 between Ingenix, Inc. and CS STARS LLC, as amended, and the MDR Payment System Product Schedule dated as of December 31, 2005

Information Products, Inc. License Agreement dated as of November 12, 1998 between MedAssets, Inc. (as successor in interest to Information Resource Products, Inc. and Accuro Healthcare) and CS STARS LLC.

McKesson Health Solutions Master Agreement and Order Form effective as of January 31, 2009 between McKesson Health Solutions LLC and CS STARS LLC

Wolters Kluwer Health, Inc. Standard License Agreement effective February 1, 2008 between Wolters Kluwer Health, Inc. (as successor to First DataBank, Inc.) and CS STARS LLC, as amended.

MICROMEDEX Customer License Agreement effective December 1, 2006 between Thomson Reuters Corporation and CS STARS LLC

PPO Access Agreement dated November 1, 2000 between CS STARS LLC (as successor to Corporate Systems, Inc.) and CorVel Healthcare Corporation

Xerox (Elixir Software) End User License Agreement

Schedule 4.(b)(i)

None.



Schedule 4.(b)(ii)

1. Agreement between StrataCare, Inc. and CompManagement, Inc. dated as October 4, 2005, as amended by Amendment E (not dated), further amended and assigned to Sedgwick Claims Management Services on January 1, 2007, further amended by Pricing Amendment #1 effective January 1, 2007 and further amended on January 1, 2008.
2. Agreement between StrataCare, Inc. and EIMAR LLC, dated July 1, 2008, as amended and assigned to Majestic Insurance Company on August 28, 2008 and further amended on October 3, 2008.
3. Agreement between StrataCare, Inc. and BC Life and Health Insurance Company, dated December 1, 2003.
4. Software License Agreement between GenSource Corporation and Insurance Company of the West, effective June 17, 1999.
5. Software License Agreement between StrataCare, Inc. and Sierra Nevada Administrators, Inc./Sierra Health Care Options, dated June 5, 2006.
6. Agreement between StrataCare, Inc. and Wal-Mart Stores, Inc., dated January 1, 2007.
7. The various Care Solutions service contracts may be construed to obligate the Company to indemnify the service clients for any patent infringement, or other Intellectual Property-based claims because the contracts contain language stating that the Company "shall defend, indemnify, and hold harmless [client] against any claims, actions, demand . . . arising out of or resulting from any act, omission, fault or negligence . . ." without specifically mentioning Intellectual Property infringement.
8. The terms and conditions of the Company's standard software license agreements contain a general provision for indemnification without specifically mentioning Intellectual Property infringement, as follows:

"Subject to the terms and conditions of this Agreement, each party shall indemnify and hold harmless the other and its officers, directors, employees, successors and assigns from claims, damages, liabilities, losses, government procedures, costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of any claims, right, title, loss, damage or expense whatsoever in connection with the indemnifying party's breach of any provision of this Agreement."
9. The customer agreements relating to the ClaimsSuite software contain a general provision for indemnification that states, in the same or substantially similar form, that the Company agrees to indemnify the customer "for infringement of any U.S. patent or copyright arising from Client's use in accordance with this Agreement of the Licensed Software."
10. ClaimSuite License between CS STARS LLC and StrataCare, LLC, dated April 7, 2010
11. MedBillPro License and Services Agreement between CS STARS LLC and StrataCare, LLC, dated April 7, 2010

12. Transition Services Agreement between CS STARS LLC and StrataCare, LLC, dated April 7, 2010
13. CS-MCM MANAGEMENT SYSTEM AGREEMENT FOR COMPUTER SERVICES dated February 19, 1993, as amended by the Amendment And Extension Agreement Number 6 to CS-MCM Management System Agreement for Computer Services dated July 31, 2007; Amendment Agreement Number 5 dated August 25, 2005; Amendment and Extension Agreement Number 4 dated January 1, 2004; Amendment Agreement Number 3 dated January 1, 2001; Amendment and Extension Agreement Number 2 dated January 1, 2001; Amendment and Extension Agreement dated July 1, 1996 and Amendment and Extension Agreement dated February 1, 1994
14. Master Services Agreement on June 25, 2004, as amended, by the Agreement dated September 15, 2004 between Hartford Fire Insurance Company and Corporate Systems, Inc., (ii) Statement of Work No. 2, with an effective date of February 1, 2005, (iii) the Amendment to MedBillPro Agreements, dated June 6, 2006 between Hartford Fire Insurance Company and CS STARS, as successor in interest to Corporate Systems, Inc., and (iv) the Settlement and Release Agreement, dated October 26, 2009 between CS STARS LLC and Hartford Fire Insurance Company
15. Software License and Services Agreement between CS STARS LLC and Med-Eval, Inc. dated April 1, 2009
16. Oracle Service Contract No. SKY-3100103 (Documerge) dated as of October 19, 2009 between Oracle USA, Inc. and CS STARS LLC (Oracle License and Services Agreement)
17. American Medical Association (AMA) End User Agreement (Part of Data License Agreement dated as of December 30, 2005 between Ingenix, Inc. and CS STARS LLC, as amended).
18. Data License Agreement dated as of December 30, 2005 between Ingenix, Inc. and CS STARS LLC, as amended, and the MDR Payment System Product Schedule dated as of December 31, 2005
19. McKesson Health Solutions Master Agreement and Order Form effective as of January 31, 2009 between McKesson Health Solutions LLC and CS STARS LLC
20. MICROMEDEX Customer License Agreement effective December 1, 2006 between Thomson Reuters Corporation and CS STARS LLC

Schedule 4.(d)

1. The Company has escrow accounts for the following clients:

City of Albuquerque  
Blue Cross Blue Shield Association  
Grocers and Merchants Insurance Services, Inc.  
Michigan Construction Industry Mutual Insurance Company  
JI Specialty Services, Inc.  
State of Minnesota  
Pathmark Stores, Inc.  
Ryder Systems, Inc.  
County of Los Angeles  
VML Insurance Programs  
Michigan Industry Self Insurers Fund

The escrow agent for all escrow accounts with the above-referenced clients is Wells Fargo. The escrow package consists of a CD containing the client-side software and the encryption codes to unlock the source code on the database servers. An updated package is sent to the escrow agent after each upgrade.

2. P&C Insurance Systems, Inc., the Company's software development partner on AIPEKS, has access to its source code and is subject to the confidentiality restrictions set forth in the Master Development Agreement dated September 6, 2006.

3. StrataCare has an escrow agreement for its MedBillPro Software with DSI Technology Escrow Services, Inc. for the benefit of The Hartford Fire Insurance Company, acting on behalf of itself and its subsidiaries, pursuant to that certain Agreement, Master Number 0801098, dated December 19, 2000, as amended January 10, 2001

Schedule 4.(e)

Written license agreements

None.

Schedule 4.(g)

Software comprising principal business products excluding the AIPEKS Software

StrataWare and all associated modules thereunder

GenSource

GenCOMP

GenPAC

GenDIS

GenRISK

GenIRIS

GenARS

GenRATE.NET

ClaimSuite™ software (MedBillPro™ module, including eBillPro® functionality)

EMBR Documentation, and code

Schedule 4.(h)

Guarantor Intellectual Property containing or distributed with Publicly Available Software

None.