

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advantagedge Healthcare Solutions, Inc.		05/18/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	m/c 7512, Attn: National Documentation Service
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3236904	BILLING. COMPLIANCE. SMARTS
Registration Number:	3550093	AHS
Registration Number:	3550083	BILLING. TECHNOLOGY. RESULTS.
Serial Number:	77078169	THE BUSINESS SIDE OF MEDICINE
Serial Number:	77131151	PROFESSIONAL BILLING & MANAGEMENT SERVICES
Serial Number:	77102976	EXPERTS IN THE BUSINESS OF MEDICINE
Serial Number:	77102952	EXPERTS IN THE BUSINESS SIDE OF MEDICINE
Serial Number:	77078156	CURING THE BUSINESS SIDE OF MEDICINE

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 301-638-0511
 Email: ipresearchplus@comcast.net

900163832

**TRADEMARK
 REEL: 004218 FRAME: 0687**

OP \$215.00 3236904

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	35773
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/04/2010

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is entered into as of May 18, 2010 by and between COMERICA BANK ("Bank") and Advantedge Healthcare Solutions, Inc., a New York corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor, Advantedge Healthcare Holdings, Inc., Advantedge Healthcare Solutions, Inc., AHP Billing Services, Inc., AHS Services, Inc., Advantedge Healthcare Solutions S.I., Inc., Medical Account Services, Inc., and Physicians' Service Center, Inc. (each a "Borrower" and collectively, the "Borrower") dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

I. Grant of Security Interest.

A. To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

B. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

II. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

III. Warranties. Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

c/o Advantedge Healthcare Solutions, Inc.
30 Technology Drive, Suite 1 North
Warren, New Jersey 07059
Attn: Chief Financial Officer and
Administrative Officer

GRANTOR:

ADVANTEDGE HEALTHCARE SOLUTIONS, INC.

By: 

Name: Michael Montemarano
Title: Secretary and Treasurer

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank
m/c 7512
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

By: _____

Title: _____

III. Warranties. Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

c/o Advantedge Healthcare Solutions, Inc.
30 Technology Drive, Suite 1 North
Warren, New Jersey 07059
Attn: Chief Financial Officer and
Administrative Officer

ADVANTEDGE HEALTHCARE SOLUTIONS, INC.

By: _____
Name: Michael Montemarano
Title: Secretary and Treasurer

BANK:

Address of Bank:

Comerica Bank
m/c 7512
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

COMERICA BANK

By: Jed A. McInnis
Title: SVP

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial No.</u>	<u>Registration Number</u>	<u>Registration Date</u>
1. BILLING. COMPLIANCE. SMARTS	78909194	3236904	May 1, 2007
2. THE BUSINESS SIDE OF MEDICINE	77078169	n/a	January 8, 2007
3. PROFESSIONAL BILLING & MANAGEMENT SERVICES	77131151	n/a	March 14, 2007
4. EXPERTS IN THE BUSINESS OF MEDICINE	77102976	n/a	February 8, 2007
5. EXPERTS IN THE BUSINESS SIDE OF MEDICINE	77102952	n/a	February 8, 2007
6. CURING THE BUSINESS SIDE OF MEDICINE	77078156	n/a	January 8, 2007
7. ahs (stylized and/or with design)	77470843	3550093	December 23, 2008
8. BILLING, TECHNOLOGY, RESULTS	77470748	3550083	December 23, 2008