

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Global Healthcare Exchange, LLC		07/01/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3462749	GHX
Registration Number:	3706460	G-FAX
Registration Number:	3659021	GHX MISHARE
Registration Number:	3383645	GLOBAL HEALTH CARE EXCHANGE
Registration Number:	3002196	HEALTHNEXIS
Registration Number:	3681736	ONDEMAND AP
Registration Number:	2852687	ALLSOURCE
Serial Number:	77689184	GHX HEALTH CONNEXION
Registration Number:	2850295	GHX
Serial Number:	77934296	NUVIA

**CORRESPONDENCE DATA**

Fax Number: (404)541-3160

**900166073**

**TRADEMARK  
 REEL: 004235 FRAME: 0551**

**OP \$265.00 3462749**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: mcogburn@kilpatrickstockton.com  
Correspondent Name: Preston Hurrell, Kilpatrick Stockton LLP  
Address Line 1: 1100 Peachtree Street, NE  
Address Line 2: Suite 2800  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	G3560-390689
NAME OF SUBMITTER:	Margaret A. Cogburn
Signature:	/Margaret A. Cogburn/
Date:	07/01/2010

Total Attachments: 9  
source=GE\_GHX - Trademark Security Agmt (GHX LLC)#page1.tif  
source=GE\_GHX - Trademark Security Agmt (GHX LLC)#page2.tif  
source=GE\_GHX - Trademark Security Agmt (GHX LLC)#page3.tif  
source=GE\_GHX - Trademark Security Agmt (GHX LLC)#page4.tif  
source=GE\_GHX - Trademark Security Agmt (GHX LLC)#page5.tif  
source=GE\_GHX - Trademark Security Agmt (GHX LLC)#page6.tif  
source=GE\_GHX - Trademark Security Agmt (GHX LLC)#page7.tif  
source=GE\_GHX - Trademark Security Agmt (GHX LLC)#page8.tif  
source=GE\_GHX - Trademark Security Agmt (GHX LLC)#page9.tif

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 1, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

**WITNESSETH:**

**WHEREAS**, pursuant to the Credit Agreement, dated as of July 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

**WHEREAS**, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**GLOBAL HEALTHCARE EXCHANGE, LLC,**  
as Grantor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Administrative Agent

By:  \_\_\_\_\_

Name: Brent Shepherd

Title: Duly Authorized Signatory

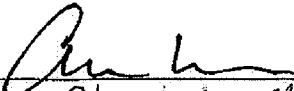
TRADEMARK SECURITY AGREEMENT  
GLOBAL HEALTHCARE EXCHANGE, LLC  
SIGNATURE PAGE

**TRADEMARK**  
**REEL: 004235 FRAME: 0555**

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

Very truly yours,

GLOBAL HEALTHCARE EXCHANGE, LLC,  
as Grantor

By:   
Name: Christopher M. McManus  
Title: Vice President

ACKNOWLEDGED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Brent Shepherd  
Title: Duly Authorized Signatory

TRADEMARK SECURITY AGREEMENT  
GLOBAL HEALTHCARE EXCHANGE, LLC  
SIGNATURE PAGE

TRADEMARK  
REEL: 004235 FRAME: 0556

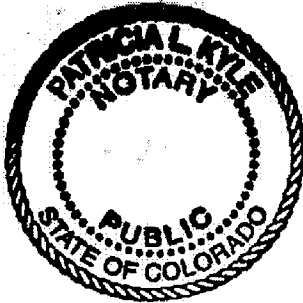
ACKNOWLEDGMENT OF GRANTOR

STATE OF Colorado )  
COUNTY OF Boulder ) ss.

On this 1<sup>st</sup> day of July, 2010 before me personally appeared Christopher McManis proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Global Healthcare Exchange, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Patricia L. Kyle

Notary Public



My Commission Expires 09/25/2013

TRADEMARK SECURITY AGREEMENT  
GLOBAL HEALTHCARE EXCHANGE, LLC  
SIGNATURE PAGE

TRADEMARK  
REEL: 004235 FRAME: 0557

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

**A. REGISTERED TRADEMARKS**

<b>Owner</b>	<b>Mark</b>	<b>Jurisdiction/ Country</b>	<b>App. /Reg. No.</b>	<b>Filing/ Reg. Date</b>	<b>Comments/Status/ Licenses</b>
Global Healthcare Exchange, LLC	ALLSOURCE	European Community Trademark	3,178,662  3,178,662	5/21/03  3/17/05	Renewal due 5/21/13  Licensed to Global Healthcare Exchange, Inc.
Global Healthcare Exchange, LLC	<b>GHX</b>	US	76/130,042  3,462,749	9/18/2000  7/8/2008	Sections 8 & 15 due 7/8/14  Licensed to Global Healthcare Exchange, Inc.
Global Healthcare Exchange, LLC	G-FAX	US	77/525,014  3,706,460	07/17/2008  11/3/2009	Section 8 & 15 due 11/02/15  Licensed to Global Healthcare Exchange, Inc.
Global Healthcare Exchange, LLC	GHX	European Community Trademark	2,141,588  2,141,588	3/15/01  12/2/02	Renewal due 3/15/11  Licensed to Global Healthcare Exchange, Inc.



Global Healthcare Exchange, LLC	GHX MISHARE	US	77/444,772 3,659,021	4/10/2008 7/21/09	Registered; §§ 8 & 15 affidavits due 7/21/15 Licensed to Global Healthcare Exchange, Inc.
Global Healthcare Exchange, LLC	GLOBAL HEALTHCARE EXCHANGE	US	76/076,485 3,383,645	6/23/00 2/19/08	§§ 8 & 15 affidavits due 2/19/14 Licensed to Global Healthcare Exchange, Inc.
Global Healthcare Exchange, LLC	HEALTHNEXIS	US	76/200,391 3,002,196	1/26/2001 9/27/2005	Sections 8 & 15 due 9/27/11 Licensed to Global Healthcare Exchange, Inc.
Global Healthcare Exchange, LLC	MARKET4CARE & Design	Benelux	684137	3/23/01	Renewal due 3/23/11 (to be abandoned) Licensed to Global Healthcare Exchange, Inc.
Global Healthcare Exchange, LLC	ONDEMAND AP	US	77/604,808 3,681,736	10/31/2008 9/8/09	Registered on the Supplemental Reg; §8 affidavit due by 9/8/15; consider filing use based application on the Principal Register after 5 years' use Licensed to Global Healthcare Exchange, Inc.

B. TRADEMARK APPLICATIONS

Owner	Mark	Jurisdiction/ Country	App. /Reg. No.	Filing/ Reg. Date	Comments/Status/ Licenses
Global Healthcare Exchange, LLC	ALLSOURCE	US	76/471,428  2,852,687	11/21/2002  6/15/2004	Combined Declaration of Use and Incontestability Under Sections 8 and 15 was filed electronically with the U.S. Patent and Trademark Office on June 14, 2010
Global Healthcare Exchange	<b>GHX</b> Health Connection	US	77/689,184	03/12/2009	Received Notice of Allowance with an Issue Date of May 4, 2010. Expect to file a Statement of Use prior to the deadline of November 4, 2010  Licensed to Global Healthcare Exchange, Inc.
Global Healthcare Exchange, LLC	<b>GHX</b>	US	76/471,430  2,850,295	11/21/2002  6/8/2004	Combined Declaration of Use and Incontestability Under Sections 8 and 15 accepted by U.S. Patent and Trademark Office on June 23, 2010  Licensed to Global Healthcare Exchange, Inc.

Global Healthcare Exchange, LLC	NUVIA	US	77/934,296	2/12/2010	USPTO sent notice of publication under Section 12 on June 30, 2010. Publication date is scheduled for July 20, 2010.  Licensed to Global Healthcare Exchange, Inc.
---------------------------------	-------	----	------------	-----------	--