

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
Certify Data Systems, Inc.		08/17/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	United Insurance Company of America		
Street Address:	One East Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77650373	HEALTHDOCK	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-3000		
Email:	kellie.weilbrenner@skadden.com		
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Rebecca Silberberg		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	019950/28		
NAME OF SUBMITTER:	Rebecca Silberberg		
Signature:	/Rebecca Silberberg/		
Date:	08/18/2010		

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Total Attachments: 6

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 17, 2010, is among CERTIFY DATA SYSTEMS, INC., a Delaware corporation, located at 560 S. Winchester Boulevard, Suite 500, San Jose, CA, 95128 and the Subsidiaries of the Company (each individually "Grantor" and collectively "Grantors") and UNITED INSURANCE COMPANY OF AMERICA, incorporated under the laws of the state of Illinois and located at One East Wacker Drive, Chicago, Illinois 60601, acting in its capacity as Collateral Agent ("Collateral Agent").

RECITALS:

WHEREAS, pursuant to the Note Purchase Agreement dated as of August 17, 2010 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among Certify Data Systems, Inc. (the "Company"), the Holders party thereto from time to time and the Collateral Agent, the Holders have agreed to purchase the Notes issued by the Company subject to the terms and conditions set forth in the Note Purchase Agreement;

WHEREAS, the purchase by the Holders of such Notes were conditioned upon, among other things, the execution and delivery of that certain Guaranty and Collateral Agreement dated as of August 17 2010, among the Company, the Subsidiaries of the Company from time to time party thereto and the Collateral Agent, as collateral agent for the Holders and the other Secured Creditors party to the Note Purchase Agreement (the "Guaranty and Collateral Agreement");

WHEREAS, the Guarantors are affiliates of the Company, and will derive substantial benefits from the extension of credit to the Company pursuant to the Note Purchase Agreement and agreed to execute and deliver the Guaranty and Collateral Agreement in order to induce the Holders to purchase the Notes;

WHEREAS, each Grantor is party to the Guaranty and Collateral Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

ACCORDINGLY, each Grantor hereto agree as follows:

Section 1. Defined Terms

Except as provided in the immediately succeeding sentence, capitalized terms used in this Agreement and not otherwise defined in this Agreement have the meanings specified in the Note Purchase Agreement or the Guaranty and Collateral Agreement, as applicable.

Section 2. Grant of Security Interest in Trademarks

As security for the payment or performance, as applicable, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for

the ratable benefit of the Secured Creditors, a security interest in, all of such Grantor's right, title and interest in, to and under the following (in each case owned by it on the Closing Date or at any time thereafter acquired) (collectively, the "Trademark Collateral"):

(a) all trademarks and service marks and all goodwill connected with the use thereof and symbolized thereby, including all right, title and interest in and to any trademarks, service marks and trade names now held or hereafter acquired by any Grantor including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by any Grantor, which are registered or filed in the United States Patent and Trademark Office or the equivalent thereof in any state of the United States or any equivalent foreign office or agency, as well as any unregistered trademarks and service marks used by any Grantor and any trade dress including logos, designs, fictitious business names and other business identifiers or indicia of origin used by such Grantor, and including the trademarks and trademark applications listed on Schedule A annexed hereto (collectively, "Trademarks");

(b) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement (collectively, "Trademark Licenses"); and

(c) all Proceeds and products of the Trademarks and Trademark Licenses.

Notwithstanding the foregoing, the Trademark Collateral shall not include any lease, license, contract, property right or agreement (or any of its rights or interests thereunder) if and to the extent that the grant of the security interest shall, after giving effect to Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC (or any successor provision or provisions) or any other applicable law, constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein.

Section 3. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.

Section 4. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND SECURED OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.


Section 5. Counterparts

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Grantor and the Collateral Agent. Delivery of an executed counterpart hereof by facsimile or electronic transmission shall be as effective as delivery of any original executed counterpart hereof.

[Signature Page Follows]

In witness whereof, the Grantor hereto has duly executed this TRADEMARK SECURITY AGREEMENT as of the day and year first above written.

CERTIFY DATA SYSTEMS, INC.

By: 
Name: Marc Willard
Title: President & CEO

Accepted and Agreed
as of the date first above written:

UNITED INSURANCE COMPANY OF AMERICA,
as Collateral Agent

By: _____
Name:
Title:

Accepted and Agreed
as of the date first above written:

UNITED INSURANCE COMPANY OF AMERICA,
as Collateral Agent

By: 

NH Name: John M. Boschelli
Title: Assistant Treasurer

[Trademark Security Agreement]

SCHEDULE A

Applications for Registration (Application Number/Jurisdiction)

Country	Trademark	Reg. No. (App. Date)	Reg. Date (Filing Date)	Record Owner
USA	"HealthDock"	77650373	01/15/2009	Certify Data Systems, Inc.