

# 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
MedSynergies, Inc.		11/14/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	75 E. Trimble Road		
Internal Address:	M/C 4770		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	a Texas banking association, formerly a Michigan banking corporation): TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77915519	YOUR MISSION. YOUR PARTNER.	
Serial Number:	77915511	YOUR MISSION. YOUR PARTNER.	
Serial Number:	77908794	MEDSYNERGIES	
Serial Number:	77908732	MEDSYNERGIES	
Serial Number:	77233983	SELF-PAY COLLECTION RATES 97% OR MORE 1ST PASS PAYMENT RATES 90% OR MORE PRE-BILL ACCEPTANCE RATES 96% OR MORE RECONCILED VISITS 99.5% OR MORE DOS:DOCE 2 DAYS OR LESS THOMAS' HIERARCHY OF NEEDS	
CORRESPONDENCE DATA			
Fax Number:	(734)930-2494		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	734-761-3780		
Email:	asujek@bodmanllp.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman LLP		

OP \$140.00 77915519

900177636

TRADEMARK  
 REEL: 004416 FRAME: 0502

Address Line 1: 201 South Division, Ste. 400  
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Angela Alvarez Sujek

Signature: /Angela Alvarez Sujek/

Date: 11/17/2010

**Total Attachments: 5**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT (MedSynergies)**

This Intellectual Property Security Agreement is entered into as of November 14, 2007 by and between COMERICA BANK ("Bank") and MEDSYNERGIES, INC., a Delaware corporation ("Grantor").

### **RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor and/or Practice Performance, Inc. ("Practice") in the amounts and manner set forth in that certain Loan and Security Agreement among Bank, Grantor and Practice dated of even date herewith (as the same may be amended, modified, replaced 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, and/or Practice 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 and Practice 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 and/or Practice's obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and/or Practice and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its and/or Practice's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor and/or Practice, 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 Exhibits 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.

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 Intellectual Property Security 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.

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:

1255 Corporate Drive, 3rd Floor  
Irving, TX 75038

Attn: CFO

MEDSYNERGIES, INC.

By: 

Title: SVP

Address of Bank:

Comerica Bank  
m/c 4770  
75 E. Trimble Road  
San Jose, CA 95131  
Attn: Manager  
Fax: (408) 556-5091

BANK:

COMERICA BANK

By: 

Title: AVP

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B**

**Patents**

None.

**EXHIBIT C****Trademarks**

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
HRBENEFITSRX	78/326794	11/12/2003	2,932,922	3/15/2005
GROUPACCESSRX	78/326819	11/12/2003	2,945,979	5/3/2005
REFERRALRX	78/152196	8/8/2002	2,874,248	8/17/2004
INCOMERX	78/151848	8/7/2002	2,802,297	1/6/2004
CODERX	78/151223	8/6/2002	2,732,216	7/1/2003
RESPONSERX	78/140421	7/1/2002	2,753,048	8/19/2003
ADJUSTMENTRX	78/139938	6/28/2002	2,773,599	10/14/2003
DENIALRX	78/139812	6/28/2002	2,884,052	9/14/2004
PAYERRX	78/139615	6/27/2002	2,709,530	4/22/2003
CREDENTIALSRX	78/129002	5/15/2002	3,014,787	11/15/2005
MEDSYNERGIES	75/091555	4/19/1996	2,133,769	2/3/1998
YOUR MISSION. YOUR PARTNER.	77/915519	1/20/10	n/a	n/a
YOUR MISSION. YOUR PARTNER.	77/915511	1/20/10	n/a	n/a
MEDSYNERGIES (and Design)	77/908794	1/11/10	n/a	n/a
MEDSYNERGIES (and Design)	77/908732	1/11/10	n/a	n/a
SELF-PAY COLLECTION RATES 97% OR MORE 1ST PASS PAYMENT RATES 90% OR MORE PRE-BILL ACCEPTANCE RATES 96% OR MORE RECONCILED VISITS 99.5% OR MORE DOS:DOCE 2 DAYS OR LESS THOMAS' HIERARCHY OF NEEDS (and Design)	77/233983	7/19/2007	3,460,809	7/8/2008