

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sunquest Information Systems, Inc.		12/16/2010	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1664819	FLEXILAB
Registration Number:	3201408	OUTREACH ADVANTAGE
Registration Number:	3201404	OUTREACH ADVANTAGE
Registration Number:	3657176	SUNQUEST
Registration Number:	3657177	SUNQUEST
Registration Number:	2411807	SUNQUEST INFORMATION SYSTEMS
Registration Number:	3657178	SUNQUEST INFORMATION SYSTEMS
Registration Number:	3772820	RIGHT PATIENT RIGHT TEST RIGHT TIME RIGHT INDICATORS RIGHT DIAGNOSIS
Registration Number:	3770818	SUNQUEST
Registration Number:	3764776	THE FIVE RIGHTS OF LABORATORY TESTING

CORRESPONDENCE DATA**Fax Number:** (917)777-5107**900179112****TRADEMARK
REEL: 004435 FRAME: 0840**

CH \$265.00 1664819

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

Phone: (212) 735-3982
Email: Faith.Robinson@skadden.com
Correspondent Name: Alvaro Arce
Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 2: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	131650/5
NAME OF SUBMITTER:	Alvaro Arce
Signature:	/alvaro arce/
Date:	12/17/2010

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 16, 2010, by and between Sunquest Information Systems, Inc. located at 250 S. Williams Blvd, Tucson, AZ 85711 (the "Pledgor"), in favor of JEFFERIES FINANCE LLC located at 520 Madison Avenue, New York, NY 10022 in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement (Second Lien) of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor, of which registered Trademarks and Trademark applications, as of the date hereof are listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in

recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO JEFFERIES FINANCE LLC (“JEFFERIES”), AS COLLATERAL AGENT, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY JEFFERIES IN ITS CAPACITY AS COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER [___], 2010 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG SUNQUEST INFORMATION SYSTEMS, INC., THE OTHER GRANTORS PARTY THERETO AND JEFFERIES, AS FIRST LIEN AGENT AND SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor 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,

SUNQUEST INFORMATION SYSTEMS,
INC.,

as Pledgor

By: 
Name: Kathryn A. Jehle
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:



Name: **E.J. Hess**

Title: **Managing Director**

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004435 FRAME: 0845

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	Reg. No.	Record Owner
FLEXILAB	1664819	Misys Hospital Systems, Inc.
OUTREACH ADVANTAGE	3201408	Sunquest Information Systems, Inc.
OUTREACH ADVANTAGE	3201404	Sunquest Information Systems, Inc.
SUNQUEST	3,657,176	Sunquest Information Systems, Inc.
SUNQUEST	3657177	Sunquest Information Systems, Inc.
SUNQUEST INFORMATION SYSTEMS	2,411,807	Sunquest Information Systems, Inc.
SUNQUEST INFORMATION SYSTEMS	3657178	Sunquest Information Systems, Inc.
RIGHT PATIENT RIGHT TEST RIGHT TIME RIGHT INDICATORS RIGHT DIAGNOSIS	3772820	Sunquest Information Systems, Inc.
SUNQUEST	3770818	Sunquest Information Systems, Inc.
THE FIVE RIGHTS OF LABORATORY TESTING	3764776	Sunquest Information Systems, Inc.

Trademark Applications:

None.