

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
AdvantEdge Healthcare Solutions, Inc.		12/30/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	ORIX Venture Finance LLC		
Street Address:	245 Park Avenue, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167-0001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3236904	BILLING. COMPLIANCE. SMARTS	
Registration Number:	3550093	AHS	
Registration Number:	3550083	BILLING. TECHNOLOGY. RESULTS.	
CORRESPONDENCE DATA			
Fax Number:	(202)842-7899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2028427800		
Email:	charpentier@cooley.com, mobleysg@cooley.com		
Correspondent Name:	Charles Charpentier		
Address Line 1:	777 6th St., N.W., Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	307038-114		
NAME OF SUBMITTER:	Susan Mobley		

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TRADEMARK
REEL: 004453 FRAME: 0067

Signature:	/Susan Mobley/
Date:	01/14/2011
Total Attachments: 6 source=ORIX - Intellectual Property Secuirty Agt Jan 2011#page1.tif source=ORIX - Intellectual Property Secuirty Agt Jan 2011#page2.tif source=ORIX - Intellectual Property Secuirty Agt Jan 2011#page3.tif source=ORIX - Intellectual Property Secuirty Agt Jan 2011#page4.tif source=ORIX - Intellectual Property Secuirty Agt Jan 2011#page5.tif source=ORIX - Intellectual Property Secuirty Agt Jan 2011#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*Agreement*") is entered into as of December 30, 2010 by and among **ORIX Venture Finance LLC** ("*ORIX*") and **Advantage Healthcare Holdings, Inc.**, a Delaware corporation, **Advantage Healthcare Solutions, Inc.**, a Delaware corporation, **Advantage Healthcare Solutions, Inc.**, a New York corporation, **Physicians' Service Center, Inc.**, an Illinois corporation, **AHP Billing Services, Inc.**, a Delaware corporation, **Medical Account Services, Inc.**, an Ohio corporation, **Advantage Healthcare Solutions S.I., Inc.**, a Delaware corporation, and **AHS Services, Inc.**, a Delaware corporation, (collectively, "*Grantor*"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement dated of even date herewith (as amended from time to time, the "*Loan Agreement*"). (Capitalized terms used herein and not otherwise defined have the respective meanings assigned to such terms in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including, without limitation, the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "*Obligations*" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, (iv) all rights to recover for past or future infringement of any of the foregoing, (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable, proceeds and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing ORIX with at least fifteen (15) days prior written notice thereof, (ii) providing ORIX with a copy of the application for any such registration

and (iii) executing and filing such other instruments, and taking such further actions as ORIX may reasonably request from time to time to perfect or continue the perfection of ORIX's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or any supplement hereto in form acceptable to ORIX identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of ORIX.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. Notwithstanding the foregoing, Grantor agrees that ORIX may, from time to time, update the Schedules to this Agreement pursuant to notice by Grantor of any additions or deletions thereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

Address of Grantor:

Advantage Healthcare Holdings, Inc.

30 Technology Drive
Warren, NJ 07059

By: _____

Michael Montemarano,
Chief Financial Officer and Secretary

Advantage Healthcare Solutions, Inc., a
Delaware corporation

By: _____

Michael Montemarano,
Treasurer and Secretary

Address of Grantor:

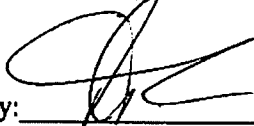
30 Technology Drive
Warren, NJ 07059

Advantage Healthcare Holdings, Inc.

By: 

Michael Montemarano,
Chief Financial Officer and Secretary

Advantage Healthcare Solutions, Inc., a
Delaware corporation

By: 


Michael Montemarano,
Treasurer and Secretary

Advantage Healthcare Solutions, Inc., a New
York corporation

By: 

Michael Montemarano,
Treasurer and Secretary

Physicians' Service Center, Inc.

By: 

Michael Montemarano,
Chief Financial Officer, Treasurer and
Secretary

AHP Billing Services, Inc.



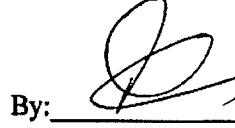
By: _____
Michael Montemarano,
Chief Financial Officer and Secretary

Medical Account Services, Inc.



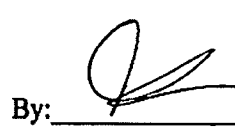
By: _____
Michael Montemarano,
Treasurer and Secretary

Advantagedge Healthcare Solutions S.I., Inc.



By: _____
Michael Montemarano,
Treasurer and Secretary

AHS Services, Inc.



By: _____
Michael Montemarano,
Treasurer and Secretary

Address of ORIX:

245 Park Avenue
19th Floor
New York, NY 10167-0001

ORIX Venture Finance LLC

By: _____
Name: Kevin P. Sheehan
Title: President and CEO

Signature Page to
Intellectual Property Security Agreement

Advantage Healthcare Solutions S.I., Inc.

By: _____
Michael Montemarano,
Treasurer and Secretary


AHS Services, Inc.

By: _____
Michael Montemarano,
Treasurer and Secretary

Address of ORIX:

245 Park Avenue
19th Floor
New York, NY 10167-0001

ORIX Venture Finance LLC

By: 
Name: Kevin P. Sheehan
Title: President and CEO

SCHEDULE A

Trademarks

Advantage Healthcare Solutions, Inc., a New York corporation:

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