TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MedImpact Healthcare Systems, Inc.		02/08/2011	CORPORATION: CALIFORNIA
MedGenerations, LLC		02/08/2011	LIMITED LIABILITY COMPANY: DELAWARE
MedImpact International, LLC		02/08/2011	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 79

Property Type	Number	Word Mark
Registration Number:	3025320	AMERICA'S PHARMACY POWERED BY MEDIMPACT
Registration Number:	3019239	AMERICA'S PHARMACY
Registration Number:	3138489	C CLINICALPIPELINE
Registration Number:	3186143	CHOICE90RX
Registration Number:	3186144	CHOICE90RX
Registration Number:	3186145	CHOICE90RX
Registration Number:	3841340	CHOICEMAIL
Registration Number:	3302563	CHOICEMAIL
Registration Number:	3227530	CHOICESPECIALTY
Registration Number:	2257248	CLINICAL TABLET
Registration Number:	3182080	FIXED FEE PROGRAM

CH $1990.00 3025320

Registration Number:	2998723	MEDACCESS
Registration Number:	3841342	MEDADJUST
Registration Number:	3662795	MEDADJUST
Registration Number:	3157180	MEDCARE USA POWERED BY MEDIMPACT
Registration Number:	3053235	MEDCARE USA
Registration Number:	2275977	MEDCARE
Registration Number:	2403200	MEDDIRECT
Registration Number:	2310831	MEDDIVIDEND
Registration Number:	3355624	MEDEMPOWER
Registration Number:	3841407	MEDFOCUS
Registration Number:	2277863	MEDFOCUS
Registration Number:	2411133	MEDFORECASTER
Registration Number:	3340735	MEDFORECASTER
Registration Number:	3376382	MEDFORECASTER
Registration Number:	3302562	MEDGENERICS
Registration Number:	3841429	MEDIMPACT CONNECT
Registration Number:	3338242	MEDIMPACT CONNECT
Registration Number:	3190675	MEDIMPACT DELIVERING · FLEXIBLE · CHOICE
Registration Number:	3190693	MEDIMPACT HEALTHCARE SYSTEMS, INC.
Registration Number:	3756826	MEDIMPACT.COM
Registration Number:	3841357	MEDIMPACT.COM
Registration Number:	3190676	MEDIMPACT
Registration Number:	3190674	MEDIMPACT
Registration Number:	3343853	MEDMANAGER
Registration Number:	3599831	MEDNETWORK
Registration Number:	3841418	MEDOPTIMIZE
Registration Number:	3304261	MEDOPTIMIZE
Registration Number:	3446265	MEDOPTIMIZE
Registration Number:	2524639	MEDOVERVIEW
Registration Number:	3329536	MEDPATTERNS
Registration Number:	2508632	MEDPREFERRED
Registration Number:	3239742	MEDPREFERRED
Registration Number:	3696781	MEDPRESCRIPTION
Registration Number:	3497117	MEDRESPONSE
Registration Number:	3289019	MEDRESULTS

Registration Number:	3389487	MEDSOLUTIONS
Registration Number:	3232533	PERSONALHEALTH RX
Registration Number:	3183049	PILOTRX EMPOWERING PRESCRIPTION CHOICES
Registration Number:	3188998	PILOTRX
Registration Number:	3863298	CLINICAL TABLET
Registration Number:	3859628	MEDCARE USA POWERED BY MEDIMPACT
Registration Number:	3863301	MEDRESPONSE
Registration Number:	3863541	PERSONALHEALTHRX
Registration Number:	3910782	MEDIMPACT
Registration Number:	3910783	MEDIMPACT
Registration Number:	3910774	MEDIMPACT DELIVERING FLEXIBLE CHOICE
Registration Number:	3910771	MEDIMPACT DELIVERING FLEXIBLE CHOICE
Registration Number:	3910755	MEDFORECASTER
Registration Number:	3910747	PILOTRX
Registration Number:	3910744	PILOTRX EMPOWERING PRESCRIPTION CHOICES
Registration Number:	2403199	MEDIMPACT
Serial Number:	77862769	ACCLAIM
Serial Number:	85053006	AMERICA'S PHARMACY
Serial Number:	85052582	AMERICA'S PHARMACY POWERED BY MEDIMPACT
Serial Number:	85052590	CLINICAL PIPELINE
Serial Number:	77883638	MEDDETECT
Serial Number:	85053060	MEDDIRECT
Serial Number:	85052626	MEDEMPOWER
Serial Number:	85052644	MEDFORECASTER
Serial Number:	85052689	MEDMAIL
Serial Number:	77073889	MEDMAIL
Serial Number:	85053074	MEDMANAGER
Serial Number:	77927331	MEDNETWORK
Serial Number:	85052707	MEDOVERVIEW
Serial Number:	85053095	MEDPREFERRED
Serial Number:	77884570	MEDRECONCILIATION
Serial Number:	85190173	MEDPATTERNS
Serial Number:	85190359	PILOTRX

CORRESPONDENCE DATA

Fax Number:	(917)777-4104

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

Phone:	212-735-3000
Email:	robert.wise@skadden.com
Correspondent Name:	Oren Epstein
Address Line 1:	4 Times Square
Address Line 2:	Skadden Arps Slate Meagher & Flom LLP
Address Line 4:	New York, NEW YORK 10036

NAME OF SUBMITTER:	M. Oren Epstein
Signature:	/oe/
Date:	02/10/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of February 8, 2011, is made by MEDIMPACT HEALTHCARE SYSTEMS, Inc., a California corporation, and MEDGENERATIONS, LLC, a Delaware limited liability company, and MEDIMPACT INTERNATIONAL, LLC, a California limited liability company (each herein referred to as a "Grantor" and, together, the "Grantors"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, located at Eleven Madison Avenue, New York, NY 10010, as collateral agent (in such capacity, including any successor thereto, the "Collateral Agent") for the Secured Parties. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth or provided by reference in that certain Guarantee and Collateral Agreement dated as of the date hereof among the Borrower, the subsidiaries of the Borrower from time to time party thereto and, in its capacity as collateral agent, the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

W I T N E S S E T H:

WHEREAS, each Grantor owns the Trademark registrations and applications listed as owned by such Grantor on Schedule 1 annexed hereto;

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Lenders (as each is defined in the Credit Agreement) and, in its capacity as administrative agent and collateral agent, the Collateral Agent, the Lenders and the Issuing Bank (as defined in the Credit Agreement) have agreed to extend credit to the Borrower pursuant to, and upon the terms and conditions specified therein;

WHEREAS, the obligations of the Lenders and the Issuing Bank to extend credit to the Borrower are conditioned upon, among other things, the execution and delivery of the Guarantee and Collateral Agreement; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has pledged to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as security for the payment or performance, as the case may be, in full of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor, as security for the payment or performance, as the case may be, in full of the Obligations, hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (all of the following collectively, the "Trademark Collateral"):

(a) all of the Trademarks owned by such Grantor, including, without limitation:

(i) each Trademark registration and application listed as owned by such Grantor on Schedule 1 annexed hereto;

(ii) all goodwill associated therewith or symbolized by such Trademarks, and

(iii) all Proceeds of and products of such Trademarks, including any claim by such Grantor against third parties for past, present, future infringement or dilution of such Trademarks or injury to the goodwill associated with such Trademarks.

(c) to the extent not otherwise included, all Proceeds of and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing, together with all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments, and rights to sue, for past, present or future infringements, misappropriations or violations thereof.

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the "Trademark Collateral" shall not include any trademark application filed in the United States Patent and Trademark Office ("PTO") on the basis of a Grantor's "intent-to-use" such trademark (unless and until a statement of use in connection therewith has been filed with the PTO). Each Grantor acknowledges that, following the filing with the PTO of a statement of use with respect to any intent-to-use trademark, such Grantor's interest in any such intent-to-use trademark application shall automatically be subject to the security interest in favor of the Collateral Agent granted hereunder.

The foregoing security interest is pledged and granted in conjunction with the security interests pledged and granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral pledged and granted hereby are more fully set forth in the Guarantee and Collateral 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 Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern and control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America, sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic image transmission (e.g., "PDF" or "TIF" via electronic mail) shall be as effective as delivery of a manually signed counterpart of this Agreement.

[signature page follows]

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

MEDIMPACT HEALTHCARE SYSTEMS, INC.,
by

Name: David Wheeler
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

Acknowledged and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: Ari Bruger
Title: Vice President

By: _____
Name: Rahul Parmar
Title: Associate

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

REGISTERED U.S. TRADEMARKS

MedImpact Healthcare Systems, Inc.

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
America's Pharmacy Powered by MedImpact and Design	3025320	12/13/2005
America's Pharmacy and Design	3019239	11/29/2005
C Clinical Pipeline (Stylized Letters)	3138489	9/5/2006
Choice90Rx	3186143 3186144 3186145	12/19/2006
ChoiceMail	3841340	8/31/2010
ChoiceMail	3302563	10/2/2007
ChoiceSpecialty	3227530	4/10/2007
Clinical Tablet	2257248	6/29/1999
Fixed Fee Program	3182080	12/5/2006
MedAccess	2998723	9/20/2005
MedAdjust	3841342	8/31/2010
MedAdjust	3662795	8/4/2009
MedCare USA - Powered by MedImpact	3157180	10/17/2006
MedCare USA	3053235	1/31/2006
MedCare	2275977	9/7/1999
MedDirect	2403200	11/14/2000
MedDividend	2310831	1/25/2000
MedEmpower	3355624	12/18/2007
MedFocus	3841407	8/31/2010
MedFocus	2277863	9/14/1999
MedForecaster	2411133 3340735 3376382	12/05/2000 11/20/2007 1/29/2008
MedGenerics	3302562	10/2/2007
MedImpact Connect	3841429	8/31/2010
MedImpact Connect	3338242	11/20/2007
MedImpact Delivering Flexible Choice and Design	3190675	1/2/2007
MedImpact Healthcare Systems, Inc.	3190693	1/2/2007
medimpact.com	3756826	3/9/2010
medimpact.com	3841357	8/31/2010

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
MedImpact	3190676	1/2/2007
MedImpact	3190674	1/2/2007
MedManager	3343853	11/27/2007
MedNetwork	3599831	3/31/2009
MedOptimize	3841418	8/31/2010
MedOptimize	3304261 3446265	10/02/2007 6/10/2008
MedOverview	2524639	1/1/2002
MedPatterns	3329536	11/6/2007
MedPreferred	2508632 3239742	11/20/2001 5/8/2007
MedPrescription	3696781	10/13/2009
MedResponse	3497117	9/2/2008
MedResults	3289019	9/4/2007
MedSolutions	3389487	2/26/2008
PersonalHealth Rx	3232533	4/24/2007
PilotRx Empowering Prescription Choices and Design	3183049	12/12/2006
PilotRx	3188998	12/26/2006
Clinical Tablet	3863298	10/19/2010
MedCare USA Powered by MedImpact and Design	3859628	10/12/2010
MedResponse	3863301	10/19/2010
PersonalHealthRx	3863541	10/19/2010
MedImpact	3910782	1/25/2011
MedImpact	3910783	1/25/2011
MEDIMPACT DELIVERING FLEXIBLE CHOICE	3910774	1/25/2011
MEDIMPACT DELIVERING FLEXIBLE CHOICE	3910771	1/25/2011
MEDFORECASTER	3910755	1/25/2011
PILOTRX	3910747	1/25/2011
PILOTRX EMPOWERING PRESCRIPTION CHOICES	3910744	1/25/2011
MEDIMPACT	2403199	11/14/2000

PENDING U.S. TRADEMARK APPLICATIONS

MedImpact Healthcare Systems, Inc.

PROPOSED NAME	SERIAL NUMBER	FILING DATE

PROPOSED NAME	SERIAL NUMBER	FILING DATE
Acclaim	77862769	11/2/2009
America's Pharmacy	85053006	6/2/2010
America's Pharmacy Powered by MedImpact	85052582	6/2/2010
Clinical Pipeline	85052590	6/2/2010
MedDetect	77883638	12/1/2009
MedDirect	85053060	6/2/2010
MedEmpower	85052626	6/2/2010
MedForecaster	85052644	6/2/2010
MedMail	85052689	6/2/2010
MedMail	77073889	12/31/2006
MedManager	85053074	6/2/2010
MedNetwork	77927331	2/3/2010
MedOverview	85052707	6/2/2010
MedPreferred	85053095	6/2/2010
MedReconciliation	77884570	12/2/2009
MEDPATTERNS	85190173	12/3/2010
PILOTRX	85190359	12/3/2010