

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HealthPort Technologies, LLC		03/15/2011	LIMITED LIABILITY COMPANY: GEORGIA
CT Technologies Intermediate Holdings, Inc.		03/15/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	500 Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	78597962	\$D\$PAYONLINE
Serial Number:	78309006	E DISCLOSE
Serial Number:	78350469	ESMARTLOG
Serial Number:	77317022	HEALTHPORT
Serial Number:	77317179	HEALTHPORT
Serial Number:	78417863	HEALTHPORT
Serial Number:	76584964	SDS SMART DOCUMENT SOLUTIONS
Serial Number:	78351849	SMARTLINK
Serial Number:	78417858	NAUVALIS HEALTHCARE SOLUTIONS
Serial Number:	85147783	AUDAPRO
Serial Number:	85144204	RACPRO

**CORRESPONDENCE DATA**

**900186487**

**TRADEMARK  
 REEL: 004498 FRAME: 0437**

OP \$290.00 78597962

Fax Number: (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: jhannon@kslaw.com  
Correspondent Name: James M. Hannon  
Address Line 1: 1180 Peachtree Street  
Address Line 2: King & Spalding LLP  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	15009.009020
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	03/15/2011

Total Attachments: 5  
source=Trademarksecurityagreement#page1.tif  
source=Trademarksecurityagreement#page2.tif  
source=Trademarksecurityagreement#page3.tif  
source=Trademarksecurityagreement#page4.tif  
source=Trademarksecurityagreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 15, 2011, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers and the other Secured Parties (as defined in the Credit Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 15, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CT Technologies Intermediate Holdings, Inc. (the “Borrower”), CT Technologies Intermediate Holdings (Topco), Inc. and the other Loan Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as administrative agent and collateral agent for the Lenders and the L/C Issuers and as Revolver Agent for the Revolving Credit Lenders (as defined in the Credit Agreement) and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office.

**Section 3. Guaranty and Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

**Section 4. Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

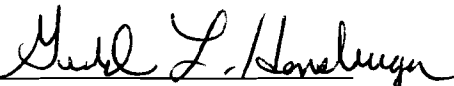
**Section 5. Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 6. Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

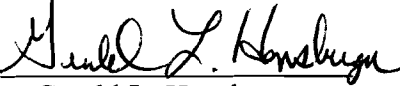
[SIGNATURE PAGES FOLLOW]

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

HEALTHPORT TECHNOLOGIES, LLC  
as Grantor

By:   
Name: Gerald L. Hansberger  
Title: Assistant Secretary

CT TECHNOLOGIES INTERMEDIATE  
HOLDINGS, INC.  
as Grantor


By:   
Name: Gerald L. Hansberger  
Title: Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004498 FRAME: 0441**

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By:   
Name: John Dale  
Title: Duly Authorized Signatory

[SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT]

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

**1. REGISTERED TRADEMARKS**

<b>Grantor</b>	<b>Mark</b>	<b>Status</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>
Healthport Technologies, LLC	\$D\$ PAYONLINE	Registered	78597962 3/30/2005	3073370 3/28/2006
Healthport Technologies, LLC	E DISCLOSE	Registered	78309006 10/3/2003	3005660 10/11/2005
Healthport Technologies, LLC	ESMARTLOG	Registered Supplemental Register	78350469 1/12/2004	2928431 2/22/2005
CT Technologies Intermediate Holdings Inc.	HEALTHPORT	Registered	77317022 10/30/2007	3715891 11/24/2009
CT Technologies Intermediate Holdings Inc.	HEALTHPORT	Registered	77317179 10/30/2007	3742860 1/26/2010
CT Technologies Intermediate Holdings Inc.	HEALTHPORT	Registered	78417863 5/13/2004	3040396 1/10/2006
Healthport Technologies, LLC	SDS SMART DOCUMENT SOLUTIONS	Registered	76584964 4/2/2004	3025359 12/13/2005
Healthport Technologies, LLC	SMARTLINK	Registered	78351849 1/14/2004	2928863 3/1/2005
Micro Innovations, Inc.	NAUVALIS HEATHCARE SOLUTIONS	Registered	78417858 5/13/2004	3200348 1/23/2007

**2. TRADEMARK APPLICATIONS**

<b>Debtor/Grantor</b>	<b>Mark</b>	<b>Status</b>	<b>Serial No./ Filing Date</b>
Healthport Technologies, LLC	AUDAPRO	Pending	85147783 10/7/2010
Healthport Technologies, LLC	RACPRO	Pending	85144204 10/4/2010