

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
Global Healthcare Exchange, LLC		03/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85085176	GHX CONNECT PLUS	
Serial Number:	85251447	HEALTHCARE SUPPLY CLOUD	
CORRESPONDENCE DATA			
Fax Number:	(404)443-5697		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-343-2328		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Preston Hurrell, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1170 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2060236-0014 (GHX)		
NAME OF SUBMITTER:	Latosha E. Allen		

OP \$65.00 85085176

900188128

TRADEMARK
REEL: 004513 FRAME: 0298

Signature:	/Latosha E. Allen/
Date:	04/01/2011
Total Attachments: 6 source=GHX - Trademark Security Agreement Supplement #page1.tif source=GHX - Trademark Security Agreement Supplement #page2.tif source=GHX - Trademark Security Agreement Supplement #page3.tif source=GHX - Trademark Security Agreement Supplement #page4.tif source=GHX - Trademark Security Agreement Supplement #page5.tif source=GHX - Trademark Security Agreement Supplement #page6.tif	

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This **TRADEMARK SECURITY AGREEMENT SUPPLEMENT**, dated as of March 30, 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 and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders 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 dated as of July 1, 2010 in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, as required pursuant to the Guaranty and Security Agreement, Grantor delivered a Trademark Security Agreement, dated as of July 1, 2010 (the "Trademark Security Agreement"), which was filed with the United States Patent and Trademark Office on July 1, 2010 at **Reel 4235, Frame 0551**; and

WHEREAS, pursuant to Section 5.7 of the Guaranty and Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement Supplement, which is intended to supplement, but not replace or otherwise interfere with, the 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.

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 and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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.

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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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 and IP Licenses 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 Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GLOBAL HEALTHCARE EXCHANGE, LLC,
as Grantor

By: 
Name: Christopher M. McManus
Title: Vice President

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name:
Title: Duly Authorized Signatory

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

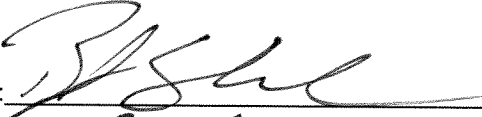
Very truly yours,

GLOBAL HEALTHCARE EXCHANGE, LLC,
as Grantor

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

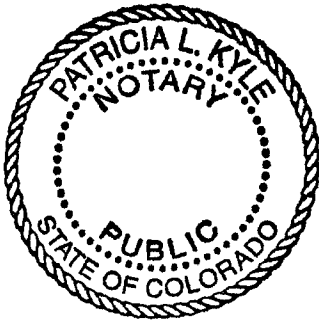
By: 
Name: *BRENT SHEPPARD*
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

On this 29th day of March, 2011 before me personally appeared Christopher M. McManus, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Global Healthcare Exchange, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Patricia L. Kyle
Notary Public



My Commission Expires 09/25/2013

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

Owner	Mark	Jurisdiction/ Country	Application/ Registration No.	Filing/ Registration Date	Comments/Status
Global Healthcare Exchange, LLC	GHX CONNECT PLUS	US	85/085,176	7/15/2010	Application published on 2/9/11; awaiting Certificate of Registration
Global Healthcare Exchange, LLC	HEALTHCARE SUPPLY CLOUD	US	85/251,447	2/25/2011	Pending; awaiting first action

TRADEMARK SECURITY AGREEMENT SUPPLEMENT
GLOBAL HEALTHCARE EXCHANGE, LLC