

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
B.P. Informatics, LLC		05/26/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	MED-VANTAGE, INC.
<b>Street Address:</b>	111 Sutter Street
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91360
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Serial Number:	77140816	EBBUILDER
Serial Number:	77140820	EBXCHANGE
Serial Number:	77140831	EBROI
Serial Number:	77140838	EBALERT
Serial Number:	77140840	EBSCORE
Serial Number:	77140844	EBSUITE
Serial Number:	77141089	COLLABORATIVE INFORMATICS
Serial Number:	77152301	EBINSIGHT
Serial Number:	77171974	EBETL
Serial Number:	77229875	EBREPORTS
Serial Number:	78330249	MED-VANTAGE
Serial Number:	78419538	QUALSCORE
Serial Number:	78531912	EBMSCORE
Serial Number:	78692759	P4PSCORE

**TRADEMARK**

**900192950**

**REEL: 004549 FRAME: 0484**

**CH \$715.00 77140816**

Serial Number:	78701847	PLANSORE
Serial Number:	78701850	CDMSORE
Serial Number:	78724801	P4P INSTITUTE
Serial Number:	78888460	EBMPEDIA
Serial Number:	78888463	HPNSORE
Serial Number:	78888466	MV HEALTHSMART SUMMARY
Serial Number:	78889558	MEDVANTAGE
Serial Number:	78889653	MED-VANTAGE
Serial Number:	78905544	HEALTH PERFORMANCE INSTITUTE
Serial Number:	78924058	EBMBUILDER
Serial Number:	78942438	EBMCAREALERT
Serial Number:	78961313	PHYSICIAN HEALTHFACTS
Serial Number:	78961314	EBMROI
Serial Number:	78961319	EBMEXCHANGE

**CORRESPONDENCE DATA**

Fax Number: (212)408-2501  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-408-2500  
Email: kristen.trapani@bakerbotts.com  
Correspondent Name: BAKER BOTTS L.L.P.  
Address Line 1: 30 Rockefeller Plaza  
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER: 065855.0527

NAME OF SUBMITTER: Paul A. Ragusa

Signature: /paul a. ragusa/

Date: 05/26/2011

Total Attachments: 9  
source=Release SI#page1.tif  
source=Release SI#page2.tif  
source=Release SI#page3.tif  
source=Release SI#page4.tif  
source=Release SI#page5.tif  
source=Release SI#page6.tif  
source=Release SI#page7.tif  
source=Release SI#page8.tif  
source=Release SI#page9.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE** (“**Termination and Release**”) is dated as of the 26th day of May, 2011, from **B.P. INFORMATICS, LLC**, a Delaware limited liability company with its principal place of business at 601 SOUTH GAINES STREET, LITTLE ROCK, ARKANSAS 72201 (hereinafter “**Lender**”) to **MED-VANTAGE, INC.**, a Delaware corporation with its principal place of business at 111 SUTTER STREET SAN FRANCISCO, CALIFORNIA 91360 (hereinafter “**Grantor**”).

**WHEREAS**, pursuant to the Intellectual Property Security Agreement, dated as of April 13, 2009, between **Grantor** and **Lender** (hereinafter “**Security Agreement**”), a security interest (hereinafter “**Security Interest**”) was granted by **Grantor** to **Lender** in the Intellectual Property Collateral (as hereinafter defined);

**WHEREAS**, **Security Agreement** was recorded in the United States Patent and Trademark Office with respect to certain Intellectual Property Collateral owned by **Grantor**;

**WHEREAS**, **Grantor** has requested that **Lender** terminate and release the entirety of **Lender’s** Security Interest in the Intellectual Property Collateral; and

**WHEREAS**, **Lender** has terminated and released the entirety of **Lender’s** Security Interest in the Intellectual Property Collateral.

**NOW THEREFORE**, in consideration of the premises and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, accepted and confirmed, the parties agree as follows:

1. Intellectual Property Collateral: The term “Intellectual Property Collateral,” as used herein, shall mean all of **Grantor’s** registered and unregistered intellectual property collateral, including, without limitation:
  - (a) any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth in Exhibit A attached hereto (hereinafter collectively the “Copyrights”);
  - (b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth in Exhibit B attached hereto (hereinafter collectively the “Patents”);

- (c) Any trademark and service mark rights, slogans, trade dress and trade names, whether registered or not, 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, including without limitation those set forth in Exhibit C attached hereto (hereinafter collectively the "Trademarks");
  - (d) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
  - (e) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
  - (f) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and
  - (g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
2. Release of Security Interest: **Lender** hereby terminates, releases and discharges its Security Interest in the Intellectual Property Collateral, and any right, title and/or interest of **Lender** in such Intellectual Property Collateral shall hereby cease and become void.
3. Further Assurances: In each case upon the reasonable request of **Grantor**, **Lender** shall execute and deliver to **Grantor** all further releases and other documents (including without limitation Uniform Commercial Code termination statements) and take all other actions reasonably requested by the **Grantor** for the release of the Security Interest. Any actions taken pursuant to the foregoing shall be at the sole expense of **Grantor**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first written above.

**B.P. INFORMATICS, LLC. (Lender)**

By: M. J. [Signature]  
Title: Managing Director  
Date: 5-26-2011

**MED-VANTAGE, INC. (Grantor)**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

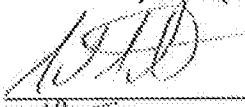
*{Signature Page to Termination and Release of Security Interest in Intellectual Property}*

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first written above.

B.P. INFORMATICS, LLC. (Lender)

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

MED-VANTAGE, INC. (Grantor)

By:  \_\_\_\_\_  
Title: VP Finance / Strategy  
Date: 5-26-2011

*[Signature Page to Termination and Release of Security Interest in Intellectual Property]*

## EXHIBIT A

### COPYRIGHTS

No.	Title of Work	Date Submitted	Date Approved	Certificate Reg. No.	Status
1.	Ophthalmolgy Measures	10/14/05	10/14/05	TXul-265-208	
2.	EBC Measures	9/9/05	9/9/05	TXul-261-641	
3.	Cardiology Measures	02/06/06	10/14/05	TXul-263-717	
4.	Endocrine Measures	10/14/05	10/14/05	TXul-263-718	
5.	ENT Measures	02/06/06	10/14/05	TXul-263-719	
6.	GI Measures	02/06/06	10/14/05	TXul-263-720	
7.	CV Surgery Measures	02/06/06	10/14/05	TXul-275-422	
8.	PUL Measures	02/06/06	10/14/05	TXul-275-423	
9.	Orthopedic Key Perf Indicators	09/30/05	9/30/05	TXul-263-852	
10.	QualScore Physician Perf Scorecard	09/30/05	9/30/05	TXul-263-853	
11.	EBM Score Physician Quality Ind & Scoring	09/30/05	9/30/05	TXul-263-854	
12.	Neurology Measures	10/14/05	10/14/05	TXul-266-862	
13.	Neurosurgery Measures	02/06/06	10/14/05	TXul-263-687	
14.	OB/GYN Measures	02/06/06	10/14/05	TXul-263-688	
15.	Allergy Measures	10/14/05	10/14/05	TXul-285-098	
16.	QualScore Consumer Quality Scorecard	10/06/04	10/14/05	TXul-203-344	
17.	Urology Measures	02/06/06	10/14/05	TXul-284-055	
18.	OB/GYN CBR	05/23/06	05/23/06	TXul-303-717	
19.	Cardiology CBR	05/23/06	05/23/06	TXul-310-621	
20.	Orthopedic CBR	05/23/06	05/23/06	TXul-303-716	
21.	GI CBR	05/23/06	05/23/06	TXul-303-703	
22.	Dermatology Code Specs	10/14/2005			Pending
23.	Med-Vantage Specialty Quality Measure Specifications-Urology	Pending			Pending
24.	Med-Vantage Specialty Quality Measure Specifications-Pulmonary	Pending			Pending
25.	Med-Vantage Specialty Quality Measure Specifications-Orthropedic	Pending			Pending
26.	Med-Vantage Specialty Quality Measure Specifications-Ophthalmology	Pending			Pending
27.	Med-Vantage Specialty Quality Measure Specifications-OB/Gyn	Pending			Pending
28.	Med-Vantage Specialty Quality Measure Specifications- Neurology	Pending			Pending
29.	Med-Vantage Specialty Quality Measure Specifications- Neurosurgery	Pending			Pending
30.	Med-Vantage Specialty Quality Measure Specifications-GI	Pending			Pending
31.	Med-Vantage Specialty Quality Measure Specifications-General Surgery	Pending			Pending
32.	Med-Vantage Specialty Quality Measure	Pending			Pending

	Specifications-ENT				
33.	Med-Vantage Specialty Quality Measure Specifications-Dermatology	Pending			Pending
34.	Med-Vantage Specialty Quality Measure Specifications-Cardiovascular Surgery	Pending			Pending
35.	Med-Vantage Specialty Quality Measure Specifications-Cardiology	Pending			Pending
36.	Med-Vantage Specialty Quality Measure Specifications-Allergy/Immunology	Pending			Pending
37.	Using Standardized Cost Difference Methodology for Physician Practice Cost of Care Index Scoring	4/25/07	Pending	Pending	Pending
38.	CIGNA - Qualscore Symptom Checker	4/25/07	Pending	Pending	Pending
39.	Methodological Recommendations for Addressing Overlapping Confidence Intervals and Scoring in Clinical Key Performance Indicator (KPI) Ratings	4/25/07	Pending		
40.	Horizon-Qualscore: Business Requirements Documents	4/25/07	Pending		
41.	Cigna-Qualscore:User Interface Product Requirments Document (UI PRD) for Cigna	4/25/07	Pending		
42.	Cigna-Qualscore- Data Configuration and Management: Product Requirments Document	4/25/07	Pending		
43.	Cigna-Qualscore-Business Requirements Document	4/25/07	Pending		
44.	Highmark EBM Score Physician reference Guide:Performance Profile and Ratings Methodologies	4/25/07	Pending		
45.	Benefit Adjustment Methodology for Cost of Care Indicators	4/25/07	Pending		
46.	EBMScore: Methodology White Papers	4/25/07	Pending		
47.	Visual Screenshots for Qualscore	5/4/07	5/10/07	TXul-360-262	
48.	EB Exchange	5/4/07	5/10/07	TXul-356-895	
49.	EB Builder	5/4/07	5/10/07	TXul-356-896	
50.	EBM Score	5/4/07	Pending		
51.	Qualscore	5/4/07	Pending		



**EXHIBIT B**

**PATENTS\***

<u>PATENT DESCRIPTION</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>
Doctor performance evaluation tool for consumers	USA	11/316,335
Rules-Based Software And Methods For Health Care Measurement Applications And Uses Thereof	USA	11/952,656

\* The security interest for these patent applications was recorded on April 15, 2009 in the United States Trademark Office, at Real 022547, Frame 0677

EXHIBIT C

TRADEMARKS\*\*

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
EBBUILDER	USA	77140816	3438489
EBXCHANGE	USA	77140820	3438490
EBROI	USA	77140831	NONE
EBALERT	USA	77140838	3438491
EBSCORE	USA	77140840	3438492
EBSUITE	USA	77140844	3438493
COLLABORATIVE INFORMATICS	USA	77141089	NONE
EBINSIGHT	USA	77152301	3391082
EBETL	USA	77171974	NONE
EBREPORTS	USA	77229875	3433521
MED-VANTAGE	USA	78330249	2936188
QUALSCORE	USA	78419538	3036932
EBMSCORE	USA	78531912	3030907
P4PSCORE	USA	78692759	3120654
PLANSORE	USA	78701847	3120767
CDMSORE	USA	78701850	3120768
P4P INSTITUTE	USA	78724801	NONE
EBMPEDIA	USA	78888460	3263774

(continued)

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
HPNSCORE	USA	78888463	NONE
MV HEALTHSMART SUMMARY	USA	78888466	3306981
MEDVANTAGE	USA	78889558	NONE
MED-VANTAGE	USA	78889653	3227578
HEALTH PERFORMANCE INSTITUTE	USA	78905544	3257351
EBMBUILDER	USA	78924058	3257355
EBMCAREALERT	USA	78942438	NONE
PHYSICIAN HEALTHFACTS	USA	78961313	NONE
EBMROI	USA	78961314	3223147
EBMEXCHANGE	USA	78961319	NONE

\* The security interest for these Trademarks was recorded on April 15, 2009 in the United States Trademark Office, at Real 3970, Frame 0900.