## 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	
Ingenix Pharmaceutical Services, Inc.		06/10/2011	CORPORATION: DELAWARE	

#### **RECEIVING PARTY DATA**

Name:	Citibank N.A., as Administrative Agent		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Association: UNITED STATES		

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3914368	[13]
Registration Number:	2979431	I3 RESEARCH
Registration Number:	3090140	I3 STATPROBE
Registration Number:	2824810	KNOWLEDGEPORT
Registration Number:	2624640	STATPROBE

#### **CORRESPONDENCE DATA**

Fax Number: (800)516-6304

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

Phone: 614-280-3562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

TRADEMARK REEL: 004563 FRAME: 0968 P \$140,00 3914368

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ATTORNEY DOCKET NUMBER:	8175087			
NAME OF SUBMITTER:	Ted Mulligan			
Signature:	/ted mulligan/			
Date:	06/17/2011			
Total Attachments: 5 source=Trademark sec agt 2011-06-10#page2.tif source=Trademark sec agt 2011-06-10#page3.tif source=Trademark sec agt 2011-06-10#page4.tif source=Trademark sec agt 2011-06-10#page5.tif source=Trademark sec agt 2011-06-10#page6.tif				

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#### **Trademark Security Agreement**

### WITNESSETH:

WHEREAS, the New Grantor has executed a Security Agreement Supplement dated as of the date hereof to become a Grantor under the Security Agreement, dated as of August 4, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent pursuant to which the New Grantor is required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the New Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The New Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the New Grantor:

- (a) Trademarks of the New Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. The 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 Security Agreement and the New Grantor hereby acknowledges and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon all of the Secured Obligations (other than (x) (i) Cash Management Obligations and (ii) Secured Obligations under Secured Hedge Agreements not yet due and payable, and (y) contingent obligations not yet accrued and payable) having been paid in full, all Letters of Credit having been Cash Collateralized or otherwise back-

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stopped (including by "grandfathering" into any future credit facilities), in each case, on terms reasonably satisfactory to the relevant L/C Issuer in its reasonable discretion, or having expired or having been terminated, and the Aggregate Commitments having expired or having been terminated and the termination of the Security Agreement, the Administrative Agent shall, at the expense of the New Grantor, execute, acknowledge, and deliver to the New Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement (other than contingent indemnification obligations and letter of credit obligations that have been cash-collateralized in a manner reasonably satisfactory to the Administrative Agent and the L/C Issuer).

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

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IN WITNESS WHEREOF, the New 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.

Ingenix Pharmaceutical Services, Inc.

By: Name: Alessandro F. Nisita

Title: Vice-President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

CITIBANK, N.A., as Administrative Agent

By:

Namé:

Title:

tuart G. Dickson Vice President

[Trademark Security Agreement]

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# Schedule I Trademark Registrations and Use Applications

Trademark	Owner	Application Number	Registration Number
13	Ingenix Pharmaceutical Services, Inc.	85/070,646	3,914,368
I3 RESEARCH®	Ingenix Pharmaceutical Services, Inc.		2,979,431
I3 STATPROBE®	Ingenix Pharmaceutical Services, Inc.		3,090,140
KNOWLEDGEPORT®	Ingenix Pharmaceutical Services, Inc.		2,824,810
STATPROBE®	Ingenix Pharmaceutical Services, Inc.		2,624,640

**RECORDED: 06/17/2011** 

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