

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
Healthedge Software, Inc.		06/23/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, H6150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78844627	MAKE THE RULES	
Registration Number:	3145466	HEALTHEDGE	
Registration Number:	3224375	HEALTHEDGE	
Registration Number:	3145472	HEALTHRULES	
Registration Number:	3145473	HEALTHEDGE ONE	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Co.- J. Paterson		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	825387-10		

CH \$140.00 78844627

900195412

**TRADEMARK
 REEL: 004569 FRAME: 0296**

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/24/2011
Total Attachments: 9 source=6-24-11 Healthedge-TM#page1.tif source=6-24-11 Healthedge-TM#page2.tif source=6-24-11 Healthedge-TM#page3.tif source=6-24-11 Healthedge-TM#page4.tif source=6-24-11 Healthedge-TM#page5.tif source=6-24-11 Healthedge-TM#page6.tif source=6-24-11 Healthedge-TM#page7.tif source=6-24-11 Healthedge-TM#page8.tif source=6-24-11 Healthedge-TM#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 23, 2011 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **HEALTHEDGE SOFTWARE, INC.**, a Delaware corporation, with its principal place of business at 3 Van de Graaff Drive, Burlington, Massachusetts 01803 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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 on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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 on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, 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 on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. 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;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3 Van de Graaff Drive
Burlington, Massachusetts 01803

Attn: CFO

HEALTHEDGE SOFTWARE, INC.

By: Robert Billette
Name: Robert Billette
Title: CEO

BANK:

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466

Attn: Ms. Laura Scott

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3 Van de Graaff Drive
Burlington, Massachusetts 01803

Attn: _____

HEALTHEDGE SOFTWARE, INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466

Attn: Ms. Laura Scott

SILICON VALLEY BANK

By: Christina M. Zorzi

Name: CHRISTINA M ZORZI

Title: RELATIONSHIP MANAGER

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<p>“Claim Processing”</p> <p>A computer-implemented method of processing a claim, the method comprising: receiving information corresponding to a context free grammar expression of at least one provision governing claim adjudication; receiving information corresponding to a claim; based on the received information corresponding to the context free grammar expression of the at least one provision and the received information corresponding to the claim, determining whether the at least one provision applies to the claim.</p>	<p>7356460</p> <p>09/833097</p>	<p>04/08/2008</p>

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MAKE THE RULES	78/844627	03/23/2006
HEALTHEDGE	3145466	09/19/2006
HEALTHEDGE and Design	3224375	04/03/2007
HEALTHRULES	3145472	09/19/2006
HEALTHEDGE ONE	3145473	09/19/2006

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

1307449.3