

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
Med-Vantage, Inc.		07/08/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3438489	EBBUILDER	
Registration Number:	3438490	EBXCHANGE	
Registration Number:	3438491	EBALERT	
Registration Number:	3438492	EBSCORE	
Registration Number:	3438493	EBSUITE	
Registration Number:	3391082	EBINSIGHT	
Registration Number:	3433521	EBREPORTS	
Registration Number:	2936188	MED-VANTAGE	
Registration Number:	3036932	QUALSCORE	
Registration Number:	3030907	EBMSCORE	
Registration Number:	3120654	P4PScore	
Registration Number:	3120767	PLANScore	
Registration Number:	3120768	CDMScore	
Registration Number:	3263774	EBMPEDIA	

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TRADEMARK
 REEL: 004579 FRAME: 0770

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Registration Number:	3306981	MV HEALTHSMART SUMMARY
Registration Number:	3227578	MED-VANTAGE
Registration Number:	3257355	EBMBUILDER
Registration Number:	3223147	EBMROI
Registration Number:	3440106	EPDIRECTORY
Registration Number:	3440108	QSDIRECTORY

CORRESPONDENCE DATA

Fax Number: (302)636-5454

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

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:	841603
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	07/11/2011

Total Attachments: 6

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Med-Vantage, Inc., a Delaware Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware, USA
☐ Other _____

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 07/08/2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N.A., as Administrative Agent

Internal

Address: _____

Street Address: One Bryant Park

City: New York

State: NY

Country: USA Zip: 10036

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other N.A. Citizenship USA
If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sakina Karkat

Internal Address: Cahill Gordon & Reindel LLP

Street Address: _____

City: New York

State: New York Zip: 10005

Phone Number: 212.701.3365

Fax Number: 212.378.2730

Email Address: skarkat@cahill.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

07/11/2011

Date

Sakina Karkat

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
REEL: 004579 FRAME: 0772**

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 8, 2011 by and among Med-Vantage, Inc., (the "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Counterpart Agreement of even date herewith, pursuant to which the Pledgor agrees to comply with all the terms and conditions of the Pledge and Security Agreement dated as of February 26, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. 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 Pledgor hereby pledges and grants to the Collateral 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 Trademarks of the Pledgor listed on Schedule I attached hereto.

SECTION 3. Security Agreement. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement in accordance with Section 11 thereof, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor 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.

[Trademark Security Agreement]

SECTION 5. Counterparts. 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.


SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

[signature page follows]

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

Very truly yours,


MED-VANTAGE, INC.

By: 
Name: Jeffrey J. Ford
Title: Treasurer

[Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Kevin L. Ahart
Title: Vice President

[Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations:

Trademark	Registration Number	Ownership
EBBUILDER	3438489	Med-Vantage, Inc.
EBXCHANGE	3438490	Med-Vantage, Inc.
EBALERT	3438491	Med-Vantage, Inc.
EBSCORE	3438492	Med-Vantage, Inc.
EBSUITE	3438493	Med-Vantage, Inc.
EBINSIGHT	3391082	Med-Vantage, Inc.
EBREPORTS	3433521	Med-Vantage, Inc.
MED-VANTAGE	2936188	Med-Vantage, Inc.
QUALSCORE	3036932	Med-Vantage, Inc.
EMBSCORE	3030907	Med-Vantage, Inc.
P4PScore	3120654	Med-Vantage, Inc.
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