

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
GET WELL NETWORK, INC.		07/19/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	m/c 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3163960	PATIENTRESOURCE;)SUITE
Registration Number:	3216411	PATIENTPATHWAY;)ARCHITECTURE
Registration Number:	3160694	PATIENTCOMMUNICATION;)SUITE
Registration Number:	3175210	PATIENTLIFE;)SYSTEM
Serial Number:	77901881	GETWELL TOWN
Registration Number:	3951104	PATIENTLIFE SYSTEM
Registration Number:	2956419	GETWELLNWORK
Registration Number:	3514311	PATIENT PATHWAYS
Registration Number:	3172366	PATIENTLIFE;)SYSTEM

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-550-6403

900197543

TRADEMARK
REEL: 004587 FRAME: 0720

CH \$240.00 3163960

Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1203 GET WELL
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	07/20/2011

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 19, 2011 by and between COMERICA BANK ("Bank") and GET WELL NETWORK, INC., a Delaware corporation ("Grantor").

RECITALS

A. Grantor and Bank are parties to that certain Amended and Restated Loan and Security Agreement dated as of May 8, 2008, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of October 22, 2008, by that certain Second Amendment, Forbearance and Waiver to Amended and Restated Loan and Security Agreement dated as of February 27, 2009, by that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of April 20, 2009, by that certain Fourth Amendment and Waiver to Amended and Restated Loan and Security Agreement dated as of August 1, 2009, by that certain Fifth Amendment to Amended and Restated Loan and Security Agreement dated as of June 18, 2010, and by that certain Sixth Amendment to Loan and Security Agreement dated August 17, 2010, as may be amended from time to time (collectively, the "Original Agreement"). Grantor and Bank desire to amend and restate the Original Agreement in accordance with the terms of that certain Second Amended and Restated Loan and Security Agreement dated as of the date hereof (the "Amended and Restated Agreement").

B. Bank has agreed to enter into the Amended and Restated Agreement, provided, among other things, that Grantor amends the Collateral and agrees to grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Amended and Restated Agreement.

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 Amended and Restated Agreement and all other agreements now existing or hereafter arising between Grantor and Bank related to the Amended and Restated Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Amended and Restated Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank related to the Amended and Restated 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to Bank under the Amended and Restated Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Amended and Restated 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 Amended and Restated 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 Amended and Restated 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.

3. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

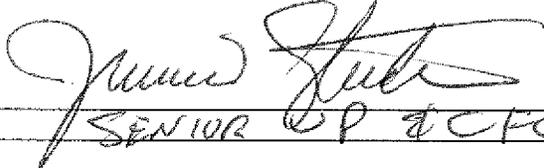
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

GET WELL NETWORK, INC.

7920 Norfolk Avenue, 10th Floor
Bethesda, MD 20814-1536
Attn: Irwin Studen, Chief Financial Officer

By: 
Title: SENIOR VP & CFO

BANK:

Address of Bank:

COMERICA BANK

m/c 7578
39200 W. Six Mile Road
Livonia, MI 48152

By: _____
Title: _____

Attn: National Documentation Services

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Address of Grantor:

GET WELL NETWORK, INC.

7920 Norfolk Avenue, 10th Floor
Bethesda, MD 20814-1536
Attn: Irwin Studen, Chief Financial Officer

By: _____
Title: _____

BANK:

Address of Bank:

COMERICA BANK

m/c 7578
39200 W. Six Mile Road
Livonia, MI 48152

By: Jack A. McAlm
Title: SVP

Attn: National Documentation Services

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

<u>Description</u>	<u>Application / Patent Number</u>	<u>Application/ Issue Date</u>
Systems and Methods for Coordinating the Flow of Events in a Health Care Setting using a Workflow Module	U.S. Patent Application No. 11/349,194	Pending
System and Method for Coordinating the Flow of Events in a Health Care Setting	Canadian Patent Application No. 2,629,397	Pending
System and Methods for Coordination the Flow of Events in a Health Care Setting Using a Workflow Module	European Patent Application No. 06720382.8	Pending
Systems and Methods for Coordinating the Flow of Events in a Health Care Setting and Using a Workflow Module	Indian Patent Application No. 1376/MUMNP/2007	Pending

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Registration/ Application Date</u>
PATIENTRESOURCE:)SUITE	3,163,960	10/24/06
PATIENTPATHWAY:)ARCHITECTURE	3,216,411	03/06/07
PATIENTCOMMUNICATION:)SUITE	3,160,694	10/17/06
PATIENTLIFE:)SYSTEM	3,175,210	11/21/06
GETWELL TOWN	77/901,881	12/29/09
PATIENTLIFE SYSTEMS	3,951,104	04/26/11
GETWELLNETWORK	2,956,419	05/31/05
PATIENT PATHWAYS	3,514,311	10/07/2008
PATIENTLIFE:)SYSTEM	3,172,366	11/14/2006