

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QuadraMed Corporation		07/13/2011	CORPORATION: DELAWARE
QuadraMed Quantim Corporation		07/13/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FORTRESS CREDIT CORP., as Agent
Street Address:	1345 Avenue of the Americas, 46th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2046173	AFFINITY
Registration Number:	3552026	CARE-BASED REVENUE CYCLE
Registration Number:	1182558	COMPU CARE
Registration Number:	2683489	COPE
Registration Number:	2369196	MEDREC MILLENNIUM
Registration Number:	2524949	MPISPY
Registration Number:	2480470	NCODER+
Registration Number:	3101695	POWERING SMARTER HEALTHCARE
Registration Number:	3093989	POWERING SMARTER HEALTHCARE
Registration Number:	3093990	POWERING SMARTER HEALTHCARE
Registration Number:	3130655	POWERING SMARTER HEALTHCARE
Registration Number:	3911447	QCPR SMARTSTART
Registration Number:	2487948	QM

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Registration Number:	3454419	QUADRAMED
Registration Number:	2001481	QUADRAMED
Registration Number:	2348079	QUADRAMED
Registration Number:	3014551	QUADRAMED
Registration Number:	2084681	QUANTIM
Registration Number:	2738362	QUANTIM
Registration Number:	2564804	SMARTID
Registration Number:	3383470	SMARTMANAGER
Registration Number:	2521428	SMARTMERGE
Registration Number:	3373522	SMARTPAL
Registration Number:	2607209	SMARTSCAN
Registration Number:	3396617	SMARTSWIPE
Registration Number:	3281028	SMART IDENTITY
Registration Number:	2450455	TEMPUS
Registration Number:	3080449	TEMPUSXPRESS
Registration Number:	3668722	VACC
Serial Number:	77798924	RAC SENTRY
Serial Number:	77622287	SPECTRIM

CORRESPONDENCE DATA

Fax Number: (949)720-0182
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (949) 224-6291
Email: trademark@buchalter.com
Correspondent Name: Farah P. Bhatti, Esq.
Address Line 1: 18400 Von Karman Avenue, Suite 800
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	W3344-0032
NAME OF SUBMITTER:	Farah P. Bhatti, Esq.
Signature:	/Farah P. Bhatti/
Date:	07/22/2011

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of July, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **FORTRESS CREDIT CORP.**, a Delaware corporation, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 13, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **QUADRAMED HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), **QUADRAMED QUANTIM CORPORATION**, a Delaware corporation ("Sisterco"), **QUADRAMED CORPORATION**, a Delaware corporation ("QuadraMed Corp."), **TEMPUS SOFTWARE, LLC**, a Delaware limited liability company ("Tempus"), **QUADRAMED AFFINITY CORPORATION**, a Delaware corporation ("QuadraMed Affinity"), and **QUADCOPPER, LLC**, a Delaware limited liability company ("QuadCopper"; together with Sisterco, QuadraMed Corp., Tempus, and QuadraMed Affinity, each individually a "Borrower" and individually and collectively, jointly and severally, "Borrowers"), lenders party thereto (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Security Agreement dated as of July 13, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution

of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, any other member of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the

repayment in full in cash or in immediately available funds of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

10. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

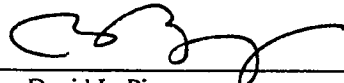
QUADRAMED QUANTIM CORPORATION,
a Delaware corporation

By: 
Name: David L. Piazza
Title: Chief Financial Officer


QUADRAMED CORPORATION,
a Delaware corporation

By: 
Name: David L. Piazza
Title: Chief Financial Officer


TEMPUS SOFTWARE, LLC,
a Delaware limited liability company, as a
Borrower

By: 
Name: David L. Piazza
Title: Manager

QUADRAMED AFFINITY CORPORATION,
a Delaware corporation, as a Borrower

By: 
Name: David L. Piazza
Title: Secretary

QUADCOPPER, LLC,
a Delaware limited liability company, as a Borrower

By: 
Name: David L. Piazza
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]
(Second Lien)

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BAVARIA HOLDINGS INC.,
a Delaware corporation

By: 
Name: David L. Piazza
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]
(Second Lien)

TRADEMARK
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AGENT:

FORTRESS CREDIT CORP.
a Delaware corporation

By: _____
Name: **MARC K. HURSTEIN**
Title: **CHIEF OPERATING OFFICER**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]
(Second Lien)

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications Trademarks

Registered Trademarks, Trademark Applications and Registered Service Marks

COUNTRY	TRADEMARK	APPLICATION NO. / REGISTRATION NO.	FILING DATE / REGISTRATION DATE	OWNER
United States	AFFINITY	Registration No. 2,046,173	Registered 3/18/97	QuadraMed Corporation
United States	CARE-BASED REVENUE CYCLE	Registration No. 3,552,026	Registered 12/23/08	QuadraMed Corporation
United States	COMPUCARE	Registration No. 1,182,558	Registered 12/15/81	QuadraMed Corporation
United States	COPE	Registration No. 2,683,489	Registered 2/4/03	QuadraMed Corporation
United States	MEDREC MILLENNIUM	Registration No. 2,369,196	Registered 7/18/00	QuadraMed Quantim Corporation
United States	MPISPY	Registration No. 2,524,949	Registered 1/1/02	QuadraMed Quantim Corporation
United States	NCODER+	Registration No. 2,480,470	Registered 8/21/01	QuadraMed Quantim Corporation
United States	POWERING SMARTER HEALTHCARE	Registration No. 3,101,695	Registered 6/6/06	QuadraMed Corporation

Schedule I to Trademark Security Agreement

COUNTRY	TRADEMARK	APPLICATION NO. / REGISTRATION NO.	FILING DATE / REGISTRATION DATE	OWNER
United States	POWERING SMARTER HEALTHCARE	Registration No. 3,093,989	Registered 5/16/06	QuadraMed Corporation
United States	POWERING SMARTER HEALTHCARE	Registration No. 3,093,990	Registered 5/16/06	QuadraMed Corporation
United States	POWERING SMARTER HEALTHCARE	Registration No. 3,130,655	Registered 8/15/06	QuadraMed Corporation
United States	QCPR SMARTSTART	Registration No. 3,911,447	Registered 1/25/11	QuadraMed Corporation
United States	QM (Stylized) 	Registration No. 2,487,948	Registered 9/11/01	QuadraMed Corporation
United States	QUADRAMED and Design 	Registration No. 3,454,419	Registered 6/24/08	QuadraMed Corporation
United States	QUADRAMED	Registration No. 2,001,481	Registered 9/17/06	QuadraMed Corporation
United States	QUADRAMED	Registration No. 2,348,079	Registered 5/9/00	QuadraMed Corporation
United States	QUADRAMED	Registration No. 3,014,551	Registered 11/15/05	QuadraMed Corporation

Schedule I to Trademark Security Agreement

COUNTRY	TRADEMARK	APPLICATION NO. / REGISTRATION NO.	FILING DATE / REGISTRATION DATE	OWNER
United States	QUANTIM	Registration No. 2,084,681	Registered 7/29/97	QuadraMed Quantim Corporation
United States	QUANTIM	Registration No 2,738,362	Registered 7/15/03	QuadraMed Quantim Corporation
United States	RAC SENTRY	Application No. 77798,924	Filed 8/6/09	QuadraMed Corporation
United States	SMARTID	Registration No. 2,564,804	Registered on Supplemental Register 4/23/02	QuadraMed Quantim Corporation
United States	SMARTMANAGER	Registration No. 3,383,470	Registered on Supplemental Register 2/12/08	QuadraMed Quantim Corporation
United States	SMARTMERGE	Registration No. 2,521,428	Registered on Supplemental Register 12/18/01	QuadraMed Quantim Corporation
United States	SMARTPAL	Registration No. 3,373,522	Registered on the Supplemental Register 1/22/08	QuadraMed Quantim Corporation
United States	SMARTSCAN	Registration No. 2,607,209	Registered 8/13/02	QuadraMed Quantim Corporation
United States	SMARTWIPE	Registration No. 3,396,617	Registered on Supplemental Register 3/11/08	QuadraMed Quantim Corporation
United States	SMART IDENTITY	Registration No. 3,281,028	Registered on the Supplemental Register 8/14/07	QuadraMed Quantim Corporation
United States	SPECTRIM	Application No. 77/622,287	Filed 11/26/08	QuadraMed Corporation

Schedule I to Trademark Security Agreement

COUNTRY	TRADEMARK	APPLICATION NO. / REGISTRATION NO.	FILING DATE / REGISTRATION DATE	OWNER
United States	TEMPUS	Registration No. 2,450,455	Registered 5/15/01	QuadraMed Corporation
United States	TEMPUSXPRESS (Stylized)	Registration No. 3,080,449	Registered 4/11/06	QuadraMed Corporation
United States	VACC	Registration No. 3,668,722	Registered 8/18/09	QuadraMed Quantim Corporation
Australia	DETENTE	Registration No. 988509	Registered 10/11/04	QuadraMed Corporation
Australia	QUADRAMED	Registration No. 988507	Registered 10/11/04	QuadraMed Corporation
Australia	QUADRAMED AFFINITY	Registration No. 1,014,254	Registered 3/31/05	QuadraMed Corporation
Bahamas	QUADRAMED	Application No. 30865	Filed 8/9/07	QuadraMed Corporation
Bahamas	QUADRAMED	Application No. 30866	Filed 8/9/07	QuadraMed Corporation
Canada	ENOVATION	Registration No. TMA591665	Registered 10/7/03	QuadraMed Corporation
Canada	QUADRAMED	Registration No. TMA735244	Registered 2/26/09	QuadraMed Corporation
Canada	SPECTRIM	Application No. 1439031	Filed 5/22/09	QuadraMed Corporation

Schedule I to Trademark Security Agreement

COUNTRY	TRADEMARK	APPLICATION NO. / REGISTRATION NO.	FILING DATE / REGISTRATION DATE	OWNER
European Community	QUADRAMED	Registration No. 3628328	Registered 2/9/04 Grant Date: 4/26/05	QuadraMed Corporation
European Community	SPECTRIM	Registration No. 8321176	Registered 5/26/09 Grant Date: 12/11/09	QuadraMed Corporation
New Zealand	QUADRAMED	Registration No. 708016	Registered 2/11/04	QuadraMed Corporation
New Zealand	QUADRAMED AFFINITY	Registration No. 716579	Registered 8/9/04	QuadraMed Corporation

Trade Names

QuadraMed Corporation
QuadraMed Quantim Corporation
QuadraMed Affinity Corporation
QuadraMed Holdings, LLC
QuadraMed Europe Limited
QuadraMed Canada Corporation
Tempus Software, LLC
QuadCopper, LLC