

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunquest Information Systems, Inc.		11/02/2011	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76172795	POWERPATH	
CORRESPONDENCE DATA			
Fax Number:	(917)777-3982		
Phone:	(212) 735-3982		
Email:	Faith.Robinson@skadden.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Attn: Alvaro Arce, Esq.		
Address Line 2:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	131650/5		
NAME OF SUBMITTER:	Alvaro Arce		
Signature:	/alvaro arce/		

CH \$40.00 76172795

900206182

TRADEMARK
 REEL: 004653 FRAME: 0565

Date:

11/02/2011

Total Attachments: 5

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Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT, dated as of November 2, 2011, by SUNQUEST INFORMATION SYSTEMS, INC., a Pennsylvania corporation located at 250 South Williams Blvd., Tucson, Arizona, 85711 (the "Pledgor"), in favor of JEFFERIES FINANCE LLC located at 520 Madison Avenue, New York, NY 10022, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (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 the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor, of which registered Trademarks and Trademark applications, as of the date hereof are listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. 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.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than (x) Secured Obligations under Hedging Agreements for which cash collateral or other

arrangements reasonably satisfactory to the Pledgor and Secured Party under such Hedging Agreements have been entered into and (y) contingent obligations) and termination of the Security Agreement, 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.

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.

[signature page follows]

IN WITNESS WHEREOF, each 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,

SUNQUEST INFORMATION SYSTEMS,
INC.

By: Kathryn A. Jehle
Name: Kathryn A. Jehle
Title: Chief Financial Officer,
Secretary and Treasurer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each 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,

SUNQUEST INFORMATION SYSTEMS,
INC.


By: _____

Name: Kathryn A. Jehle
Title: Chief Financial Officer,
Secretary and Treasurer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____


Name: E. Joseph Hess
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registration:

OWNER	REGISTRATION NUMBER	TRADEMARK
Sunquest Information Systems, Inc.	76/172,795	POWERPATH

Trademark Applications:

None.