

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Concerro, Inc.		02/08/2012	CORPORATION: CALIFORNIA
RES-Q Healthcare Systems, Inc.		02/08/2012	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Capital Finance, LLC, as Agent
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Registration Number:	2272174	ACTIVESTAFFER
Registration Number:	3119405	API API SOFTWARE, INC.
Registration Number:	3064347	API LABORWORKX
Registration Number:	2106934	APPLICANTS NAVIGATOR
Registration Number:	2149184	ATTENDANCE+
Registration Number:	2106935	BENEFITS NAVIGATOR
Registration Number:	2715346	CALCENGINE
Registration Number:	2158917	DEDUCTIT
Registration Number:	2152182	EDTRACK
Registration Number:	1827337	HR NAVIGATOR
Registration Number:	2666308	LABORVISION
Registration Number:	2106929	PAYROLL NAVIGATOR
Registration Number:	1719977	PAYROLLMATION

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Registration Number:	2106933	POSITION CONTROL NAVIGATOR
Registration Number:	1972091	REPORTXPRESS
Registration Number:	1826238	SECURALL
Registration Number:	1826239	TIMEBACK
Registration Number:	1852264	TIMECALL
Registration Number:	1832032	TIMEFAX
Registration Number:	1966889	TIMEID
Registration Number:	2160516	TIMEPC
Registration Number:	1830218	TIMESTOR
Registration Number:	3202963	WORKAGENT
Registration Number:	2307274	WWW.REPORTXPRESS
Registration Number:	2308735	WWW.TIMEPC
Registration Number:	2988635	BIDSHIFT
Registration Number:	3365827	COMMANDAWARE
Serial Number:	77413001	CONCERRO
Serial Number:	85400562	MOBILE HOUSE SUPERVISOR
Registration Number:	3332198	PRACTICESENSE
Registration Number:	2061089	RES-Q
Serial Number:	85400551	SHIFTSELECT
Serial Number:	85531385	ETERNAL NOW
Serial Number:	85531427	ACUITY BY EXCEPTION
Serial Number:	85531435	STAFFREACH
Serial Number:	85531479	SHIFTREWARDS
Serial Number:	85531572	CARECONNECT
Serial Number:	85531584	SHIFTPREDICT

**CORRESPONDENCE DATA**

Fax Number: (213)627-0705  
Phone: 213.683.5698  
Email: MinetteTayco@paulhastings.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP  
Address Line 1: 515 S. Flower Street, 25th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

WFCF/API(73896.00029): TR

NAME OF SUBMITTER:

**TRADEMARK**  
**REEL: 004713 FRAME: 0961**

	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	02/08/2012
<b>Total Attachments: 9</b> source=WFCF_API - Fully Executed Trademark Security Agreementt#page1.tif source=WFCF_API - Fully Executed Trademark Security Agreementt#page2.tif source=WFCF_API - Fully Executed Trademark Security Agreementt#page3.tif source=WFCF_API - Fully Executed Trademark Security Agreementt#page4.tif source=WFCF_API - Fully Executed Trademark Security Agreementt#page5.tif source=WFCF_API - Fully Executed Trademark Security Agreementt#page6.tif source=WFCF_API - Fully Executed Trademark Security Agreementt#page7.tif source=WFCF_API - Fully Executed Trademark Security Agreementt#page8.tif source=WFCF_API - Fully Executed Trademark Security Agreementt#page9.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 8th day of February 2012, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as Agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors in such capacity, "Agent").

### W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Amended and Restated Credit Agreement, dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among **API HEALTHCARE HOLDING CORPORATION**, a Delaware corporation ("Parent"), **API HEALTHCARE CORPORATION**, a Wisconsin corporation ("Borrower"), the lenders from time to time party thereto (the "Lenders"), Agent, WFCF, as co-lead arranger, and as joint bookrunner, and **GOLUB CAPITAL LLC**, a Delaware limited liability company, as syndication agent (in such capacity, together with its successors and assigns in such capacity, the "Syndication Agent"), as co-lead arranger, and as joint bookrunner, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement dated as of November 20, 2008 (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 Lender Group and the Bank Product Providers, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (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 hereto;

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

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all 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 Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers 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 are granted in conjunction with the security interest granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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.

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 shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

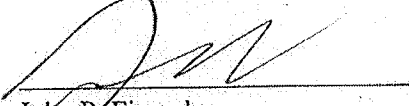
[Signature pages follow.]

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

**CONCERRO, INC.,**  
a California corporation, as a Grantor

By:   
Name: John P. Fingado  
Title: President

**RES-Q HEALTHCARE SYSTEMS, INC.,**  
a California corporation, as a Grantor

By:   
Name: John P. Fingado  
Title: President

**WELLS FARGO CAPITAL FINANCE, LLC,**  
a Delaware limited liability company, as Agent

By: Mark Salem  
Name: Mark Salem  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

Trademark	Country	Status	Reg. #	Reg. Date
ACTIVESTAFFER	U.S. Federal	Registered	2272174	24-Aug-1999
API API SOFTWARE, INC.	U.S. Federal	Registered	3119405	25-Jul-2006
API LABORWORKX	U.S. Federal	Registered	3064347	28-Feb-2006
APPLICANTS NAVIGATOR	U.S. Federal	Registered	2106934	21-Oct-1997
ATTENDANCE+	U.S. Federal	Registered	2149184	07-Apr-1998
BENEFITS NAVIGATOR	U.S. Federal	Registered	2106935	21-Oct-1997
CALCENGINE	U.S. Federal	Registered	2715346	13-May-2003
DEDUCTIT	U.S. Federal	Registered	2158917	19-May-1998
EDTRACK	U.S. Federal	Registered	2152182	21-Apr-1998
HR NAVIGATOR	U.S. Federal	Registered	1827337	22-Mar-1994
LABORVISION	U.S. Federal	Registered	2666308	24-Dec-2002
PAYROLL NAVIGATOR	U.S. Federal	Registered	2106929	21-Oct-1997
PAYROLLMATION	U.S. Federal	Registered	1719977	29-Sep-1992
POSITION CONTROL NAVIGATOR	U.S. Federal	Registered	2106933	21-Oct-1997
REPORTXPRESS	U.S. Federal	Registered	1972091	07-May-1996
SECURALL	U.S. Federal	Registered	1826238	15-Mar-1994
TIMEBACK	U.S. Federal	Registered	1826239	15-Mar-1994
TIMECALL	U.S. Federal	Registered	1852264	06-Sep-1994
TIMEFAX	U.S. Federal	Registered	1832032	19-Apr-1994
TIMEID	U.S. Federal	Registered	1966889	09-Apr-1996
TIMEPC	U.S. Federal	Registered	2160516	26-May-1998
TIMESTOR	U.S. Federal	Registered	1830218	12-Apr-1994
WORKAGENT	U.S. Federal	Registered	3202963	23-Jan-2007
WWW.REPORTXPRESS	U.S. Federal	Registered	2307274	11-Jan-2000
WWW.TIMEPC	U.S. Federal	Registered	2308735	18-Jan-2000

Trademark	Country	Status	Reg. / Serial #	Reg. / Filing Date
BIDSHIFT	Australia	Registered	1021540	26-Sep-2004
BIDSHIFT	Canada	Registered	TMA737396	2-Apr-2009
BIDSHIFT	Community Trademarks	Registered	4038535	03-Jan-2006
BIDSHIFT	New Zealand	Registered	718964	24-Mar-2005
BIDSHIFT	U.S. Federal	Registered	2988635	30-Aug-2005
COMMANDAWARE	U.S. Federal	Registered	3365827	08-Jan-2008
CONCERRO	U.S. Federal	Pending	77413001	04-Mar-2008
MOBILE HOUSE SUPERVISOR	U.S. Federal	Pending	85400562	17-Aug-2011



PRACTICESENSE	U.S. Federal	Registered	3332198	06-Nov-2007
RES-Q	U.S. Federal	Registered	2061089	13-May-1997
SHIFTSELECT	U.S. Federal	Pending	85400551	17-Aug-2011
ETERNAL NOW	U.S. Federal	Pending	85/531,385	01-Feb-2012
ACUITY BY EXCEPTION	U.S. Federal	Pending	85/531,427	01-Feb-2012
STAFFREACH	U.S. Federal	Pending	85/531,435	01-Feb-2012
SHIFTRWARDS	U.S. Federal	Pending	85/531,479	01-Feb-2012
CARECONNECT	U.S. Federal	Pending	85/531,572	01-Feb-2012
SHIFTPREDICT	U.S. Federal	Pending	85/531,584	01-Feb-2012

UNREGISTERED TRADEMARKS/SERVICE MARKS

**ACTIVELINK™**

**United States of America**

**ACTIVEROSTER™**

**United States of America**

**ACUALITY™**

**United States of America**

**DAYCARE DEDUCTIT™**

**United States of America**

**EDSTATS™**

**United States of America**

**E:HRSTATS™**

**United States of America**

**E:LABORSTATS™**

**United States of America**

**E:SECURSTATS™**

**United States of America**

**E:STAFFERSTATS™**

**United States of America**

**HRXPRESS™**

**United States of America**

**MYHRACCESS™**

**United States of America**

**SECURSTATS™**

**United States of America**

**STAFFERSTATS™**

**United States of America**

**TIMEVIEW™**

**United States of America**

**WWW.ACTIVESTAFFER™**

**United States of America**

**WWW.APPLICANTSNAVIGATOR™**

**United States of America**