

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
HEALTHFUSION, INC.		02/15/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Amorim Holding Financeira, SGPS, SA
<b>Street Address:</b>	Rua da Corticeria, no. 34
<b>City:</b>	Mozelos VFR
<b>State/Country:</b>	PORTUGAL
<b>Postal Code:</b>	4536 902
<b>Entity Type:</b>	Holding company: PORTUGAL

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	3987406	YOURHEALTHFILE
Registration Number:	4039559	MEANINGFUL USE REPORT CARD
Registration Number:	3942326	CLAIMS ANGEL
Registration Number:	3929848	THE EHR THAT THINKS LIKE A DOCTOR
Registration Number:	3932320	STIMULUS READY
Registration Number:	3821412	MEDITOUCH EHR
Registration Number:	3782450	MEDITOUCH
Registration Number:	3908498	CHANCELLOR
Registration Number:	3706627	HEALTHFUSION
Registration Number:	3598022	CLAIMSTAR
Registration Number:	3600547	CLAIM REJECTIONS
Registration Number:	3517284	DENIAL DEFENDER
Registration Number:	3438641	ELECTRONIC COB
Registration Number:	3376689	ELECTRONIC SECONDARY CLAIM

OP \$515.00 3987406

Registration Number:	3268065	FUSING HEALTHCARE AND TECHNOLOGY
Registration Number:	3066909	ELECTRONIC EOB
Registration Number:	2663616	HEALTHFUSION
Serial Number:	85387383	MEDIDRAW
Serial Number:	85343616	PURE CLOUD
Serial Number:	85030014	TOUCHPHRASE

**CORRESPONDENCE DATA**

Fax Number: (617)523-1231  
Phone: 617.570.1000  
Email: mrovner@goodwinprocter.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Miriam J. Rovner c/o Goodwin Procter LLP  
Address Line 1: Exchange Place, 53 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 122177/180205

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Miriam J. Rovner

Signature: /mjr/

Date: 02/24/2012

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 15, 2012, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Amorim Holding Financeira, SGPS, SA (“Secured Party”).

### WITNESSETH:

WHEREAS, Secured Party and the Grantor have entered into that certain Agreement Regarding Redemption of Stock, dated as of the date hereof;

WHEREAS, pursuant to that certain Secured Credit Promissory Note, dated as of the date hereof, by and among Grantor and Secured Party (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Secured Credit Note”), the Secured Party has agreed to make certain financial accommodations to the Grantor;

WHEREAS, in consideration for the Secured Party’s acceptance of the Secured Credit Note, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Secured Credit Note and to induce the Secured Party to make financial accommodations to the Grantor thereunder, the Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Secured Credit Note.

a. “Trademark Licenses” shall mean all agreements, licenses and covenants providing for the granting of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement or other violation of any Trademark (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement required to be listed in Schedule 1 (as such schedule may be amended or supplemented from time to time).

b. “Trademarks” shall mean all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), and with respect to any and

all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications required to be listed in Schedule 1 under the heading "Trademarks" (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto in the United States.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its obligations under the Secured Credit Note, hereby mortgages, pledges and hypothecates to the Secured Party and grants to the Secured Party a lien on and security interest in, all of its right, title and interest in, to and under the following collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; provided that, the Grantor's accounts receivable are not included in this grant.

Section 3. Secured Credit Note. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Secured Credit Note and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Secured Credit Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete

responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

HEALTHFUSION, INC.

as Grantor

By: 

Name:

DR. SOL LIZOTERAN

Title:

CHAIRMAN

ACCEPTED AND AGREED

as of the date first above written:

AMORIM HOLDING FINANCEIRA, SGPS, SA

as Secured Party

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the 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.


Very truly yours,

HEALTHFUSION, INC.  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

AMORIM HOLDING FINANCEIRA, SGPS, SA  
as Secured Party

By:   
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Owner Name	Registration Number	Registration Date
YOURHEALTHFILE	HEALTHFUSION, INC.	3987406	June 28, 2011
MEANINGFUL USE REPORT CARD	HEALTHFUSION, INC.	4039559	October 11, 2011
CLAIMS ANGEL	HEALTHFUSION, INC.	3942326	April 5, 2011
THE EHR THAT THINKS LIKE A DOCTOR	HEALTHFUSION, INC.	3929848	March 8, 2011
STIMULUS READY	HEALTHFUSION, INC.	3932320	March 15, 2011
MEDITOUCH EHR	HEALTHFUSION, INC.	3821412	July 20, 2010
MEDITOUCH	HEALTHFUSION, INC.	3782450	April 27, 2010
CHANCELLOR	HEALTHFUSION, INC.	3908498	January 18, 2011
HEALTHFUSION	HEALTHFUSION, INC.	3706627	November 3, 2009
CLAIMSTAR	HEALTHFUSION, INC.	3598022	March 31, 2009
CLAIM REJECTIONS	HEALTHFUSION, INC.	3600547	March 31, 2009
DENIAL DEFENDER	HEALTHFUSION, INC.	3517284	October 14, 2008
ELECTRONIC COB	HEALTHFUSION, INC.	3438641	May 27, 2008
ELECTRONIC SECONDARY CLAIM	HEALTHFUSION, INC.	3376689	January 29, 2008
FUSING HEALTHCARE AND TECHNOLOGY	HEALTHFUSION, INC.	3268065	July 24, 2007
ELECTRONIC EOB	HEALTHFUSION, INC.	3066909	March 7, 2006
HEALTHFUSION	HEALTHFUSION INC.	2663616	December 17, 2002

2. TRADEMARK APPLICATIONS

Trademark	Owner Name	Serial Number	Filing Date
MEDIDRAW	HEALTHFUSION, INC.	85387383	August 2, 2011
PURE CLOUD	HEALTHFUSION, INC.	85343616	June 10, 2011
TOUCHPHRASE	HEALTHFUSION, INC.	85030014	May 4, 2010

3. TRADEMARK LICENSES

None.