

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
	OUTCOMES HEALTH INFORMATION SOLUTIONS, LLC		03/30/2012	LIMITED LIABILITY COMPANY: VIRGINIA
	KOCHHAR HOLDINGS, INC.		03/30/2012	CORPORATION: VIRGINIA
RECEIVING PARTY DATA				
Name:	ELM PARK CAPITAL MANAGEMENT, LLC			
Street Address:	2101 Cedar Springs Rd., Suite 700			
City:	Dallas			
State/Country:	TEXAS			
Postal Code:	75201			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 8				
	Property Type	Number	Word Mark	
	Registration Number:	3785657	ECO-SCALING	
	Serial Number:	77603317	ODIS ALERT	
	Registration Number:	4006550	ODIS ITOOLS	
	Serial Number:	77603339	ODIS WEBDE	
	Serial Number:	77603381	ODIS WEBMR	
	Registration Number:	3727313	OUTCOMES	
	Serial Number:	77954295	ODIS ALERT RA	
	Serial Number:	77954289	ODIS ALERT IQ	
CORRESPONDENCE DATA				
Fax Number:	(213)627-0705			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	213.683.5698			

CH \$215.00 3785657

Email: MinetteTayco@paulhastings.com
Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP
Address Line 1: 515 S. Flower St., 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	ELM/OHIS(78381.8): TR
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	04/05/2012

Total Attachments: 6

source=ELM_OHIS -- FULLY EXECUTED Trademark Security Agreement#page1.tif
source=ELM_OHIS -- FULLY EXECUTED Trademark Security Agreement#page2.tif
source=ELM_OHIS -- FULLY EXECUTED Trademark Security Agreement#page3.tif
source=ELM_OHIS -- FULLY EXECUTED Trademark Security Agreement#page4.tif
source=ELM_OHIS -- FULLY EXECUTED Trademark Security Agreement#page5.tif
source=ELM_OHIS -- FULLY EXECUTED Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30 day of March, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **ELM PARK CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company ("Elm Park"), 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 March 30, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Kochhar Holdings, Inc., as parent ("Parent"), Outcomes Health Information Solutions, LLC, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement, dated as of March 30, 2012 (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, 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 and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 27 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

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, 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 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 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 is a Loan Document. 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.

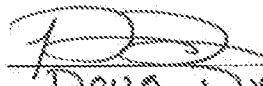
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

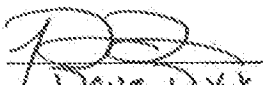
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

OUTCOMES HEALTH INFORMATION SOLUTIONS, LLC,
a Virginia limited liability company

By: 
Name: Doug Diskin
Title: CEO

KOCHIAR HOLDINGS, INC.,
a Virginia corporation


By: 
Name: Doug Diskin
Title: CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:


ELM PARK CAPITAL MANAGEMENT, LLC,
a Delaware limited liability company

By: 
Name: Mark Schachter
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Status / Next Action Due	Mark	Application/ Registration No.	App/Reg Date
Outcomes Health Information Solutions, LLC	U.S.	Registered Affidavit of Use due May 4, 2016	ECO-SCALING	77/603,297 3,785,657	29-Oct-2008 04-May-2010
Outcomes Health Information Solutions, LLC	U.S.	Allowed Statement of Use due June 9, 2012	ODIS ALERT *Client requested that we abandon this application in due course.	77/603,317	29-Oct-2008
Outcomes Health Information Solutions, LLC	U.S.	Registered Affidavit of Use due August 2, 2017	ODIS ITOOLS	77/603,373 4,006,550	29-Oct-2008 02-Aug-2011
Outcomes Health Information Solutions, LLC	U.S.	Allowed Statement of Use due June 9, 2012	ODIS WEBDE *Client requested that we abandon this application in due course.	77/603,339	29-Oct-2008
Outcomes Health Information Solutions, LLC	U.S.	Allowed Statement of Use due June 9, 2012	ODIS WEBMR *Client requested that we abandon this application in due course.	77/603,381	29-Oct-2008
Outcomes Health Information Solutions, LLC	U.S.	Registered Affidavit of Use due December 22, 2015	OUTCOMES & Design 	77/603,348 3,727,313	29-Oct-2008 22-Dec-2009

Outcomes Health Information Solutions, LLC	U.S.	Suspended pending disposition of prior pending application	ODIS ALERT RA	77/954,295	09-Mar-2010
Outcomes Health Information Solutions, LLC	U.S.	Suspended pending disposition of prior pending application	ODIS ALERT IQ	77/954,289	09-Mar-2010

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.