

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Psilos Group Managers, LLC		05/01/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	HealthEdge Software, Inc.
Street Address:	3 Van de Graaff Drive
City:	Burlington
State/Country:	MASSACHUSETTS
Postal Code:	01803
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3145466	HEALTHEDGE
Registration Number:	3224375	HEALTHEDGE
Registration Number:	3145473	HEALTHEDGE ONE
Registration Number:	3145472	HEALTHRULES

CORRESPONDENCE DATA	
Fax Number:	6175231231
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	617-570-1000
Email:	rthomas@goodwinprocter.com, tmadmin@goodwinprocter.com
Correspondent Name:	Ryan E. Thomas
Address Line 1:	Goodwin Procter LLP
Address Line 2:	Exchange Place, 53 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109-2881

ATTORNEY DOCKET NUMBER:	120782-159153
-------------------------	---------------

OP \$115.00 3145466

NAME OF SUBMITTER:	Ryan E. Thomas
Signature:	/Ryan E. Thomas/
Date:	05/02/2012
Total Attachments: 6 source=HealthEdge Termination Agreement#page1.tif source=HealthEdge Termination Agreement#page2.tif source=HealthEdge Termination Agreement#page3.tif source=HealthEdge Termination Agreement#page4.tif source=HealthEdge Termination Agreement#page5.tif source=HealthEdge Termination Agreement#page6.tif	

HEALTHEDGE SOFTWARE, INC.

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (the "Termination Agreement"), dated as of May 1, 2012, is made by and among HealthEdge Software, Inc., a Delaware corporation, ("Grantor") and Psilos Group Managers, LLC, a Delaware limited liability company, as the duly authorized representative of the Lenders (defined below) under the Loan Agreement (defined below) ("Lender Representative"). Reference is hereby made to that certain Patent and Trademark Security Agreement, dated as of April 12, 2010, by and among Grantor and Lender Representative (the "IP Security Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the IP Security Agreement.

WHEREAS, Grantor and Lender Representative are party to a Loan and Note Purchase Agreement, dated as of April 12, 2010, as amended (the "Loan Agreement") pursuant to which the lenders named therein (the "Lenders") made a loan to Grantor;

WHEREAS, in connection with the Loan Agreement, Grantor and Lender Representative are party to the IP Security Agreement and the Security Agreement (together, the "Security Agreements") whereby Grantor has granted to Lender Representative, for the benefit of all Lenders, a security interest in Grantor's Intellectual Property and the Collateral (as defined in the Security Agreement), respectively;

WHEREAS, Grantor, the Lenders and certain other investors have entered into a certain Series A-1 Convertible Preferred Stock Purchase Agreement, dated as of December 21, 2011 (the "Purchase Agreement") pursuant to which the Lenders purchased shares of Series A-1 Preferred Stock of Grantor;

WHEREAS, all of the convertible secured promissory notes issued to the Lenders pursuant to the Loan Agreement were converted into shares of Series A-1 Preferred Stock of Grantor pursuant to the Purchase Agreement;

WHEREAS, such conversions of the secured promissory notes cancelled such secured promissory notes and obviate the need for the rights and protections afforded by the Security Agreements; and

WHEREAS, Grantor and Lender Representative, on behalf of the Lenders, desire to terminate the Security Agreements by entering into this Termination Agreement effective immediately.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination. Grantor and Lender Representative, for itself and on behalf of the Lenders, hereby agree that each of the Security Agreements is hereby terminated in its entirety effective as

of the date hereof. Without limiting the foregoing, Grantor and Lender Representative, for itself and on behalf of the Lenders, hereby agree that the security interest in the Intellectual Property Collateral (as such term is defined in the IP Security Agreement) set forth on Schedules 1 and Schedule 2 is hereby terminated in its entirety effective as of the date hereof.

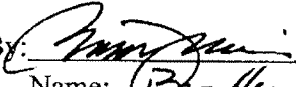
2. Counterparts. This Termination Agreement may be executed by the parties hereto in separate counterparts, each of which once so executed and delivered (including by facsimile and other means of electronic transmission) shall be considered an original, but all such counterparts shall together constitute the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date first set forth above.

Grantor:

HealthEdge Software, Inc.

By: 
Name: *Bradley K Desmarais*
Title: *CFO*

Lender Representative:

Psilos Group Managers, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date first set forth above.

Grantor:

HealthEdge Software, Inc.


By: _____

Name:

Title:

Lender Representative:

Psilos Group Managers, LLC

By: 

Name: Stephen M. Knipca

Title: managing member

Schedule 1

Trademark Collateral

Registered Trademarks & Pending Trademark Applications:

Trademark	Owner	Reg. No. or Serial No.	Jurisdiction	Goods/Services	Date of First Use / Reg. Date
HEALTHEDGE	HealthEdge Software	3145466	US	Class 9 - Computer software for use in connection with processing and administration of insurance claims	2-Sep-05 / 19-Sep-06
HEALTHEDGE w/ Square Logo	HealthEdge Software	3224375	US	Class 9 - Computer software for use in connection with processing and administration of insurance claims	2-Sep-05 / 3-Apr-07
HEALTHEDGE ONE	HealthEdge Software	3145473	US	Class 9 - Computer software for use in connection with processing and administration of insurance claims	2-Sep-05 / 19-Sep-06
HEALTHRULES	HealthEdge Software	3145472	US	Class 9 - Computer software for use in connection with processing and administration of insurance claims	2-Sep-05 / 19-Sep-06

SCHEDULE 2
PATENT COLLATERAL

Patents:

Patent No. / Application No.	Title	Filing Date / Issue Date	Jurisdiction	Owner
7356460 / 09/833097	Claim Processing	10-Apr-01 / 08-Apr-08	US	HealthEdge Software

(M0405044.1)