

## 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
Source Healthcare Analytics, LLC		05/14/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SHA Holdco, Inc.		
Street Address:	2700 Lake Cook Road		
City:	Riverwoods		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2197376	LAUNCHTRAC	
Registration Number:	2062766	SOURCE	
Registration Number:	2455703	SOURCE PVS	
CORRESPONDENCE DATA			
Fax Number:	2136270705		
<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		
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:	PRJ.HAWKEYE(76997.60):TR		
NAME OF SUBMITTER:	Minette M. Tayco		

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Signature:	/Minette M. Tayco/
Date:	05/15/2012
<b>Total Attachments: 4</b> source=Wolters Kluwer_Prj. Hawkeye - Fully Executed Inception Trademark Security Agreement#page1.tif source=Wolters Kluwer_Prj. Hawkeye - Fully Executed Inception Trademark Security Agreement#page2.tif source=Wolters Kluwer_Prj. Hawkeye - Fully Executed Inception Trademark Security Agreement#page3.tif source=Wolters Kluwer_Prj. Hawkeye - Fully Executed Inception Trademark Security Agreement#page4.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14<sup>th</sup> day of May, 2012, by and among Source Healthcare Analytics, LLC, a Delaware limited liability company ("Grantor") and SHA Holdco, Inc., a Delaware corporation ("Secured Party").

W I T N E S S E T H:

WHEREAS, Grantor and Secured Party have entered into that certain Security Agreement, dated as of even date herewith (the "Security Agreement"), whereby Grantor has agreed to grant to the Secured Party a security interest in the Trademark Collateral (as defined herein);

WHEREAS, Pursuant to Section 4.3(a) of the Security Agreement, Grantor and Secured Party have agreed to enter into 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, 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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party, to secure the Secured Obligations (as defined in the Security Agreement), a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those referred to on Schedule I (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);

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

(c) all products and proceeds (as that term is defined in the Uniform Commercial Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages or (ii) injury to the goodwill associated with any Trademark.

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 Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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. RECORDATION. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

6. COUNTERPARTS. 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 SECTIONS 10-11 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.

**GRANTOR:**


**SOURCE HEALTHCARE ANALYTICS, LLC**

By:   
Name: Elizabeth Satin  
Title: Senior Vice President

**SECURED PARTY:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**SHA HOLDCO, INC.**

By:   
Name: Elizabeth Satin  
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004779 FRAME: 0596**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Reg Date</b>
U.S.	LAUNCHTRAC	2197376	10/20/1998
U.S.	SOURCE	2062766	5/20/1997
U.S.	SOURCE PVS	2455703	5/29/2001