

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Essence Group Holdings Corporation		06/01/2012	CORPORATION: DELAWARE
Lumeris, Inc.		06/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	Two Bethesda Metro Center, Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4071879	EGHC
Registration Number:	4071878	EGHC
Serial Number:	85205231	
Registration Number:	4060925	EGHC
Registration Number:	4060924	EGHC
Registration Number:	4060923	
Registration Number:	4103959	
Registration Number:	3904484	YOUR PATIENTS IN FOCUS
Registration Number:	3904178	CLEARPRACTICE
Registration Number:	3881447	CLEARPRACTICE
Registration Number:	4051917	MAESTRO
Registration Number:	3988596	ENHANCED ENCOUNTER
Registration Number:	3949551	COLLABORATIVE PAYER

CH \$565.00 4071879

Registration Number:	3897529	CARETARGET
Registration Number:	3881928	APPLIED ANALYTICS FOR HEALTHCARE
Registration Number:	3897146	
Registration Number:	3897144	LUMERIS
Registration Number:	3881476	LUMERIS
Registration Number:	3310982	CARESERIES
Serial Number:	85518839	ACCOUNTABLE DELIVERY SYSTEM INSTITUTE
Serial Number:	85447399	TACKLEBOX
Serial Number:	85518878	ADSI

CORRESPONDENCE DATA

Fax Number: 4045725135
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-572-3458
Email: slake@kslaw.com
Correspondent Name: Susan Lake, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 09642-015035

NAME OF SUBMITTER: Susan Lake

Signature: /Susan Lake/

Date: 06/01/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Loan and Security Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of June 1, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), among Lumeris, Inc. ("Borrower"), Essence Group Holdings Corporation, the other loan parties party thereto from time to time, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have severally agreed to make Term Loans to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor that is a Guarantor has agreed, pursuant to the Guaranty, dated as of the date hereof (the "Guaranty") in favor of Agent, to guarantee the Guaranteed Obligations (as defined in the Guaranty); and

WHEREAS, all of the Grantors are party to the Loan and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan and Security Agreement and to induce the Lenders to make Term Loans to Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of Lenders, and grants to the Agent for the benefit of Lenders 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 rights, title and interests arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill of the business of such Grantor connected with the use thereof, all registrations and recordations thereof, all foreign counterparts thereto, all applications in connection therewith and any other ancillary rights thereto ("Trademarks") including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) 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.

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

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor retains full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks 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, 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.

Very truly yours,

ESSENCE GROUP HOLDINGS CORPORATION, as Grantor

By: 
Name: W. Michael Long
Title: Chief Executive Officer

LUMERIS, INC., as Grantor

By: 
Name: W. Michael Long
Title: President

ACKNOWLEDGMENT OF GRANTOR

State of Missouri)
County of St. Louis)

ss.

On this 31st day of May, 2012 before me personally appeared W. Michael Long, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Essence Group Holdings Corporation and Lumeris, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.


Notary Public

(Seal)



ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 

Name: Jason Dufour

Title: Duly Authorized Signatory





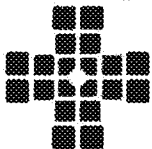
[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]


TRADEMARK
REEL: 004793 FRAME: 0480

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


Trademark Registrations

1. REGISTERED TRADEMARKS

<i>Trademarks</i>	<i>Owner</i>	<i>Serial/Registration No.</i>	<i>Filing/Registration Date</i>
	Essence Group Holdings Corporation	85205238/4071879	12/23/2010-12/13/2011
EGHC	Essence Group Holdings Corporation	85205235/4071878	12/23/2010-12/13/2011
	Essence Group Holdings Corporation	85205231/4071887	12/23/2010-12/23/2011
	Essence Group Holdings Corporation	8504724/4060925	05/25/2010-11/22/2011
EGHC	Essence Group Holdings Corporation	85047249/4060924	05/25/2010-11/22/2011
	Essence Group Holdings Corporation	85047244/4060923	05/25/2010-11/22/2011
	Lumeris, Inc.	85050634/4103959	05/28/2010-02/28/2012
YOUR PATIENTS IN FOCUS	Lumeris, Inc.	85086760/3904484	07/1/2010-01/11/2011
ClearPractice	Lumeris, Inc.	85050631/3904178	05/28/2010-01/11/2011

CLEARPRACTICE	Lumeris, Inc.	77899482/3881447	12/22/2009-11/23/2010
MAESTRO	Lumeris, Inc.	85153886/4051917	10/15/2010-11/08/2011
ENHANCED ENCOUNTER	Lumeris, Inc.	85086748/3988596	07/16/2010-07/05/2011
COLLABORATIVE PAYER	Lumeris, Inc.	85086752/ 3949551	07/16/2010-04/19/2011
CARETARGET	Lumeris, Inc.	85068741/3897529	10/12/2010-12/28/2010
APPLIED ANALYTICS FOR HEALTHCARE	Lumeris, Inc.	05086732/3881928	07/16/2010-11/23/2010
	Lumeris, Inc.	85035038/3897146	05/11/2010-12/28/2010
LUMERIS	Lumeris, Inc.	85035035/3897144	05/11/2010-12/28/2010
LUMERIS	Lumeris, Inc.	77906655/3881476	01/07/2010-05/25/200
CARESERIES	Lumeris, Inc.	77071911/3310982	12/27/2006-10/16/2007

2. TRADEMARK APPLICATIONS

<i>Trademarks</i>	<i>Owner</i>	<i>Registration No.</i>	<i>Filing/Registration Date</i>
 ACCENTRA DELIVERY SYSTEM INSTITUTE	Lumeris, Inc.	85518839	01/18/2012
TACKLEBOX	Lumeris, Inc.	85447399	10/14/2011
ADSI	Lumeris, Inc.	85518878	01/18/2012