

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
INFOGIX, INC.		06/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent
Street Address:	6011 Connection Drive
Internal Address:	Attn: Infogix, Inc. Account Manager
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1423672	ACR
Registration Number:	3660873	ACR/CONNECTOR
Registration Number:	1884679	ACR/DETAIL
Registration Number:	3440767	ACR/DETAIL
Registration Number:	1888261	ACR/FILE
Registration Number:	3663449	ACR/INSTREAM
Registration Number:	1845486	ACR/PLUS
Registration Number:	1883384	ACR/SUMMARY
Registration Number:	3440768	ACR/SUMMARY
Registration Number:	3660871	ACR/WORKBENCH
Registration Number:	3152257	INFOGIX
Registration Number:	3498546	INFOGIX ASSURE
Registration Number:	3498547	INFOGIX INSIGHT

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Registration Number:	3260599	=
Registration Number:	1934685	INFORMATION INTEGRITY
Registration Number:	3338511	INFORMATION WITH CONFIDENCE
Registration Number:	3145202	CONTROLSASSURE
Registration Number:	3175433	CONTROLSINSIGHT
Serial Number:	85518775	INFOGIX ER
Serial Number:	85518794	INFOGIX PERCEIVE
Serial Number:	85518952	INFOGIX DTM
Serial Number:	85518965	INFOGIX NEXIX
Serial Number:	85380828	QRIYA

CORRESPONDENCE DATA

Fax Number: 4048884190
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 4048884267
Email: dcorey@hunton.com
Correspondent Name: Hunton & Williams LLP
Address Line 1: 600 Peachtree Street NE, Suite 4100
Address Line 2: Attn: Deborah Corey
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	65740.000096
NAME OF SUBMITTER:	Deborah Corey
Signature:	/Deborah Corey/
Date:	06/04/2012

Total Attachments: 5
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source=Infogix_US Tdmk Agmt#page2.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of June 1, 2012, by INFOGIX, INC., a Delaware corporation (“**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of June 1, 2012, by and among Grantor, Infogix Holdings, Inc., as a Guarantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Company; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, the Pledge and Security Agreement; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses (as defined in the Pledge and Security Agreement) to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby

acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

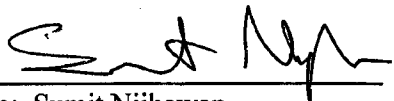
4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:


INFOGIX, INC.

By: 
Name: Sumit Nijhawan
Title: President, Chief Executive
Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

**GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.**



By:  _____

Name: Stephen W. Hipp

Title: Senior Vice President

Schedule 1

REGISTERED TRADEMARKS

Trademark Name	Registration Number	Registration Date
ACR® 	1423672	1/6/1987
ACR/CONNECTOR®	3660873	7/28/2009
ACR/DETAIL®	1884679	3/21/1995
ACR/DETAIL®	3440767	6/3/2008
ACR/FILE®	1888261	4/11/1995
ACR/INSTREAM®	3663449	8/4/2009
ACR/PLUS®	1845486	7/19/1994
ACR/SUMMARY®	1883384	3/14/1995
ACR/SUMMARY®	3440768	6/3/2008
ACR/WORKBENCH®	3660871	7/28/2009
INFOGIX®	3152257	10/3/2006
INFOGIX ASSURE®	3498546	9/9/2008
INFOGIX INSIGHT®	3498547	9/9/2008
INFOGIX SYMBOL® 	3260599	7/10/2007
INFORMATION INTEGRITY®	1934685	11/14/1995
INFORMATION WITH CONFIDENCE®	3338511	11/20/2007
CONTROLASSURE®	3145202	9/19/2006
CONTROLINSIGHT®	3175433	11/21/2006

TRADEMARK APPLICATIONS

Trademark Name	Serial Number	Filing Date
Infogix ER™	85518775	1/18/2012
Infogix Perceive™	85518794	1/18/2012
Infogix DTM™	85518952	1/18/2012
Infogix Nexix™	85518965	1/18/2012
Qriya™	85380828	7/26/2011

Schedule 1

Infogix - Trademark Security Agreement
40178835

RECORDED: 06/04/2012

TRADEMARK
REEL: 004794 FRAME: 0118