

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
Global Healthcare Exchange, LLC		12/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	76471428	ALLSOURCE	
Serial Number:	76130042	GHX	
Serial Number:	77525014	G-FAX	
Serial Number:	77444772	GHX MISHARE	
Serial Number:	76076485	GLOBAL HEALTH CARE EXCHANGE	
Serial Number:	77604808	ONDEMAND AP	
Serial Number:	77689184	GHX HEALTH CONNEXION	
Serial Number:	76471430	GHX	
Serial Number:	77934296	NUVIA	
Registration Number:	3961029	GHX CONNECT PLUS	
Serial Number:	85251447	HEALTHCARE SUPPLY CLOUD	
CORRESPONDENCE DATA			

OP \$290.00 76471428

Fax Number: 4044435697

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 704-343-2328

Email: lallen@mcguirewoods.com

Correspondent Name: Preston Hurrell, Esq.

Address Line 1: McGuireWoods LLP

Address Line 2: 1230 Peachtree Street, N.E., Suite 2100

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2060236-0075 (GHX)
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NAME OF SUBMITTER:	Latosha E. Allen
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Signature:	/Latosha E. Allen/
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Date:	06/27/2012
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Total Attachments: 9

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of December 22, 2011, 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 and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Amended and Restated Credit Agreement referred to below) amends and restates in its entirety that certain Trademark Security Agreement, as supplemented and amended to the date hereof, without giving effect to the amendments and restatements set forth herein (the "Existing Trademark Security Agreement"), dated as of July 1, 2010, among the Grantors party thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, the Borrower, the other Loan Parties party thereto, the Lenders party thereto from time to time and the Administrative Agent are parties to that certain Credit Agreement, as amended to the date hereof, without giving effect to the amendments and restatements set forth therein (the "Existing Credit Agreement"), dated as of July 1, 2010, among the Borrower, the lenders and issuers from time to time party thereto and GE Capital, as administrative and collateral agent for such lenders and issuers;

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Amended and Restated Trademark Security Agreement;

WHEREAS, it is the intent of the parties hereto that this Agreement not constitute a novation of the obligations and liabilities existing under the Existing Credit Agreement or evidence repayment of any of such obligations and liabilities (except as expressly provided in the Credit Agreement) and that this Agreement amend and restate in its entirety the Existing Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty 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 Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties 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 of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) 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. Guaranty and Security Agreement. The security interest granted pursuant to this Amended and Restated Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty 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 shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Amended and Restated 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 Amended and Restated 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.

Section 7. Amendment and Restatement. No Novation. This Amended and Restated Trademark Agreement constitutes an amendment and restatement of the Existing Trademark Security Agreement effective from and after the date hereof and supersedes and replaces in its entirety the Existing Trademark Security Agreement. The execution and delivery of this Amended and Restated Trademark Security Agreement and the consummation of the transactions contemplated hereby are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of the Obligations, the

Existing Trademark Security Agreement or any Lien, security interest or right created thereby, all of which shall continue in full force and effect as modified hereby.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GLOBAL HEALTHCARE EXCHANGE, LLC,
as Grantor

By: 

Name: Rob Gillespie

Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____

Name:

Title: Duly Authorized Signatory

AMENDED AND RESTATED PATENT SECURITY AGREEMENT
GLOBAL HEALTHCARE EXCHANGE, LLC
SIGNATURE PAGE

TRADEMARK
REEL: 004809 FRAME: 0509

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

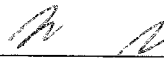
Very truly yours,

GLOBAL HEALTHCARE EXCHANGE, LLC,
as Grantor

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

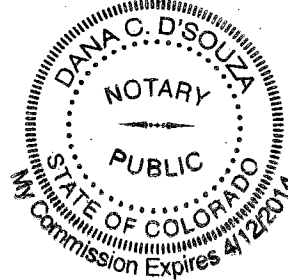
By:  _____
Name: Ketan Parikh
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Colorado)
COUNTY OF Boulder) ss.

On this 21 day of Dec, 2011 before me personally appeared Rob Gillespie, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Global Healthcare Exchange, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Dana C. D'Souza
Notary Public



AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
GLOBAL HEALTHCARE EXCHANGE, LLC
ACKNOWLEDGEMENT OF GRANTOR



TRADEMARK
REEL: 004809 FRAME: 0511

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS

Owner	Mark	Jurisdiction/ Country	App. /Reg. No.	Filing/ Reg. Date	Comments/Status/ Licenses
Global Healthcare Exchange, LLC	ALLSOURCE	European Community Trademark	3,178,662	5/21/03	Renewal due 5/21/13
			3,178,662	3/17/05	Licensed to Global Healthcare Exchange, Inc.
Global Healthcare Exchange, LLC	ALLSOURCE	US	76/471,428	11/21/2002	Sections 8 & 15 due 6/15/14
			2,852,687	6/15/2004	
Global Healthcare Exchange, LLC	GHX	US	76/130,042	9/18/2000	Sections 8 & 15 due 7/8/14
			3,462,749	7/8/2008	Licensed to Global Healthcare Exchange, Inc.
Global Healthcare Exchange, LLC	G-FAX	US	77/525,014	07/17/2008	Section 8 & 15 due 11/02/15
			3,706,460	11/3/2009	Licensed to Global Healthcare Exchange, Inc.
Global Healthcare Exchange, LLC	GHX	European Community Trademark	2,141,588	3/15/01	Renewal due 3/31/21
			2,141,588	12/2/02	Licensed to Global Healthcare Exchange, Inc.

Global Healthcare Exchange, LLC	GHX MISHARE	US	77/444,772 3,659,021	4/10/2008 7/21/09	Registered; §§ 8 & 15 affidavits due 7/21/15 Licensed to Global Healthcare Exchange, Inc.
Global Healthcare Exchange, LLC	GLOBAL HEALTHCARE EXCHANGE	US	76/076,485 3,383,645	6/23/00 2/19/08	§§ 8 & 15 affidavits due 2/18/14 Licensed to Global Healthcare Exchange, Inc.
Global Healthcare Exchange, LLC	ONDEMAND AP	US	77/604,808 3,681,736	10/31/2008 9/8/09	Registered on the Supplemental Reg; §8 affidavit due by 9/8/15; consider filing use based application on the Principal Register after 5 years' use Licensed to Global Healthcare Exchange, Inc.
Global Healthcare Exchange, LLC		US	77/689,184 3,883,578	03/12/2009 11/30/10	Section 8 & 15 affidavits due 11/29/16 Licensed to Global Healthcare Exchange, Inc.
Global Healthcare Exchange, LLC		US	76/471,430 2,850,295	11/21/2002 6/8/2004	Section 8 & 15 affidavits due 6/7/14 Licensed to Global Healthcare Exchange, Inc.

Global Healthcare Exchange, LLC	NUVIA	US	77/934,296 3,856,174	2/12/2010 10/5/10	Renewal due 10/4/16 Licensed to Global Healthcare Exchange, Inc.
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B. TRADEMARK APPLICATIONS

Owner	Mark	Jurisdiction/ Country	App. /Reg. No.	Filing/ Reg. Date	Comments/Status/ Licenses
Global Healthcare Exchange, LLC	GHX CONNECT PLUS	U.S.	3,961,029	5/17/11	Registered; §§ 8 & 15 affidavits due 5/16/17
Global Healthcare Exchange, LLC	HEALTHCARE SUPPLY CLOUD	U.S.	85/251,447	2/25/11	Response to Office Action filed; AAU filed; awaiting acceptance