

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
Thomson Reuters (Healthcare) Inc.		06/06/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 88

Property Type	Number	Word Mark
Registration Number:	2421001	100 TOP HOSPITALS
Registration Number:	2776436	1-SECOND HELP
Registration Number:	3300387	1ST MEDICAL RESPONSE
Registration Number:	2987976	ACTION O-I
Registration Number:	2408813	ALTCAREDEX
Registration Number:	2425103	ALTCAREDEX
Registration Number:	2451458	ALTMEDDEX
Registration Number:	2518614	ALTMEDDEX POINTS
Registration Number:	1972471	ASCENT
Registration Number:	1674087	AUTO-AUDIT
Registration Number:	3886650	CAREDISCOVERY
Registration Number:	3307347	CARENOTES
Registration Number:	3209684	CLINICAL CHECKLIST
Registration Number:	2165513	CLINICAL KNOWLEDGE OBJECTS

CH \$2215.00 2421001

Registration Number:	3836333	CLINICAL XPERT
Registration Number:	2251884	CLINICALPOINTS
Registration Number:	2265199	DATABRIDGE
Registration Number:	2036013	DATAPROBE
Registration Number:	1717821	DATASCAN
Registration Number:	3006885	DISEASEDEX
Registration Number:	3889616	DRUGDEX
Registration Number:	2414796	DRUGKNOWLEDGE
Serial Number:	85270365	DRUGPOINTS
Registration Number:	1928170	DRUG-REAX
Registration Number:	2574370	EXECUTIVE OUTLOOK
Registration Number:	2875762	FORMULARY ADVISOR
Registration Number:	3011930	HEALTHVIEW PLUS
Registration Number:	2833168	HOUSEHOLDVIEW
Registration Number:	1655390	IDENTIDEX
Serial Number:	85366219	INFECTION XPERT
Registration Number:	3138098	INFOBUTTON ACCESS
Registration Number:	3708079	INFOQUICK
Registration Number:	3172697	INFORMATION RESOURCES GROUP
Registration Number:	3158563	INFOTEXT
Registration Number:	2291932	INTEGRATED INDEX
Registration Number:	3278163	IV INDEX
Registration Number:	3645198	LAB ADVISOR
Registration Number:	2626819	MARKET EXPERT
Registration Number:	2762152	MARKET OUTLOOK
Serial Number:	85405553	MARKETDISCOVERY
Registration Number:	1913950	MARKETSCAN
Registration Number:	3239123	MEDITEXT
Registration Number:	1722309	MEDSTAT
Registration Number:	2417589	MEDSTAT
Registration Number:	2423803	MEDSTAT ADVANTAGE SUITE
Registration Number:	2423804	MEDSTAT DECISION ANALYST
Registration Number:	2168017	MEDSTAT MODELER
Registration Number:	3249049	MEDSTAT PERFORMANCE EXPERT
Registration Number:	2672051	MERCURYMD

	1718993	MICROMEDEX
Registration Number:	1694270	MICROMEDEX
Registration Number:	1715081	MICROMEDEX
Registration Number:	2707703	MOBILEMICROMEDEX
Registration Number:	2749481	NEOFAX
Serial Number:	85405838	NEOFAX ESSENTIALS
Registration Number:	2021367	NEOFAX-PC
Serial Number:	85182172	NURSING XPRT
Registration Number:	1899481	OUTCOMES ANALYST
Registration Number:	3252952	OUTPATIENT FORECASTER
Registration Number:	1648504	P & T QUIK
Registration Number:	3175742	PATIENT SAFETY EXPERT
Serial Number:	85405825	PEDIATRICS ESSENTIALS
Registration Number:	1806540	PEER-A-MED
Serial Number:	85182153	PHARMACY XPRT
Registration Number:	1466214	POISINDEX
Registration Number:	2983004	PROFSOFT
Registration Number:	2594640	PROVIDERVIEW
Serial Number:	77735750	PULSE
Registration Number:	2038268	READYPRICE
Registration Number:	0942000	RED BOOK
Registration Number:	1325745	RED BOOK UPDATE
Registration Number:	1682347	REPRORISK
Registration Number:	1685755	REPROTEXT
Registration Number:	1994898	SOLESOURCE
Registration Number:	2711891	SOLUCIENT
Registration Number:	2650431	SOLUCIENT
Registration Number:	2640723	SOLUCIENT
Registration Number:	2633028	SOLUCIENT
Registration Number:	2598453	STCS
Registration Number:	1598304	TOMES
Registration Number:	1604127	TOMES
Registration Number:	1655861	TOMES PLUS
Registration Number:	1655456	TOMES PLUS
Registration Number:	2298625	TOXPOINTS

	2701558	TRANSLATION ENGINE
Registration Number:	3536921	ULTIMEDEX
Registration Number:	3673757	CONSUMER ADVANTAGE
Serial Number:	85344612	INTERCEPT

**CORRESPONDENCE DATA**

Fax Number: 2124552502  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509333/0216
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/mml/
Date:	07/09/2012

**Total Attachments: 25**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), effective as of June 6, 2012, is made by Wolverine Healthcare Analytics, Inc. (which on the Closing Date will be merged into Thomson Reuters (Healthcare) Inc.), a Delaware Corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of June 6, 2012 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), among VCPH Holding Corp., ("Holdings"), Wolverine Healthcare Analytics, Inc. (as further defined in the Credit Agreement, the "Borrower"), the Lenders and the Administrative Agent.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Guarantee and Collateral Agreement, dated as of June 6, 2012, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of Grantor's right, title and interest in and to intellectual property owned by such Grantor, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks set forth on Schedule A hereto (collectively, the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

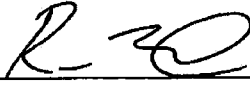
SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WOLVERINE HEALTHCARE ANALYTICS, INC.

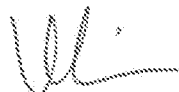
By:   
Name: Rawzi M. Musallam  
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 004816 FRAME: 0696



JPMORGAN CHASE BANK, N.A., as Administrative  
Agent for the Secured Parties

By:   
Name: Vanessa Chiu  
Title Executive Director

[Signature Page to Trademark Security Agreement]

## SCHEDULE A

### United States Trademark Registrations and Applications

Owner	Trademark	Application Number	Registration Number (for registered trademarks only)	Country
Thomson Reuters (Healthcare) Inc.	100 TOP HOSPITALS	75803008	2421001	United States of America
Thomson Reuters (Healthcare) Inc.	1-SECOND HELP	76331686	2776436	United States of America
Thomson Reuters (Healthcare) Inc.	1ST MEDICAL RESPONSE	78972554	3300387	United States of America
Thomson Reuters (Healthcare) Inc.	ACTION O-I	78147386	2987976	United States of America
Thomson Reuters (Healthcare) Inc.	ALTCAREDEX	75896203	2408813	United States of America
Thomson Reuters (Healthcare) Inc.	ALTCAREDEX	75896212	2425103	United States of America
Thomson Reuters (Healthcare) Inc.	ALTMEDDEX	75552794	2451458	United States of America
Thomson Reuters (Healthcare) Inc.	ALTMEDDEX POINTS	75939900	2518614	United States of America
Thomson Reuters (Healthcare) Inc.	ASCENT	74607628	1972471	United States of America
Thomson Reuters (Healthcare) Inc.	AUTO-AUDIT	74132906	1674087	United States of America
Thomson Reuters (Healthcare) Inc.	AUTO-AUDIT	74132906	1674087	United States of America
Thomson Reuters (Healthcare) Inc.	CAREDISCOVERY	77324586	3886650	United States of America
Thomson Reuters (Healthcare) Inc.	CARENOTES	78962117	3307347	United States of America
Thomson Reuters (Healthcare) Inc.	CLINICAL CHECKLIST	78609754	3209684	United States of America
Thomson Reuters (Healthcare) Inc.	CLINICAL KNOWLEDGE OBJECTS	75255176	2165513	United States of America
Thomson Reuters (Healthcare) Inc.	CLINICAL XPERT	77793638	3836333	United States of America
Thomson Reuters (Healthcare) Inc.	CLINICALPOINTS	75326205	2251884	United States of America
Thomson Reuters (Healthcare) Inc.	DATABRIDGE	74708000	2265199	United States of America
Thomson Reuters (Healthcare) Inc.	DATAPROBE	74600563	2036013	United States of America
Thomson Reuters (Healthcare) Inc.	DATASCAN	74242353	1717821	United States of America
Thomson Reuters (Healthcare) Inc.	DISEASEDEX	76508891	3006885	United States of America
Thomson Reuters (Healthcare) Inc.	DRUGDEX	587330	587330	Australia
Thomson Reuters (Healthcare) Inc.	DRUGDEX	784779	520164	Benelux
Thomson Reuters (Healthcare) Inc.	DRUGDEX	816632057	816632057	Brazil
Thomson Reuters (Healthcare) Inc.	DRUGDEX	825258561	825258561	Brazil

Owner	Trademark	Application Number	Registration Number (for registered trademarks only)	Country
Thomson Reuters (Healthcare) Inc.	DRUGDEX	825258570	825258570	Brazil
Thomson Reuters (Healthcare) Inc.	DRUGDEX	1002561	525893	Canada
Thomson Reuters (Healthcare) Inc.	DRUGDEX	61198	61198	Egypt
Thomson Reuters (Healthcare) Inc.	DRUGDEX	1062611	1062611	European Community
Thomson Reuters (Healthcare) Inc.	DRUGDEX	92/431912	92431912	France
Thomson Reuters (Healthcare) Inc.	DRUGDEX	M 73111	2040696	Germany
Thomson Reuters (Healthcare) Inc.	DRUGDEX	125444	125444	Israel
Thomson Reuters (Healthcare) Inc.	DRUGDEX	125445	125445	Israel
Thomson Reuters (Healthcare) Inc.	DRUGDEX	644123	644123	Italy
Thomson Reuters (Healthcare) Inc.	DRUGDEX	24482/1982	1712396	Japan
Thomson Reuters (Healthcare) Inc.	DRUGDEX	227126	490001	Mexico
Thomson Reuters (Healthcare) Inc.	DRUGDEX	1734	1734	Oman
Thomson Reuters (Healthcare) Inc.	DRUGDEX	14485	30341	Peru
Thomson Reuters (Healthcare) Inc.	DRUGDEX	S111194	T94/11111F	Singapore
Thomson Reuters (Healthcare) Inc.	DRUGDEX	327974	Kor79692	Thailand
Thomson Reuters (Healthcare) Inc.	DRUGDEX	327975	Bor6684	Thailand
Thomson Reuters (Healthcare) Inc.	DRUGDEX	2120730	2120730	United Kingdom
Thomson Reuters (Healthcare) Inc.	DRUGDEX	2005987	2005987	United Kingdom
Thomson Reuters (Healthcare) Inc.	DRUGDEX	85018060	3889616	United States of America
Thomson Reuters (Healthcare) Inc.	DRUGKNOWLEDGE	75543369	2414796	United States of America
Thomson Reuters (Healthcare) Inc.	DRUGPOINTS	730129	730129	Australia
Thomson Reuters (Healthcare) Inc.	DRUGPOINTS	845536	490079	Canada
Thomson Reuters (Healthcare) Inc.	DRUGPOINTS	274343	274343	New Zealand
Thomson Reuters (Healthcare) Inc.	DRUGPOINTS	2127408	2127408	United Kingdom
Thomson Reuters (Healthcare) Inc.	DRUGPOINTS	85270365		United States of America
Thomson Reuters (Healthcare) Inc.	DRUG-REAX	733764	733764	Australia
Thomson Reuters (Healthcare) Inc.	DRUG-REAX	394062248	39406224	Germany
Thomson Reuters (Healthcare) Inc.	DRUG-REAX	RM97C00206 8	781756	Italy

Owner	Trademark	Application Number	Registration Number (for registered trademarks only)	Country
Thomson Reuters (Healthcare) Inc.	DRUG-REAX	327976	Kor79691	Thailand
Thomson Reuters (Healthcare) Inc.	DRUG-REAX	327977	Bor6715	Thailand
Thomson Reuters (Healthcare) Inc.	DRUG-REAX	74594849	1928170	United States of America
Thomson Reuters (Healthcare) Inc.	EMERGINDEX	649350	649350	Australia
Thomson Reuters (Healthcare) Inc.	EMERGINDEX	723469	723469	Australia
Thomson Reuters (Healthcare) Inc.	EMERGINDEX	816632014	816632014	Brazil
Thomson Reuters (Healthcare) Inc.	EMERGINDEX	826095054	826095054	Brazil
Thomson Reuters (Healthcare) Inc.	EMERGINDEX	61199	61199	Egypt
Thomson Reuters (Healthcare) Inc.	EMERGINDEX	394062221	39406222	Germany
Thomson Reuters (Healthcare) Inc.	EMERGINDEX	1735	1735	Oman
Thomson Reuters (Healthcare) Inc.	EMERGINDEX	14488	30344	Peru
Thomson Reuters (Healthcare) Inc.	EXECUTIVE OUTLOOK	76023032	2574370	United States of America
Thomson Reuters (Healthcare) Inc.	FORMULARY ADVISOR	76446993	2875762	United States of America
Thomson Reuters (Healthcare) Inc.	HEALTHVIEW PLUS	78151187	3011930	United States of America
Thomson Reuters (Healthcare) Inc.	HOUSEHOLDVIEW	78151182	2833168	United States of America
Thomson Reuters (Healthcare) Inc.	IDENTIDEX	6-130224	3350068	Japan
Thomson Reuters (Healthcare) Inc.	IDENTIDEX	327981	Bor6504	Thailand
Thomson Reuters (Healthcare) Inc.	IDENTIDEX	327980	Kor77516	Thailand
Thomson Reuters (Healthcare) Inc.	IDENTIDEX	74089775	1655390	United States of America
Thomson Reuters (Healthcare) Inc.	INFECTION XPRT	85366219		United States of America
Thomson Reuters (Healthcare) Inc.	INFOBUTTON ACCESS	78563867	3138098	United States of America
Thomson Reuters (Healthcare) Inc.	INFOQUICK	77689506	3708079	United States of America
Thomson Reuters (Healthcare) Inc.	INFORMATION RESOURCES GROUP	78691635	3172697	United States of America
Thomson Reuters (Healthcare) Inc.	INFOTEXT	78763657	3158563	United States of America
Thomson Reuters (Healthcare) Inc.	INTEGRATED INDEX	75317307	2291932	United States of America
Thomson Reuters (Healthcare) Inc.	IV INDEX	78763693	3278163	United States of America
Thomson Reuters (Healthcare) Inc.	LAB ADVISOR	77586927	3645198	United States of America
Thomson Reuters (Healthcare) Inc.	MARKET EXPERT	76025381	2626819	United States of America

Owner	Trademark	Application Number	Registration Number (for registered trademarks only)	Country
Thomson Reuters (Healthcare) Inc.	MARKET OUTLOOK	76022848	2762152	United States of America
Thomson Reuters (Healthcare) Inc.	MARKETDISCOVERY	85405553		United States of America
Thomson Reuters (Healthcare) Inc.	MARKETSCAN	74528792	1913950	United States of America
Thomson Reuters (Healthcare) Inc.	MEDITEXT	78763808	3239123	United States of America
Thomson Reuters (Healthcare) Inc.	MEDSTAT	826798	826798	Australia
Thomson Reuters (Healthcare) Inc.	MEDSTAT	74104856	1722309	United States of America
Thomson Reuters (Healthcare) Inc.	MEDSTAT	75902685	2417589	United States of America
Thomson Reuters (Healthcare) Inc.	MEDSTAT ADVANTAGE SUITE	75531210	2423803	United States of America
Thomson Reuters (Healthcare) Inc.	MEDSTAT DECISION ANALYST	75531305	2423804	United States of America
Thomson Reuters (Healthcare) Inc.	MEDSTAT MODELER	75062524	2168017	United States of America
Thomson Reuters (Healthcare) Inc.	MEDSTAT PERFORMANCE EXPERT	78744256	3249049	United States of America
Thomson Reuters (Healthcare) Inc.	MERCURYMD	76385020	2672051	United States of America
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	2171527	1765309	Argentina
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	2171528	1765310	Argentina
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	767444	767444	Australia
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	893484	616607	Benelux
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	910224	628980	Benelux
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	821148729	821148729	Brazil
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	821148745	821148745	Brazil
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	874899	523683	Canada
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	63791	63791	Egypt
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	1062462	1062462	European Community
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	39709628	39709628	Germany
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	125440	125440	Israel
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	125441	125441	Israel
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	RM98C00437 7	844480	Italy
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	2007-37713	5100491	Japan
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	344920	595021	Mexico

Owner	Trademark	Application Number	Registration Number (for registered trademarks only)	Country
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	344921	595022	Mexico
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	73806226	1718993	United States of America
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	73806225	1694270	United States of America
Thomson Reuters (Healthcare) Inc.	MICROMEDEX	73805977	1715081	United States of America
Thomson Reuters (Healthcare) Inc.	MOBILEMICROMEDEX	76226680	2707703	United States of America
Thomson Reuters (Healthcare) Inc.	NEOFAX	76349383	2749481	United States of America
Thomson Reuters (Healthcare) Inc.	NEOFAX ESSENTIALS	85405838		United States of America
Thomson Reuters (Healthcare) Inc.	NEOFAX-PC	74640908	2021367	United States of America
Thomson Reuters (Healthcare) Inc.	NURSING XPERT	85182172		United States of America
Thomson Reuters (Healthcare) Inc.	OUTCOMES ANALYST	74430762	1899481	United States of America
Thomson Reuters (Healthcare) Inc.	OUTPATIENT FORECASTER	78607550	3252952	United States of America
Thomson Reuters (Healthcare) Inc.	P & T QUIK	327983	Bor6503	Thailand
Thomson Reuters (Healthcare) Inc.	P & T QUIK	74008458	1648504	United States of America
Thomson Reuters (Healthcare) Inc.	P & T QUIK (stylized)	327982	Kor79700	Thailand
Thomson Reuters (Healthcare) Inc.	PATIENT SAFETY EXPERT	78861782	3175742	United States of America
Thomson Reuters (Healthcare) Inc.	PEDIATRICS ESSENTIALS	85405825		United States of America
Thomson Reuters (Healthcare) Inc.	PEER-A-MED	74293198	1806540	United States of America
Thomson Reuters (Healthcare) Inc.	PHARMACY XPERT	85182153		United States of America
Thomson Reuters (Healthcare) Inc.	POISINDEX	2171525	1765307	Argentina
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Thomson Reuters (Healthcare) Inc.	POISINDEX	587331	A587331	Australia
Thomson Reuters (Healthcare) Inc.	POISINDEX	841381	566036	Benelux
Thomson Reuters (Healthcare) Inc.	POISINDEX	816632022	816632022	Brazil
Thomson Reuters (Healthcare) Inc.	POISINDEX	1002562	525946	Canada
Thomson Reuters (Healthcare) Inc.	POISINDEX	61200	61200	Egypt
Thomson Reuters (Healthcare) Inc.	POISINDEX	1062504	1062504	European Community
Thomson Reuters (Healthcare) Inc.	POISINDEX	M 73110	2040695	Germany
Thomson Reuters (Healthcare) Inc.	POISINDEX	125443	125443	Israel

Owner	Trademark	Application Number	Registration Number (for registered trademarks only)	Country
Thomson Reuters (Healthcare) Inc.	POISINDEX	125442	125442	Israel
Thomson Reuters (Healthcare) Inc.	POISINDEX	RM97C002069	781757	Italy
Thomson Reuters (Healthcare) Inc.	POISINDEX	S57-024481	1715855	Japan
Thomson Reuters (Healthcare) Inc.	POISINDEX	344922	595023	Mexico
Thomson Reuters (Healthcare) Inc.	POISINDEX	344923	595024	Mexico
Thomson Reuters (Healthcare) Inc.	POISINDEX	1733	1733	Oman
Thomson Reuters (Healthcare) Inc.	POISINDEX	14487	30343	Peru
Thomson Reuters (Healthcare) Inc.	POISINDEX	12336/96	T96/12336G	Singapore
Thomson Reuters (Healthcare) Inc.	POISINDEX	327984	Kor77206	Thailand
Thomson Reuters (Healthcare) Inc.	POISINDEX	327985	Bor10855	Thailand
Thomson Reuters (Healthcare) Inc.	POISINDEX	2120241	2120241	United Kingdom
Thomson Reuters (Healthcare) Inc.	POISINDEX	73617702	1466214	United States of America
Thomson Reuters (Healthcare) Inc.	PROFSOFT	78342042	2983004	United States of America
Thomson Reuters (Healthcare) Inc.	PROVIDERVIEW	75577818	2594640	United States of America
Thomson Reuters (Healthcare) Inc.	PULSE	77735750		United States of America
Thomson Reuters (Healthcare) Inc.	READYPRICE	74708948	2038268	United States of America
Thomson Reuters (Healthcare) Inc.	RED BOOK	72385153	942000	United States of America
Thomson Reuters (Healthcare) Inc.	RED BOOK UPDATE	73478971	1325745	United States of America
Thomson Reuters (Healthcare) Inc.	REPRORISK	6-130225	3350069	Japan
Thomson Reuters (Healthcare) Inc.	REPRORISK	327986	Kor77207	Thailand
Thomson Reuters (Healthcare) Inc.	REPRORISK	327987	Bor6428	Thailand
Thomson Reuters (Healthcare) Inc.	REPRORISK	74054918	1682347	United States of America
Thomson Reuters (Healthcare) Inc.	REPROTEXT	74054917	1685755	United States of America
Thomson Reuters (Healthcare) Inc.	SOLESOURCE	74659005	1994898	United States of America
Thomson Reuters (Healthcare) Inc.	SOLUCIENT	76207343	2711891	United States of America
Thomson Reuters (Healthcare) Inc.	SOLUCIENT	76207342	2650431	United States of America
Thomson Reuters (Healthcare) Inc.	SOLUCIENT	76207341	2640723	United States of America
Thomson Reuters (Healthcare) Inc.	SOLUCIENT (& Design)	76207344	2633028	United States of America

Owner	Trademark	Application Number	Registration Number (for registered trademarks only)	Country
Thomson Reuters (Healthcare) Inc.	STCS	75711006	2598453	United States of America
Thomson Reuters (Healthcare) Inc.	TOMES	649351	649351	Australia
Thomson Reuters (Healthcare) Inc.	TOMES	14486	30342	Peru
Thomson Reuters (Healthcare) Inc.	TOMES	327988	Kor77208	Thailand
Thomson Reuters (Healthcare) Inc.	TOMES	327989	Bor6502	Thailand
Thomson Reuters (Healthcare) Inc.	TOMES	73805975	1598304	United States of America
Thomson Reuters (Healthcare) Inc.	TOMES	73806234	1604127	United States of America
Thomson Reuters (Healthcare) Inc.	TOMES PLUS	841382	569175	Benelux
Thomson Reuters (Healthcare) Inc.	TOMES PLUS	9-116463	4204165	Japan
Thomson Reuters (Healthcare) Inc.	TOMES PLUS	327990	Kor79699	Thailand
Thomson Reuters (Healthcare) Inc.	TOMES PLUS	327991	Bor6427	Thailand
Thomson Reuters (Healthcare) Inc.	TOMES PLUS	74103461	1655861	United States of America
Thomson Reuters (Healthcare) Inc.	TOMES PLUS	74100917	1655456	United States of America
Thomson Reuters (Healthcare) Inc.	TOXPOINTS	75326076	2298625	United States of America
Thomson Reuters (Healthcare) Inc.	TRANSLATION ENGINE	76345014	2701558	United States of America
Thomson Reuters (Healthcare) Inc.	ULTIMEDEX	77452065	3536921	United States of America
Thomson Reuters (Healthcare) Inc.	CONSUMER ADVANTAGE	77330249	3673757	United States of America
Thomson Reuters (Healthcare) Inc.	INTERCEPT	85344612		United States of America



Joinder Agreement

June 6, 2012

VCPH Holding Corp.  
777 E. Eisenhower Parkway  
Ann Arbor, MI 48108

JPMorgan Chase Bank, N.A.  
J.P. Morgan Securities LLC  
383 Madison Avenue, 24th Floor  
New York, NY 10179

Ladies and Gentlemen:

Reference is made to the Trademark Security Agreement (the "Trademark Security Agreement"), effective as of June 6, 2012 by Wolverine Healthcare Analytics, Inc., a Delaware corporation, located at 777 E. Eisenhower Parkway, Ann Arbor, MI 48108 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of June 6, 2012 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), initially among the Grantor (as Borrower) to be merged with and into Thomson Reuters (Healthcare) Inc., a Delaware corporation (the "Company"), VCPH Holding Corp., a Delaware corporation ("Holdings"), the Lenders, Morgan Stanley Senior Funding, Inc. and UBS Securities LLC, as co-documentation agents, Merrill Lynch, Pierce, Fenner & Smith Incorporated, as syndication agent, and the Administrative Agent. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement.

The Company agrees that this joinder agreement (the "Joinder Agreement") is being executed and delivered in connection with the security interests created under the Trademark Security Agreement and the Facilities being made available to the Borrower pursuant to the Credit Agreement.

1. Joinder. The Company hereby agrees to be bound by the terms, conditions and other provisions of the Trademark Security Agreement with all attendant rights, duties and obligations stated therein with the same force and effect as if originally named as the "Borrower" and the "Grantor".

2. Representations, Warranties and Agreements of the Company. The Company represents and warrants on and as of the date hereof that:

(a) The Company has the corporate or organizational power and authority to execute, deliver and perform this Joinder Agreement and to consummate the transactions contemplated hereby and this Joinder Agreement has been duly authorized, executed and delivered by the Company.

(b) the representations, warranties and agreements of the Company set forth in the Trademark Security Agreement are true and correct on and as of the date hereof.

**3. GOVERNING LAW. THIS JOINDER AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

4. Counterparts. This Joinder Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

5. Amendments. No amendment or waiver of any provision of this Joinder Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

6. Headings. All headings of this Joinder Agreement are included for convenience of reference only and shall not be deemed a part of this Joinder Agreement.

7. Survival. This Joinder Agreement does not cancel, extinguish, limit or otherwise adversely affect any right or obligation of the parties under the Trademark Security Agreement. The Company acknowledges and agrees that all of the provisions of the Trademark Security Agreement shall remain in full force and effect.

If the foregoing is in accordance with your understanding of our agreement, please indicate your acceptance of this Joinder Agreement by signing in the space provided below, whereupon this Joinder Agreement and the Trademark Security Agreement will become binding agreements among the Company, the Grantor and the Administrative Agent in accordance with their terms.

THOMSON REUTERS (HEALTHCARE) INC.  
(TO BE RENAMED TRUVEN HEALTH  
ANALYTICS INC.)

By:   
Name: Mike Boswood  
Title: President and CEO

[Signature Page to Joinder to Trademark Security Agreement]

TRADEMARK  
REEL: 004816 FRAME: 0707

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "THOMSON REUTERS (HEALTHCARE) INC.", FILED IN THIS OFFICE ON THE SIXTH DAY OF JUNE, A.D. 2012, AT 1:03 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2688848 8100

120708937



You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 9622597

DATE: 06-06-12

TRADEMARK  
REEL: 004816 FRAME: 0708

**CERTIFICATE OF AMENDMENT**  
**OF**  
**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**  
**OF**  
**THOMSON REUTERS (HEALTHCARE) INC.**

**JUNE 6, 2012**

Thomson Reuters (Healthcare) Inc., a Delaware corporation (the "Corporation"), hereby certifies as follows:

FIRST. The board of directors of the Corporation duly adopted a resolution setting forth and declaring advisable this amendment of Article FIRST of the Amended and Restated Certificate of Incorporation of the Corporation so that, as amended, such Article shall read as follows:

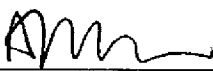
"FIRST. The name of the corporation is Truven Health Analytics Inc. (the "Corporation")."

SECOND. In lieu of a vote of stockholders, written consent to the foregoing amendment has been given by the holders of all of the outstanding stock entitled to vote thereon in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware, as amended (the "DGCL"), and such amendment has been duly adopted in accordance with the provisions of Section 242 of the DGCL.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by an authorized officer as of the date first written above.

THOMSON REUTERS (HEALTHCARE)  
INC.

By:   
Name: Andra Heller  
Title: Secretary and General Counsel

[Signature Page to Certificate of Amendment of Certificate of Incorporation  
of Thomson Reuters (Healthcare) Inc.]

**TRADEMARK**  
**REEL: 004816 FRAME: 0710**

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"WOLVERINE HEALTHCARE ANALYTICS, INC.", A DELAWARE CORPORATION,


WITH AND INTO "THOMSON REUTERS (HEALTHCARE) INC." UNDER THE NAME OF "THOMSON REUTERS (HEALTHCARE) INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTH DAY OF JUNE, A.D. 2012, AT 11:02 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2688848 8100M

120707964



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 9621889

DATE: 06-06-12

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

TRADEMARK  
REEL: 004816 FRAME: 0711

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

WOLVERINE HEALTHCARE ANALYTICS, INC.

INTO

THOMSON REUTERS (HEALTHCARE) INC.

**Pursuant to Section 253 of the  
General Corporation Law of the State of Delaware**

**JUNE 6, 2012**

Wolverine Healthcare Analytics, Inc. (the "Corporation"), a corporation duly organized and existing under the laws of Delaware hereby certifies as follows:

FIRST. The Corporation was duly organized pursuant to the provisions of the General Corporation Law of the State of Delaware, as amended (the "DGCL"), on the 16th day of May, 2012.

SECOND. The Corporation owns all of the outstanding shares of each class of the stock of Thomson Reuters (Healthcare) Inc. (the "Subsidiary"), a Delaware corporation duly organized pursuant to the provisions of the DGCL on the 27th day of November, 1996.

THIRD. The board of directors of the Corporation (the "Board") by the resolutions annexed hereto as Annex A, duly adopted by unanimous written consent of the Board pursuant to Section 141(f) of the DGCL, dated June 6, 2012, determined to merge the Corporation into the Subsidiary, in accordance with Section 253 of the DGCL (the "Merger"), whereby the separate corporate existence of the Corporation will cease, and the Subsidiary shall continue as the surviving corporation (the "Surviving Corporation").

FOURTH. The Certificate of Incorporation of the Subsidiary in effect immediately prior to the Merger shall be amended and restated to read as set forth on Exhibit A hereto, and, as so amended, shall be the Amended and Restated Certificate of Incorporation of the Surviving Corporation.

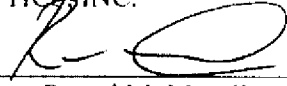
FIFTH. Pursuant to Section 228 of the DGCL, the Merger has been duly approved by the sole holder of all of the outstanding shares of the sole class of the stock of the Corporation by written consent in lieu of a meeting.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Company has caused this certificate to be executed and acknowledged by its authorized officer as of the date first written above.

WOLVERINE HEALTHCARE  
ANALYTICS, INC.

By:   
Name: Ramzi M. Musallam  
Title: Secretary

**ANNEX A**

**UNANIMOUS WRITTEN CONSENT**

**OF**

**THE BOARD OF DIRECTORS**

**OF**

**WOLVERINE HEALTHCARE ANALYTICS, INC.**

**JUNE 6, 2012**

THE UNDERSIGNED, being all of the members of the Board of Directors (the "Board") of Wolverine Healthcare Analytics, Inc., a Delaware corporation (the "Corporation"), acting by written consent without a meeting, pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, as amended ("DGCL"), do hereby consent to the adoption of the following resolutions and direct that this consent be filed with the minutes of the proceedings of the Board:

NOW THEREFORE LET IT BE RESOLVED, that the merger of the Corporation into Thomson Reuters (Healthcare) Inc., a Delaware corporation (the "Subsidiary"), in accordance with Section 253 of the DGCL, whereby the separate corporate existence of the Corporation will cease, and the Subsidiary shall continue as the surviving corporation, assuming all of the rights and obligations of the Corporation (the "Merger"), shall become effective upon filing a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware (the "Effective Time");

RESOLVED, that at the Effective Time, by virtue of the Merger and without any further action on the part of the Subsidiary, the Corporation or a stockholder thereof, each then-outstanding share of common stock of the Corporation (the "Corporation Stock") shall be automatically converted into a fully paid and nonassessable share of common stock of the Subsidiary, held by the person that was the holder of such Corporation Stock immediately prior to the Effective Time;

RESOLVED, that on or after the Effective Time, upon the surrender by the stockholders of the Corporation of the certificate or certificates (the "Certificate") that immediately prior to the Effective Time represented the Corporation Stock for cancellation shall entitle the holder of such Certificate to receive in exchange therefor a certificate representing the shares of the Subsidiary into which the Corporation Stock has been converted and shall be so registered on the books and records of the Subsidiary;

RESOLVED, that the Certificate of Incorporation of the Subsidiary in effect immediately prior to the Merger shall be amended and restated to read as set forth on Exhibit A hereto, and, as so amended, shall be the Amended and Restated Certificate of Incorporation of the Surviving Corporation.

RESOLVED, that the by-laws of the Corporation in effect immediately prior to the Effective Time shall be the by-laws of the Surviving Corporation.

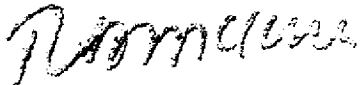
RESOLVED, that upon the approval of the Merger by the stockholders, each officer of the Corporation is hereby authorized and directed to make and execute a Certificate of Ownership and Merger setting forth a copy of these resolutions authorizing the Merger and to cause the same to be filed with the Secretary of State of the State of Delaware, and to do all acts and things necessary or proper to effect said Merger;

RESOLVED, that upon the approval of the Merger by the stockholders, each officer of the Corporation is authorized to take any and all actions, in the name and on behalf of the Corporation, and to negotiate, execute, deliver, prepare and file, or cause to be negotiated, executed, delivered, prepared and filed, as the case may be, in the name and on behalf of the Corporation, any and all agreements, instruments, certificates, filings, applications and other documents that such officer may deem necessary, desirable or appropriate in order to effect the Merger and/or to effectuate and carry out fully the purposes of any and all of the foregoing resolutions; and

RESOLVED, that any and all actions taken by any officer of the Corporation in connection with, or with respect to, the matters contemplated by or referred to in the foregoing resolutions on or prior to the date of this consent are hereby ratified, confirmed and approved in all respects.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned directors have duly executed this consent as of the date first written above.

By:   
\_\_\_\_\_  
Name: Robert B. McKeon  
Title: Director

By:   
\_\_\_\_\_  
Name: Ramzi M. Musallam  
Title: Director

**EXHIBIT A**

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF  
THOMSON REUTERS (HEALTHCARE) INC.**

FIRST. The name of the corporation is Thomson Reuters (Healthcare) Inc. (the "Corporation").

SECOND. The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle, 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware, as from time to time amended.

FOURTH.

(a) The total number of shares which the Corporation shall have authority to issue is 1,000 shares of common stock with a par value of \$0.01 per share.

(b) Except as otherwise provided by law, the shares of stock of the Corporation may be issued by the Corporation from time to time and in such amounts, for such consideration and for such corporate purposes as the Board of Directors may from time to time determine.

FIFTH. In furtherance and not in limitation of the powers conferred by law, subject to any limitations contained elsewhere in this Certificate of Incorporation, by-laws of the Corporation (the "By-laws") may be adopted, amended or repealed by a majority of the Board of Directors, but any By-laws adopted by the Board of Directors may be amended or repealed by the stockholders entitled to vote thereon. Election of directors need not be by written ballot.

SIXTH.

(a) A director of the Corporation shall not be personally liable either to the Corporation or to any stockholder for monetary damages for breach of fiduciary duty as a director, except (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, or (ii) for acts or omissions which are not in good faith or which involve intentional misconduct or knowing violation of the law, or (iii) for any matter in respect of which such director shall be liable under Section 174 of the General Corporation Law of the State of Delaware or any amendment thereto or successor provision thereto or (iv) for any transaction from which the director shall have derived an improper personal benefit. Neither amendment nor repeal of this paragraph (a) nor the adoption of any provision of the Certificate of Incorporation of the Corporation inconsistent with this paragraph (a) shall eliminate or reduce the effect of this paragraph (a) in respect of any matter occurring, or any cause of action, suit or

claim that, but for this paragraph (a) of this Article SIXTH, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to, or testifies in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person is or was a director or officer of the Corporation, or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permitted by law, and the Corporation may adopt By-laws or enter into agreements with any such person for the purpose of providing for such indemnification.