

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TC3 Health, Inc.		06/26/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Medifax-EDI Holding Company
Street Address:	1283 Murfreesboro Road
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37217
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3036970	OFAC SECURE
Registration Number:	3936544	SIU-EZ
Registration Number:	2604909	TC3 TOTAL CLAIMS CAPTURE & CONTROL
Registration Number:	3233355	TRUCLAIM

CORRESPONDENCE DATA	
Fax Number:	6157420410
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	615-742-7760
Email:	trademarks@bassberry.com
Correspondent Name:	Robert L. Brewer
Address Line 1:	150 3rd Avenue South
Address Line 2:	Suite 2800
Address Line 4:	Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER:	115992-121
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NAME OF SUBMITTER:	Robert L. Brewer
Signature:	/Robert L. Brewer/
Date:	07/09/2012
Total Attachments: 5 source=TC3 Health-Medifax TM Assignment#page1.tif source=TC3 Health-Medifax TM Assignment#page2.tif source=TC3 Health-Medifax TM Assignment#page3.tif source=TC3 Health-Medifax TM Assignment#page4.tif source=TC3 Health-Medifax TM Assignment#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 26, 2012, by and among TC3 Health, Inc., a Delaware corporation ("Assignor"), and Medifax-EDI Holding Company, a Delaware corporation ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties".

WHEREAS, Assignor and Assignee are Parties to that certain Agreement and Plan of Merger, dated April 27, 2012 (the "Merger Agreement"); and

WHEREAS, pursuant to the Merger Agreement, Assignee acquired all rights, title and interest in and to certain trademarks, service marks, logos and trade names, including without limitation the trademarks and service marks identified on Schedule 1 and domain names identified on Schedule 2, each of which is attached hereto and incorporated by this reference (hereinafter referred to as the "Marks"); and

WHEREAS, the Parties desire to enter into this Assignment to effect the purposes contemplated by the Merger Agreement and for the purposes of assigning the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor agrees as follows:

1. Assignor hereby transfers, conveys, assigns, sets over and delivers to Assignee, and Assignee hereby accepts, all rights, title, and interests in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks, including without limitation, any extensions and renewals of the Marks, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for infringement of or improper activities regarding the Marks, the right to assume any licenses connected with the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. At any time on or after the date of this Assignment, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Marks and all legal equivalents as may be known or accessible to Assignor.

3. Assignor represents and warrants that Assignor has not previously assigned to any third party any right, title or interest in or to any of the Marks or the goodwill of Assignor with respect thereto. Assignor acknowledges that Assignor shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Marks. Assignor represents that it has discontinued all use of the Marks from and after the date of Closing (as such term is defined in the Merger Agreement).

4. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be

invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

5. The terms of the Merger Agreement are incorporated herein by this reference. This Assignment is executed and delivered in connection with the Merger Agreement and shall not be interpreted or construed as varying in any respect the agreements, covenants, representations or warranties of the Parties contained therein. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignor and Assignee.

6. This Assignment is absolute, exclusive and irrevocable.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page and Schedules to Follow this Page]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

Assignor: TC3 Health, Inc.

By: Lowell Stokes

Name: Lowell Stokes

Title: Assistant Secretary

Assignee: Medifax-EDI Holding Company

By: Lowell Stokes

Name: Lowell Stokes

Title: Assistant Secretary

Schedule 1

Registered Trademarks

<i>Country</i>	<i>Serial No.</i>	<i>Reg. No.</i>	<i>Mark</i>	<i>Reg. Date</i>
USA	78556362	3036970	OFAC SECURE	27-Dec-05
USA	77937116	3936544	SIU-EZ	29-Mar-11
USA	78042592	2604909	TC3 TOTAL CLAIMS CAPTURE & CONTROL	06-Aug-02
USA	78916336	3233355	TRUCLAIM	24-Apr-07

Unregistered Trademarks

<i>Country</i>	<i>Mark</i>
USA	TruClaim – Case Tracker
USA	TruClaim – APN (Access Plus Network)
USA	TruClaim – Defense Portal
USA	TruClaim – Provider Match

Schedule 2

Domain Names

TC3health.com
casetracker.tc3health.com
ctretro.tc3health.com
ftp.tc3health.com
mail.tc3health.com
management.tc3health.com
portal.tc3health.com
truclaim.tc3health.com
vpn1.tc3health.com
vpn2.tc3health.com
www.tc3health.com
tc3health.net
tc3health.org
truclaim.com
truclaim.net

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