

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Senior Subordinated Debt)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HCC, INC.	FORMERLY 1-REX, INC. and FDS, INC.	08/27/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza, MD 109047
Internal Address:	Attention: Mezzanine Finance Group
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2224727	HEALTHCARE VISION
Registration Number:	2260129	TOTAL LIPID CARE
Registration Number:	2667106	TELECARE
Registration Number:	2283251	ATM
Registration Number:	1717757	TELECARE
Registration Number:	2344187	DIET DIABETES INSTRUCTION, EDUCATION & TRAINING
Registration Number:	2460730	ACE
Registration Number:	2370618	EZ-DME
Registration Number:	2672514	VISUAL PHARMACY
Registration Number:	2757183	RENDEZVOUS IMAGE SERVER
Registration Number:	2792355	RENDEZVIEWER
Registration Number:	2028648	ALPHA-CARE
Registration Number:	2026901	ALPHA-POS

CH \$940.00 2224727

Registration Number:	2019207	HCC:HME
Registration Number:	2875632	PAYOR'S HIGHEST RESPONSE
Registration Number:	3006710	DATA VOLUME REBATE BY UNIT
Registration Number:	2856971	EZ-SIGN
Registration Number:	2900742	EZ-FLOW
Registration Number:	2916248	FREEDOM DATA SERVICES
Registration Number:	2935197	ECONCILE
Registration Number:	2955038	COMPLYCHEK
Registration Number:	2970479	EZ DATA WAREHOUSE
Registration Number:	3004234	COUNSELCHK
Registration Number:	3017679	EZ-BUSINESS ANALYSIS
Registration Number:	3066464	EZ-SWITCH
Registration Number:	3066465	EZ-DATA
Registration Number:	3054719	TOTAL LIPID CARE
Registration Number:	3464093	RX-1 ENTERPRISE
Registration Number:	3280756	EZ E-SCRIPT
Registration Number:	3138956	EZ-VUE
Registration Number:	3492645	FDS MANAGERX PLUS
Registration Number:	3488647	FDS MANAGERX
Registration Number:	3240948	POD
Registration Number:	3355477	WEB DME
Registration Number:	3958598	RXCLASSROOM
Registration Number:	2466800	WEB DME
Serial Number:	77784582	RX-1 EFILL

CORRESPONDENCE DATA

Fax Number: 2025339099

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

Phone: 202-467-8856

Email: iplaw@vorys.com, rsdonnell@vorys.com,
jspiantanida@vorys.com, rwilliams@vorys.com

Correspondent Name: Vorys, Sater, Seymour and Pease LLP

Address Line 1: P.O. Box 2255 -- IPLAW@Vorys

Address Line 2: Attn: Richard S. Donnell, Esq.

Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:

005252-797/1707/TM2-HCC

TRADEMARK
REEL: 004850 FRAME: 0946

	Richard S. Donnell
Signature:	/richard s donnell/
Date:	08/28/2012
Total Attachments: 16 source=Trademark Security Agreement -Senior Sub. (Allrex) #page1.tif source=Trademark Security Agreement -Senior Sub. (Allrex) #page2.tif source=Trademark Security Agreement -Senior Sub. (Allrex) #page3.tif source=Trademark Security Agreement -Senior Sub. (Allrex) #page4.tif source=Trademark Security Agreement -Senior Sub. (Allrex) #page5.tif source=Trademark Security Agreement -Senior Sub. (Allrex) #page6.tif source=Trademark Security Agreement -Senior Sub. (Allrex) #page7.tif source=Trademark Security Agreement -Senior Sub. (Allrex) #page8.tif source=Trademark Security Agreement -Senior Sub. (Allrex) #page9.tif source=Trademark Security Agreement -Senior Sub. (Allrex) #page10.tif source=Trademark Security Agreement -Senior Sub. (Allrex) #page11.tif source=Trademark Security Agreement -Senior Sub. (Allrex) #page12.tif source=Trademark Security Agreement -Senior Sub. (Allrex) #page13.tif source=Trademark Security Agreement -Senior Sub. (Allrex) #page14.tif source=Trademark Security Agreement -Senior Sub. (Allrex) #page15.tif source=Trademark Security Agreement -Senior Sub. (Allrex) #page16.tif	

A FIFTH THIRD BANCORP BANK**TRADEMARK SECURITY AGREEMENT**

(Senior Subordinated Debt)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 27, 2012 (the "Effective Date"), is entered into by and between **HCC, INC.**, a Delaware corporation formerly known as 1-Rex, Inc. ("HCC"), and **FDS, INC.**, a Delaware corporation ("FDS" and together with HCC, each a "Debtor" and, collectively, "Debtors"), whose principal place of business and mailing address is 2601 Scott Avenue, Suite 600, Fort Worth, Texas 76103, and **FIFTH THIRD BANK**, an Ohio banking corporation, through its Mezzanine Finance Group ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (in such capacities, "Secured Party"). Each Debtor hereby grants to Secured Party a continuing security interest in and to, and Lien on, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. Debtors and Secured Party hereby further agree as follows:

1. SECURED OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Senior Subordinated Credit Agreement dated of even date herewith by and among Lender, Debtors and the other parties thereto (as may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement").

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the "Trademark Collateral") comprises collectively: (a) all of each Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of each Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark registrations and applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4) (each Debtor's rights as licensor or licensee sometimes referred to in this Agreement, collectively, as "Trademark License Rights"); and (g) together in each case with the goodwill of each Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, any Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein, “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time; and “Ohio UCC” means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

4. LICENSES:

Each Debtor expressly represents, warrants, covenants and agrees that such Debtor shall not license, as licensor, any Trademarks (a “Trademark License”) (other than in the ordinary course of Business consistent with past custom and practice) without the prior written consent of Secured Party, which consent may be granted or withheld by Secured Party in accordance with this Section 4, and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement. Secured Party shall not withhold its consent to a Trademark License if: (i) such Trademark License is reasonably necessary or appropriate in the ordinary course of a Debtor’s Business and (ii) no Event of Default has occurred and is continuing.

5. REPRESENTATIONS AND WARRANTIES:

To induce Lender to make the Loan and other extensions of credit pursuant to the Loan Documents, each Debtor represents to Secured Party that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Credit Agreement is required to be, or is deemed to be, remade pursuant thereto, true:

(a) Each Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or otherwise have the right to grant a security interest in the Trademark Collateral, in each case free from any Lien or license except (i) for the security interest hereby granted or as otherwise disclosed on Schedule I, (ii) to the extent, if any, of Permitted Liens, and (iii) to the extent of any license expressly permitted by this Agreement;

(b) Set forth in Schedule I is a complete and accurate list of all United States federally-registered Trademarks and Trademark Licenses owned by any Debtor or in which any Debtor has any rights;

(c) Each Debtor has full right to grant the security interest hereby granted;

(d) Each United States federally-registered Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and, to Debtors’ Knowledge, each application for a trademark and service mark registration is valid, registered or registrable and enforceable. There have been no prior uses of any item of the Trademark Collateral, to Debtors’ Knowledge, which would reasonably be expected to lead to such item

becoming invalid or unenforceable, including to Debtors' Knowledge, prior unauthorized uses by third Persons and uses which were not supported by the goodwill of the business connected with such item;

(e) No Debtor has granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademark Collateral except as expressly permitted by Section 4 or as otherwise disclosed on Schedule I;

(f) Reasonable and proper statutory notice has been used in all material respects in connection with the use of each United States federally-registered Trademark;

(g) To Debtors' Knowledge, the Trademark License Rights are in full force and effect. No Debtor is in default under any of the Trademark License Rights and, to Debtors' Knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, could reasonably be expected to constitute a default by such Debtor under the Trademark License Rights; and

(h) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either: (i) for the grant by each Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtors, or (ii) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS: Until the Termination of this Agreement has occurred in accordance with Section 9(k):

(a) Each Debtor will furnish to Secured Party upon Secured Party's reasonable request, no more frequently than twice per Fiscal Year unless an Event of Default has occurred and is continuing, a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral; *provided* that so long as (i) FTSF is an Affiliate of Secured Party and has the right to request current lists of the Trademark Collateral in accordance with the FTSF Senior Debt Documents and (ii) no Event of Default has occurred and is continuing, Secured Party will not additionally request any current list of Trademark Collateral from Debtors but may instead rely on the current lists of Trademark Collateral requested and received by FTSF;

(b) Should any Debtor obtain an ownership interest in any United States federally-registered Trademark License Rights or United States federally-registered Trademarks which is not now identified in Schedule I: (i) such Debtor will give prompt written notice to Secured Party, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each

of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Each Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtors determine in their reasonable discretion that it is in Debtors' best interest to do so, each Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each United States federally-registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings or the foreign equivalents thereof. To the extent necessary to the conduct of its business, each Debtor agrees to take corresponding steps with respect to each new or other United States federally-registered Trademark and application for Trademark registration to which such Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtors. No Debtor shall (i) abandon any registration of or any item of Trademark Collateral or abandon any right to file an application for Trademark registration, or (ii) abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of such Debtor's or its respective Affiliates' business;

(d) Each Debtor will notify Secured Party immediately in writing (i) of any information which such Debtor has received, or of which such Debtor otherwise has Knowledge, which could reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto, and (ii) when such Debtor has Knowledge: (A) that any item of the Trademark Collateral material to its business may become abandoned or dedicated; (B) of any adverse determination or any development (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral material to its business; or (C) that such Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights;

(e) Each Debtor will promptly notify Secured Party should such Debtor have Knowledge that any item of the Trademark Collateral material to its business is infringed or misappropriated by any Person, and will, to the extent that such Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in such Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other commercially reasonable actions under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtors;

(f) No Debtor will (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral except as expressly permitted by this

Agreement or the Credit Agreement; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I or as otherwise expressly permitted by the Credit Agreement; or (iii) take any other action in connection with any of the items of Trademark Collateral that could reasonably be expected to materially impair the value of the interests or rights of any Debtor or Secured Party in, to or under such Trademark Collateral;

(g) Each Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each United States federally-registered Trademark in its business;

(h) Debtors will pay all reasonable expenses and attorneys' fees incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtors agree that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral; and

(i) Notwithstanding anything to the contrary herein, so long as FTSF is an Affiliate of Lender, until the FTSF Senior Debt has been paid in full and the FTSF Senior Debt Credit Agreement has terminated:

(i) Any provision hereof that requires Debtors to (A) deliver any Trademark Collateral to Lender or (B) provide Lender with control (within the meaning of the Uniform Commercial Code) over such Trademark Collateral may be satisfied by, respectively: (1) the delivery of such Trademark Collateral by Debtors to FTSF under the FTSF Senior Debt Documents and (2) providing that FTSF be provided with such control with respect to such Trademark Collateral of Debtors; and

(ii) Any notice required to be delivered by Debtors to Secured Party under this Section 6 shall be deemed timely delivered if such notice is timely delivered by Debtors to FTSF under Section 6 of the Trademark Security Agreement (as such term is defined in the FTSF Senior Debt Credit Agreement).

7. POWER OF ATTORNEY: Each Debtor hereby makes, constitutes and appoints Secured Party its true and lawful attorney in fact to act with respect to the Trademark Collateral in any transaction, legal proceeding, or other matter in which Secured Party is acting pursuant to this Agreement. Each Debtor specifically authorizes Secured Party as its true and lawful attorney in fact: (a) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (b) to record the security interest in any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable governmental authority), and (c) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power

coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(k) of this Agreement.

8. DEFAULT:

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, at Secured Party's option and without further notice to Debtors except as expressly provided in the Credit Agreement or the other Loan Documents, resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring each Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtors will, after payment in full of all Obligations, be credited with the net proceeds of such sale only when they are actually received by Secured Party, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtors 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of such Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) each Debtor will supply to Secured Party or its designee such Debtor's (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Each Debtor acknowledges and agrees that Secured Party shall have no obligation to, and each Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable

local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtors shall bind their respective successors and assigns.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement; *provided* that nothing herein or in any of the Loan Documents shall be construed to supersede, or to have merged into, any of the FTSF Senior Debt Documents, all of which will remain in full force and effect, subject to, and in accordance with, their respective terms. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Each Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Each Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether a Debtor is an organization, the type of organization and any organizational identification number issued to a Debtor. Each Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming any Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or, upon the occurrence and during the continuance of

an Event of Default, to enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) Secured Party shall have no duty of care with respect to the Trademark Collateral except that Secured Party shall exercise reasonable care with respect to the Trademark Collateral in Secured Party's custody. Secured Party shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Secured Party accords its own property or (ii) Secured Party takes such action with respect to the Trademark Collateral as Debtors shall reasonably request in writing. Secured Party will not be deemed to have, and nothing in this subparagraph (f) may be construed to deem that Secured Party has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) Secured Party failed to comply with any request of Debtors or (B) Secured Party failed to take steps to preserve rights against any Persons in such property. Debtors agree that Secured Party has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by any Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the "Collateral" as defined in the applicable Borrower Security Agreement or Secured Party's rights or remedies respecting such "Collateral". Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the applicable Borrower Security Agreement or any other Loan Documents, which security interests and other Liens, each Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

(h) SECURED PARTY AND EACH DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

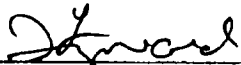
(j) Debtors recognize that, in the event that any Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to Secured Party; therefore, Debtors agree that Secured Party, if Secured Party so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(k) This Agreement will terminate ("Termination") on the full performance, payment and satisfaction of the Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted). Upon such Termination, Secured Party will, promptly upon Debtors' request and at Debtors' expense, execute and deliver to Debtors a release of the Liens granted to Secured Party hereunder on the Trademark Collateral or similar instrument of re-conveyance prepared by Secured Party and deliver UCC termination statements with respect to the Liens granted to Secured Party hereunder on the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtors, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

**HCC, INC.
FDS, INC.**

By: 
Tracy L. Ward, Chief Operating Officer,
Executive Vice President, Secretary and
Treasurer

FIFTH THIRD BANK

By: _____
Harrison S. Mullin, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(SENIOR SUBORDINATED DEBT)

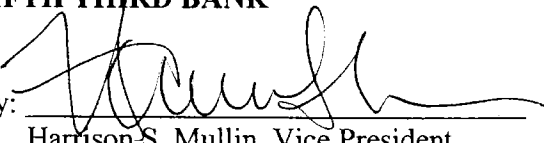
**TRADEMARK
REEL: 004850 FRAME: 0957**

IN WITNESS WHEREOF, Secured Party and Debtors, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

HCC, INC.
FDS, INC.

By: _____
Tracy L. Ward, Chief Operating Officer,
Executive Vice President, Secretary and
Treasurer

FIFTH THIRD BANK

By: 
Harrison S. Mullin, Vice President

SCHEDULE I
REGISTERED TRADEMARKS

REGISTERED TRADEMARKS AND SERVICE MARKS AND APPLICATIONS									
CLIENT/MATTER	COUNTRY	TRADEMARK	APPLICATION NO.	REGISTRATION NO.	STATUS	NEXT ACTION	PRINCIPAL OR SUPPLEMENTAL	OWNER	
1842JB.026833	US	Healthcare Vision™	75/260,840	2,224,727	Registered	Renewal due 2/16/2019	Principal	FDS	
1842JB.028937	US	TOTAL LIPID CARE (SM)	75/474,395	2,260,129	Registered	Renewal due 7/6/2019	Supplemental	FDS	
1842JB.029425	US	TELECARE™ (New)	76/221,588	2,667,106	Registered	Renewal due 12/24/2012	Principal	FDS	
1842JB.029481	US	ATM (SM)	75/543,344	2,283,251	Registered	Renewal due 10/5/2019	Principal	FDS	
1842JB.02941 I	US	TELECARE™,	74/217,698	1,717,757	Registered	Renewal due 9/22/2012	Principal	HCC	
I 1842JB.029479	US	DIET - DIABETES INSTRUCTION EDUCATION & TRAINING (SM)	75/532,237	2,344,187	Registered	Renewal due 4/18/2020	Supplemental	FDS	
1842JB.029482	US	ACE	75/543,765	2,460,730	Registered	Renewal due 6/19/2011	Principal	FDS	
1842JB.034136	US	EZ-DME (SM)	75/679,626	2,370,618	Registered	Renewal due 7/25/2020	Principal	HCC	
I 1842JB.034817	US	VISUAL PHARMACY™	75/732,201	2,672,514	Registered	Renewal due 1/17/2013	Principal	HCC	
1842JB.044662	US	RENDEZVOUS IMAGE SERVER™	76/354,443	2,757,183	Registered	Renewal due 8/26/2013	Principal	FDS	
1842JB.044661	US	RENDEZVIEWER™	76/354,440	2,792,355	Registered	Renewal due 12/9/2013	Principal	FDS	
1842JB.044664	US	ALPHA-CARE™	75/030,172	2,028,648	Registered	Renewal due 1/7/2017	Principal	HCC	
1842JB.044665	US	ALPHA-POS™	75/030,171	2,026,901	Registered	Renewal due 12/31/2016	Principal	HCC	
1842JB.044666	US	HCC HME™	75/030,169	2,019,207	Registered	Renewal due 11/26/2016	Principal	HCC	
1842JB.044663	US	PAYOR'S HIGHEST RESPONSETM & (SM)	78/194,922	2,875,632	Registered	Renewal due 8/17/2014	Principal	FDS	
1842JB.044669	US	DATA VOLUME REBATE BY UNIT (SM)	78/225,278	3,006,710	Registered	Affidavit of Use due 10/11/2011	Supplemental	FDS	

REGISTERED TRADEMARKS AND SERVICE MARKS AND APPLICATIONS

CLIENT/MATTER	COUNTRY	TRADEMARK	APPLICATION NO.	REGISTRATION NO.	STATUS	NEXT ACTION	PRINCIPAL OR SUPPLEMENTAL	OWNER
1842JB.044670	US	EZ-SIGN™	78/225,289	2,856,971	Registered	Renewal due 6/22/2014	Principal	HCC
1842JB.044671	US	EZ-FLOW™	78/225,301	2,900,742	Registered	Renewal due 11/2/2014	Principal	HCC
1842JB.044672	US	FREEDOM DATA SERVICES (SM)	78/299,886	2,916,248	Registered	Renewal due 1/4/2015	Principal	FDS
1842JB.044764	US	ECONCILE (SM) -	78/390,838	2,935,197	Registered	Renewal due 3/22/2015	Principal	FDS
1842JB.044765	US	COMPLYCHEK (SM)	78/398,859	2,955,038	Registered	Renewal due 5/24/2015	Principal	FDS
1842JB.044766	US	EZ DATA WAREHOUSE (SM)	78/421,663	2,970,479	Registered	Renewal due 7/19/2015	Principal	FDS
1842JB.044767	US	COUNSELCHek™	78/465,150	3,004,234	Registered	Awaiting Acceptance of Aff.	Principal	FDS
1842JB.044768	US	EZ-BUSINESS ANALYSIS (SM)	78/471,724	3,017,679	Registered	Affidavit of Use due 11/22/2011	Principal	FDS
1842JB.044771	US	EZ-SWITCH™	76/614,409	3,066,464	Registered	Affidavit of Use due 3/7/2012	Principal	FDS
1842JB.044772	US	EZ-DATA™	76/614,439	3,066,465	Registered	Affidavit of Use due 3/7/2012	Principal	FDS
1842JB.044773	US	TOTAL LIPID CARE (SM)	78/560,176	3,054,719	Registered	Renewal due 1/31/2016	Principal	FDS
1842JB.044779	US	RX-1 ENTERPRISE (SM)	78/707,209	3,464,093	Registered	Affidavit of Use due 7/8/2014	Principal Inc.	HCC
1842JB.044781	US	EZ E-SCRIPT (SM)	78/724,337	3,280,756	Registered	Affidavit of Use due 8/14/2013	Principal	FDS
1842JB.044776	US	EZ-VUE™	78/724,389	3,138,956	Registered	Affidavit of Use due 9/5/2012	Principal	HCC
1842JB.044775	US	FDS MANAGERX PLUS & Design (SM)	78/724,456	3,492,645 Affidavit of	Registered	Use due 8/26/2014	Principal	FDS
1842JB.044774	US	FDS MANAGERX & Design (SM)	78/724,474	3,488,647	Registered	Affidavit of Use due 8/19/2014	Principal	FDS

REGISTERED TRADEMARKS AND SERVICE MARKS AND APPLICATIONS								
CLIENT/MATTER	COUNTRY	TRADEMARK	APPLICATION NO.	REGISTRATION NO.	STATUS	NEXT ACTION	PRINCIPAL OR SUPPLEMENTAL	OWNER
1842JB.044783	US	POD (Cl. 44) (SM)	78/927,419	3,240,948	Registered	Affidavit of Use due 5/8/2013	Supplemental	FDS
1842JB.044784	US	WEB DME (Principal) (SM)	77/142,932	3,355,477	Registered	Affidavit of Use due 12/18/2013	Principal	HCC
1842.IB.044789	US	RXCLASSROOM™ & (SM)	77/796,837	3,958,598	Registered	Affidavit of Use due 5/10/2017	Principal	HCC
1842JB.044788	US	RX-1 EFILL™ & (SM)	77/784,582	Registration pending until statement of use filed and	Allowed	Statement of Use/Extension of time due 12/29/2011	Principal	HCC
1842JB.037336	US	WEB DME	75/936,651	2,466,800	Registered	Renewal due 7/3/2011	Principal	HCC

IN-BOUND LICENSE AGREEMENTS IN RESPECT OF INTELLECTUAL PROPERTY LICENSED FROM THIRD PARTIES (OTHER THAN WILLIAM REX AKERS)

1. **Architext Incorporated.** Architext Software License Agreement, dated as of September 27, 2007, between Architext Incorporated and HCC, covering that certain Architext PrescriptionSet™ Software (which includes *Architext Graphics Library PrescriptionSet™*) and applicable trademarks as set forth therein.
2. **ABDC/HCC.** AmerisourceBergen Drug Corporation (“ABDC”) granted HCC the non-exclusive right to use (i) the GNP-Link™ service and product name, (ii) the GNP-Link™ logo, and (iii) the GNP-Link™ Select Vendor logo, pursuant to that certain GNP-Link™ Vendor Collaboration Agreement, dated April 30, 2008.
3. **Adheris, Inc.** Adheris, Inc. consented to FDS’s use of Adheris, Inc. trademarks, trade names, service marks, logos, identifications and other proprietary interests in connection with the provision of the Treatment Communications provided for in that certain Services Agreement, dated as of March 3, 2004, between FDS and Adheris, Inc., subsequently amended by that certain Addendum #1, dated March 3, 2004.
4. **Verizon Business/HCC.** Verizon Business Network Services, Inc. granted HCC the right to use its trademarks, service marks and trade names pursuant to that certain Fourth Amendment to the Verizon Business Service Agreement, dated April 16, 2007.
5. **Paymentech.** Paymentech, L.P. granted HCC the right to use any trade names and service marks of Paymentech, L.P., pursuant to that certain Referral Agreement, dated as of August 20, 2003, between Paymentech, L.P. and HCC.

6. **Surescripts.**

FDS holds a license to use, for internal business use only, those certain Licensed Products defined in the Pharmacy Aggregator Master Agreement, dated as of October 3, 2003, between FDS and SureScript Systems, Inc. d/b/a SureScripts (“SureScript”), subsequently amended as of April 23, 2010, by that certain Amendment No. 1 to the Pharmacy Aggregator Master Agreement, executed between FDS and Surescripts, LLC, successor-in-interest to SureScript (“Surescripts”).

FDS also holds a license to use the name and/or logo of Surescripts for marketing purposes only during the term of the above-referenced agreement.

7. **Acer ASP Agreement.** HCC holds a nonexclusive, nontransferable, royalty-free right to use the Trademarks solely within ASP’s authorized territory solely in conjunction with providing Services. ASP may not use or reproduce the Trademarks in any manner whatsoever other than as expressly described in the Agreement, dated June 1, 2012.

8. **Red Hat Partner Agreement.** HCC holds a non-exclusive, non-transferrable, royalty-free, revocable license during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of the Red Hat Products as described in the Agreement, electronically signed May 15, 2012.

**THIRD-PARTY RIGHTS TO CREDIT PARTY INTELLECTUAL
PROPERTY (OUT-BOUND LICENSE AGREEMENTS)**

1. **Verizon Business Network Services, Inc.** HCC trademarks, service marks and trade names licensed to Verizon Business Network Services, Inc., pursuant to that certain Fourth Amendment to the Verizon Business Services Agreement, dated April 16, 2007.

2. **ABDC/HCC.** HCC licensed the HCC name and logos, as well as the service and product names of HCC’s products to AmerisourceBergen Drug Corporation (“ABDC”), pursuant to that certain GNP-Link™ Vendor Collaboration Agreement, dated as of April 30, 2008, between HCC and ABDC.

3. **ABDC/FDS.** Pursuant to that certain Claims Services Collaboration Agreement, dated as of July 28, 2009, between FDS and ABDC, FDS granted ABDC a limited, non-exclusive right to use certain names and logos and the service and product names of the FDS Pharmacy Claims Services set forth below, in connection with ABDC’s advertising, marketing and promotion of FDS’s Pharmacy Claims Services as “Select Services”:

- (a) FDSsm name and logo; and
- (b) eConcile[®] Reconciliation products and services.

4. **Adheris, Inc.** FDS consented to Adheris, Inc.’s use of FDS trademarks, trade names, service marks, logos, identifications and other proprietary interests in connection with the provision of the Treatment Communications provided for in that certain Services Agreement, dated as of March 3, 2004, between FDS and Adheris, Inc., subsequently amended by that certain Addendum #1, dated March 3, 2004.

5. **Surescripts.** FDS name and/or logo licensed to Surescripts for marketing purposes only during the term of that certain Pharmacy Aggregator Master Agreement dated as of October 3, 2003, between FDS and SureScript, subsequently amended as of April 23, 2010, by that certain Amendment No. 1 to the Pharmacy Aggregator Master Agreement, executed between FDS and Surescripts.