

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
SCRIPNET, LLC		08/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	2001 Clayton Road, 2nd Floor
Internal Address:	Mail Code CA4-702-02-25
City:	Concord
State/Country:	CALIFORNIA
Postal Code:	94520
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3239914	...BECAUSE YOU HAVE BETTER THINGS TO DO WITH YOUR TIME THAN WAIT AT THE PHARMACY
Registration Number:	4114505	SCRIPNET ACCESS POINT
Registration Number:	4114506	SCRIPNET INSURANCE PAYMENT SOLUTIONS
Registration Number:	3376583	SCRIPSTAR
Registration Number:	2645676	SCRIPNET
Serial Number:	78354992	MAKING WORKERS' COMPENSATION WORK BETTER
Serial Number:	75504504	SCRIPNET

CORRESPONDENCE DATA

Fax Number: 2147455390
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-745-5226
 Email: awalker@winstead.com

CH \$190.00 3239914

Correspondent Name: Andrea Walker, Winstead PC
Address Line 1: P.O. Box 131851
Address Line 4: DALLAS, TEXAS 75313-1851

ATTORNEY DOCKET NUMBER: 9766-1233 BOA/SCRIPNET

NAME OF SUBMITTER: Andrea Walker

Signature: /Andrea Walker/

Date: 09/05/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this agreement, together with all amendments, restatements and modifications, this "Agreement"), dated as of August 31, 2012, made by SCRIPNET, LLC, a Delaware limited liability company ("Grantor"), in favor of BANK OF AMERICA, N.A., as Administrative Agent, as secured party (in such capacity, the "Administrative Agent"), for the benefit of each Secured Party.

BACKGROUND.

The Administrative Agent, the lenders party thereto, and Healthcare Solutions, Inc., a Delaware corporation, f/k/a Ancillary Healthcare Solutions, Inc. (the "Borrower"), previously entered into that certain Amended and Restated Credit Agreement, dated as January 24, 2008 (such agreement, together with all amendments and restatements thereto prior to the date hereof, the "Existing Credit Agreement"), which Existing Credit Agreement amended and restated that certain Amended and Restated Credit Agreement, dated as of July 25, 2007, among the Administrative Agent, the Borrower, and the lenders party thereto (such agreement, the "Original Credit Agreement").

The Borrower, the Lenders party thereto, and the Administrative Agent are now entering into that certain Second Amended and Restated Credit Agreement dated as of the date hereof (the "Credit Agreement"), whereby the Administrative Agent and the Lenders shall amend and restate the terms of the Existing Credit Agreement as set forth therein.

In connection with the Credit Agreement, and to secure the Borrower's obligations under the Credit Agreement, Grantor granted to the Administrative Agent, for its benefit and the benefit of Secured Parties, a security interest in the entire right, title, and interest of Grantor in and to certain property of Grantor, whether now or hereafter existing, owned, arising or acquired, pursuant to the terms of that certain Security Agreement dated as of the date hereof by and among the Borrower, Grantor, Cypress Care, Inc., a Delaware corporation, Procura Management, Inc., a Delaware corporation, and the Administrative Agent (such agreement, together with all amendments, restatements and other modifications thereto, the "Security Agreement").

It is the intention of the parties hereto that this Agreement create a first priority security interest in property of Grantor in favor of the Administrative Agent, for its benefit and the benefit of the Secured Parties, securing the payment and performance of the Secured Obligations.

It is a condition precedent to the effectiveness of the Credit Agreement that Grantor shall have executed and delivered this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Parties to (a) make the Loans under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents, and (b) to the extent applicable, make financial accommodations under Secured Hedge Agreements and Secured Cash Management Agreements, Grantor hereby agrees with the Administrative Agent, for its benefit and the benefit of the Secured Parties, as follows:

AGREEMENT

Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Trademark Office" means the United States Patent and Trademark Office.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Grantor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, Grantor hereby assigns, transfers, conveys, and grants to the Administrative Agent, for its benefit and the benefit of Secured Parties, a security interest in and mortgage upon all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) All of Grantor's present and future Trademarks, including, without limitation, those listed in Schedule A to this Agreement;

(ii) All of Grantor's right, title and interest in and to any and all present and future Licenses with respect to the Trademarks;

(iii) All present and future accounts and other rights to payment arising from, in connection with or relating to the Trademarks; and

(iv) All cash and non-cash proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to the Administrative Agent, for its benefit and the benefit of Secured Parties, under the Security Agreement and the other Loan Documents. The rights and remedies of the Administrative Agent and each Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement and the other Loan Documents.

SECTION 4. Representations and Warranties. Grantor represents and warrants to the Administrative Agent and each Secured Party that a true and correct list of all of Grantor's United States Trademarks as of the date hereof is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action, as may be reasonably requested by the Administrative Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable the Administrative Agent to exercise and enforce the Administrative Agent's and other Secured Parties' rights and remedies hereunder with respect to the Collateral, including any documents for filing with the Trademark Office or any applicable state office. The Administrative Agent may record this Agreement, an abstract thereof, or any other document describing the Administrative Agent's and other Secured Parties' interest in the Collateral with the Trademark Office at the expense of Grantor. In addition, Grantor authorizes the Administrative Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Administrative Agent.

SECTION 6. Authorization to Supplement. Grantor shall give the Administrative Agent prompt notice of any additional United States Trademarks which it acquires after the date hereof. Grantor authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule A to include any future United States Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Administrative Agent's or other Secured Parties' continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, the Administrative Agent and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Texas, except as required by mandatory provisions of

law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Texas.

SECTION 9. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, the Administrative Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original (including electronic copies containing electronic signatures) and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic copy shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronic copy shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of the Secured Obligations, the security interests created by this Agreement shall terminate and the Administrative Agent (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to the Administrative Agent, for its benefit and the benefit of Secured Parties, hereunder, including cancellation of this Agreement by written notice from the Administrative Agent to the Trademark Office.

SECTION 12. No Inconsistent Requirements. Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms; provided that in the event of any inconsistency between the provisions of this Agreement and the Security Agreement, the Security Agreement shall be controlling.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

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


GRANTOR:

SCRIPNET, LLC,
a Delaware limited liability company

By: T. E. O.
Thomas E. Oram
Treasurer

SECURED PARTY:

BANK OF AMERICA, N.A.

By: 

Denise Jones
Assistant Vice President

Signature Page to Trademark Security Agreement

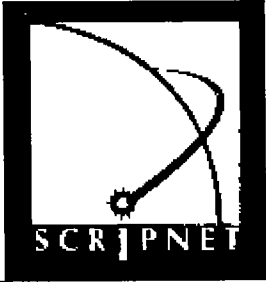

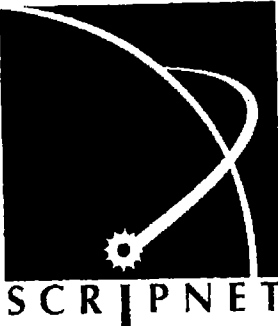
SCHEDULE A

TRADEMARKS

ScripNet, LLC

Trademark	Registration Number	Description	Registration Date
...BECAUSE YOU HAVE BETTER THINGS TO DO WITH YOUR TIME THAN WAIT AT THE PHARMACY	3,239,914	Mail order services featuring pharmaceuticals. ...BECAUSE YOU HAVE BETTER THINGS TO DO WITH YOUR TIME THAN WAIT AT THE PHARMACY	5/8/2007
SCRIPNET ACCESS POINT	4,114,505	Providing temporary use of a web-based software application used to allow insurance companies to access and manage their workers' compensation prescription drug data. SCRIPNET ACCESS POINT	3/20/2012
SCRIPNET INSURANCE PAYMENT SOLUTIONS	4,114,506	Billing support services, namely, assistance in management of business activities. SCRIPNET INSURANCE PAYMENT SOLUTIONS	3/20/2012
SCRIPSTAR	3,376,583	Providing online non-downloadable software for use in prescription adjudication. SCRIPSTAR	1/29/2008
SCRIPNET and design	2,645,676	Prescription drug services, namely, administering pharmacy reimbursement programs and services for workman's	11/5/2002

Schedule A

		compensation. 	
(Service Mark) MAKING WORKERS' COMPENSATION WORK BETTER	78-354,992	Prescription drug services, namely, administering pharmacy reimbursement programs and services for workman's compensation insurance providers and entities that provide their own self-administered workman's compensation benefits 	Abandoned 9/23/2005
MAKING WORKERS' COMPENSATION WORK BETTER	<u>Nevada:</u> SM00360114	Prescription drug services, namely, administering pharmacy reimbursement programs and services for workman's compensation	Not renewed. Expired 2/04/2009
SCRIPNET & Design	<u>75-504,504</u>	Prescription drug services, namely, administering pharmacy reimbursement programs and services for workman's compensation insurance providers and entities that provide their own self-administered workman's compensation benefits 	Abandoned 2/25/2000

Schedule A