

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
Advanced Health Media, LLC		08/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Midcap Financial SBIC, LP
Street Address:	7255 Woodmount Avenue
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	85592641	AHM
Serial Number:	78635081	INSITERESEARCH
Serial Number:	78629439	KEYSTONE SYSTEM
Serial Number:	78629476	IRIS
Serial Number:	77771226	INSITENOW
Serial Number:	78629099	INSITERESEARCH
Serial Number:	78471469	IM2
Serial Number:	76349477	COGENIX
Serial Number:	76389984	ADVANCED HEALTH MEDIA
Serial Number:	76389934	AHM
Serial Number:	77741293	SRX
Serial Number:	77741312	PFX
Serial Number:	77747352	EFX
Serial Number:	77956675	ENCOMPASS

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TRADEMARK

Serial Number:	85000505	EPIPHANY
Serial Number:	85004010	VENUEVANTAGE
Serial Number:	85074896	VENUEVANTAGE AN ADVANCED HEALTH MEDIA SOLUTIONS PROGRAM
Serial Number:	85166268	AUDIENCE GENERATION EXCHANGE (AGX)
Serial Number:	77490636	HYPER-DECK
Serial Number:	77490635	VPATIENT
Serial Number:	77490634	ECLINICAL BRIEF

CORRESPONDENCE DATA

Fax Number: 3126095005
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (312) 609-7838
Email: podonoghue@vedderprice.com
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	41012000087-DSCHOENDORFF
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	09/11/2012

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of August 31, 2012, by **ADVANCED HEALTH MEDIA, LLC**, a Delaware limited liability company ("Borrower") and the entities set forth on Annex A attached hereto (together with Borrower, collectively and individually, "Grantor"), in favor of **MIDCAP FINANCIAL SBIC, LP**, a Delaware limited partnership, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns in such capacity, "Grantee");

W I T N E S S E T H:

WHEREAS, Grantor, certain of Grantor's affiliates, Grantee and Lenders are parties to that certain Credit and Guaranty Agreement (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") and that certain Security and Pledge Agreement (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), each dated as of even date herewith, providing for extension of certain financial accommodations to be made to Borrower by Lenders and Administrative Agent; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Security Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Grantee and of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "Trademarks"), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the "Trademark Licenses"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement, the Security Agreement and the other Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Security Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Grantor of the Compliance Certificate required to be delivered by Grantor under Section 4.1 of the Credit Agreement in connection with the financial statements of Grantor and its affiliates, Grantor shall (i) provide Grantee a listing of any new Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, "New Trademarks") acquired during the fiscal quarter corresponding to such financial statement and (ii) at the request of Grantee pursuant to Section 4(k) of the Security Agreement, deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications, owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of Maryland from time to time.

6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE

CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

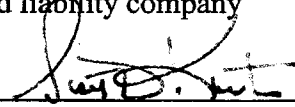
[Signature Pages Follow]

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTORS:

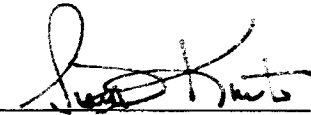
ADVANCED HEALTH MEDIA, LLC, a Delaware limited liability company

By: 

Scott Kantor
Chief Financial Officer

INSITERESEARCH, LLC,
a New Jersey limited liability company

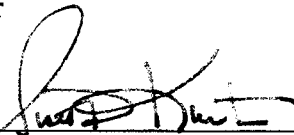
By: ADVANCED HEALTH MEDIA, LLC,
a Delaware limited liability company
Its: Sole Member

By: 

Scott Kantor
Chief Financial Officer

AHM COMPLIANCE SOLUTIONS LLC,
a New Jersey limited liability company

By: ADVANCED HEALTH MEDIA, LLC,
a Delaware limited liability company
Its: Manager

By: 

Scott Kantor
Chief Financial Officer

(Signature Page to Trademark Security Agreement)

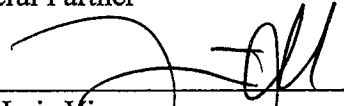
Agreed and Accepted
As of the Date First Written Above

GRANTEE:

**MIDCAP FINANCIAL SBIC, LP, a
Delaware limited partnership**

By: MIDCAP FINANCIAL SBIC GP,
LLC, a Delaware limited liability
company
Its: General Partner

By: _____


Luis Viera
Authorized Signatory


ANNEX A

GUARANTORS

- 1. INSITERESEARCH, LLC**, a New Jersey limited liability company
- 2. AHM COMPLIANCE SOLUTIONS LLC**, a New Jersey limited liability company

SCHEDULE 1

TRADEMARK APPLICATIONS

Credit Party	Trademark/Service Mark	Serial Number	Filing Date
Advanced Health Media, LLC	New Logo as depicted below: 	85/592641	4-09-2012

TRADEMARKS

Credit Party	Mark	Initial Filing Date	Serial Number	Registration Date	Registration No.	Renewal Date Opens
Advanced Health Media, LLC	<i>INSITERESEARCH</i> (drawing)	5-23-2005	78635081	1-15-2008	3369196	1-15-2013
Advanced Health Media, LLC	<i>KEYSTONE SYSTEM</i>	5-13-2005	78629439	12-26-2006 SOCU accepted 3-16-2012	3188787	12-26-2016
Advanced Health Media, LLC	<i>IRIS</i>	5-13-2005	78629476	1-23-2007 SOCU accepted 4/3/12	3200563	1/23/17
InsiteResearch	<i>InsiteNow</i>	6-30-09	77771226	3-23-2010	3762638	3-23-2015
Advanced Health Media, LLC	<i>INSITERESEARCH</i>	5-12-2005	78629099	2-19-2008	3385338	2-19-2013
Advanced Health Media, LLC	<i>IM2</i>	8-21-2004	78471469	9-19-2006 accepted 11/25/11	3144247	9-19-2016
Advanced Health Media, LLC	<i>Cogenix</i>	12-14-2001	76349477	7-19-2005 Continued use 9/24/10	2971253	7-19-2020
Advanced Health Media, LLC	<i>Advanced Health Media</i>	4-2-2002	76389984	05-11-2004 SOU 6.17.09	2841897	6.17.14
Advanced Health Media, LLC	<i>AHM</i> (drawing)	4-2-2002	76389934	12-02-2003 Accept 8 & 15 11.07.09	2788131	12-02-2013
Advanced Health Media, LLC	<i>SRX</i>	5-20-2009	77741293	1-5-10	3733808	1-5-15

Credit Party	Mark	Initial Filing Date	Serial Number	Registration Date	Registration No.	Renewal Date Opens
Advanced Health Media, LLC	<i>PFX</i>	5-20-2009	77741312	1-5-10	3733810	1-5-15
Advanced Health Media, LLC	<i>EFX</i>	5-29-2009	77747352	1-5-10	3733874	1-5-15
Advanced Health Media, LLC	<i>Encompass</i>	3-11-2010	77956675		SUSPENDED in 2010 due to pending application by PWC - registered 1.31.12 on 5.8.12 Counsel advised AHM that unless actively using mark to let go	
Advanced Health Media, LLC	<i>Epiphany</i>	3-29-2010	85000505	10-26-2010	3867667	10-26-2015
Advanced Health Media, LLC	<i>VenueVantage</i>	4-01-2010	85004010	11-23-10	3879435	11-23-2015
Advanced Health Media, LLC	<i>VenueVantage LOGO</i>	6-3-2010	85074896	2-15-11	3919595	2-15-16
Advanced Health Media, LLC	<i>Audience Generation Exchange (AGX)</i>	11-01-10	85166268	8-2-2011	4005329	8.2.16
Advanced Health Media, LLC	<i>Hyper-Deck</i>	6-04-2008	77490636	7-14-2009	3653422	7-14-2014
Advanced Health Media, LLC	<i>vpatient</i>	6-04-2008	77490365	7-14-2009	3653421	7-14-2014
Advanced Health Media, LLC	<i>eclinical brief</i>	6-04-2008	77490634	5-05-2009	3617777	5-05-2014