

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
Source Medical Solutions, Inc.		10/10/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Golub Capital LLC, as Agent
Street Address:	c/o Golub Capital Incorporated, 666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3876769	SOURCE THERAPY BILLING
Registration Number:	3930471	SOURCE MEDICAL
Registration Number:	3794725	SOURCE ADVANTAGE
Registration Number:	3478677	SOURCE MEDICAL THE FUTURE STARTS HERE.
Registration Number:	2676670	S
Registration Number:	2786950	S SOURCE MEDICAL
Registration Number:	2792350	LEARN SOURCE
Registration Number:	2792038	THERAPY SOURCE
Registration Number:	2967454	SURGI SOURCE
Registration Number:	2350541	SURGI SOURCE
Registration Number:	2331834	ADVANTX
Registration Number:	3080122	PRESCIENT VISION
Registration Number:	3203157	SERBIN SURGERY CENTER BILLING

CORRESPONDENCE DATA

900235634

**TRADEMARK**  
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Fax Number: 3129021061  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312.577.8034  
Email: oscar.ruiz@kattenlaw.com  
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
Address Line 1: 525 West Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-73
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	10/10/2012

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 10th day of October, 2012, by and between Grantor listed on the signature page hereof ("Grantor"), and **GOLUB CAPITAL LLC** ("Golub"), in its capacity as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of October 10, 2012 (as amended, restated, amended and restated, extended, refinanced, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **SM PARENT, INC.**, a Delaware corporation, as parent ("Parent"), **SOURCE MEDICAL SOLUTIONS, INC.**, a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, and Golub, as lead arranger (in such capacity, together with its successors and assigns in such capacity, "Arranger"), and as book runner (in such capacity, together with its successors and assigns in such capacity, "Book Runner"), the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Second Lien Guaranty and Security Agreement, dated as of October 12, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, extended, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used herein (including the preamble and the recitals hereof) without definition shall have the meanings ascribed thereto in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement (including Schedule 1.1 thereto), and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

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**TRADEMARK**  
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(a) all of its Trademark registrations and Trademark applications, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademark Collateral" shall not include anything that is not "Collateral" under, and as defined, in the Security Agreement.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. INTERCREDITOR AGREEMENT. Agent, First Lien Agent and Grantor have entered into that certain Intercreditor Agreement of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the “Intercreditor Agreement”). To the extent any provision of this Copyright Security Agreement conflicts with the Intercreditor Agreement, the Intercreditor Agreement shall control. If and to the extent the Agent is in possession or control of any Collateral, in addition to holding such Collateral as the representative of and for the benefit of the Lender Group, the Agent shall be deemed for all purposes to be holding such Collateral as the representative of and for the benefit of the First Lien Agent, on behalf of the First Lien Lenders, in accordance with the terms of the Intercreditor Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

**GRANTORS:**

**SM PARENT, INC.**, a Delaware corporation

By: Kim Fieldbinder  
Name: Kim Fieldbinder  
Title: Chief Financial Officer

**SOURCE MEDICAL SOLUTIONS, INC.**, a Delaware corporation

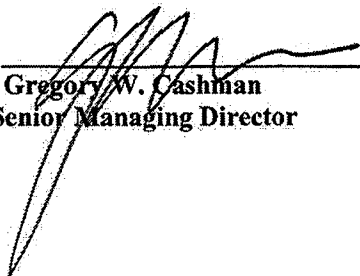
By: Kim Fieldbinder  
Name: Kim Fieldbinder  
Title: Chief Financial Officer

**HEALTH INFORMATION SYSTEMS, INC.**, a Delaware corporation

By: Kim Fieldbinder  
Name: Kim Fieldbinder  
Title: Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

AGENT: **GOLUB CAPITAL LLC, as Agent**

By:   
Name: **Gregory W. Cashman**  
Title: **Senior Managing Director**

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK AGREEMENT]

**TRADEMARK**  
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**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Mark</b>	<b>Status</b>	<b>Serial No./Reg. No.</b>	<b>Filing Date/Reg. Date</b>
VISION ONDEMAND	Notice of Allowance Issued	85/533038	2/3/2012
SOURCE THERAPY BILLING*	Registered	3876769	11/16/2010
SOURCE MEDICAL*	Registered	3930471	03/15/2011
SOURCE ADVANTAGE*	Registered	3794725	05/25/2010
SOURCE MEDICAL THE FUTURE STARTS HERE. (DESIGN)*	Registered	3478677	08/05/2008
S (AND DESIGN)	Registered	2676670	01/21/2003
S SOURCE MEDICAL*	Registered	2786950	11/25/2003
LEARN SOURCE*	Registered	2792350	12/09/2003



Mark	Status	Serial No./Reg. No.	Filing Date/Reg. Date
THERAPYSOURCE*	Registered	2792038	12/09/2003
SURGISOURCE	Registered	2967454	07/12/2005
SURGISOURCE	Registered	2350541	5/16/2000
ADVANTX*	Registered	2331834	03/21/2000
PRESCIENT VISION*	Registered (Company does not intend to take steps to maintain this registration)	3080122	4/11/2006
SERBIN SURGERY CENTER BILLING	Registered (Company does not intend to take steps to maintain this registration)	3203157	1/23/2007

**Trade Names**