

## 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
Lumeris, Inc.		10/18/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	Two Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85733101	ACCOUNTABLE DELIVERY SYSTEM INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-3458		
Email:	slake@kslaw.com		
Correspondent Name:	Susan Lake, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09642-015035		
NAME OF SUBMITTER:	Susan Lake		
Signature:	/Susan Lake/		

Date:

10/24/2012

**Total Attachments: 6**

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## SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") dated as of October 18, 2012 is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined below).

WHEREAS, the Grantors are party to that certain Loan and Security Agreement dated as of June 1, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), among Lumeris, Inc. ("Borrower"), Essence Group Holdings Corporation ("EGHC"), the other loan parties party thereto from time to time, the Lenders from time to time party thereto (the "Lenders") and the Agent;

WHEREAS, to induce the Lenders and the Agent to enter into the Loan and Security Agreement and to induce the Lenders to make Term Loans to Borrower thereunder, the Grantors granted Agent a security interest in all of the Grantors' Trademark Collateral pursuant to the Loan and Security Agreement and that certain Trademark Security Agreement, dated as of June 1, 2012, by Borrower and EGHC in favor of Agent (the "Trademark Security Agreement"), duly recorded in the United States Patent and Trademark Office on June 1, 2012 at Reel 04793, Frame 0475; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantors are required to supplement the Trademark Security Agreement to protect or perfect the security interest of Agent in any trademarks acquired by a Grantor after the Closing Date.

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, the Grantors hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of Lenders, and grants to the Agent for the benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the Trademarks listed on Schedule I hereto and all related Trademark Collateral (collectively, the "Additional Trademark Collateral").

Section 3. Additional Trademark Collateral. By execution and delivery of this Supplement, the Additional Trademark Collateral shall become a part of the Trademark Collateral referred to in the Trademark Security Agreement and shall secure the Obligations as if such Additional Trademark Collateral were Trademark Collateral on the date of the Trademark Security Agreement, and shall be subject to all of the terms and conditions governing Trademark Collateral under the Trademark Security Agreement. From and after the date hereof, Schedule I to the Trademark Security Agreement is hereby amended to add the Additional Trademark Collateral as described on Schedule I to this Supplement.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor retains full and complete responsibility for the prosecution,

defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

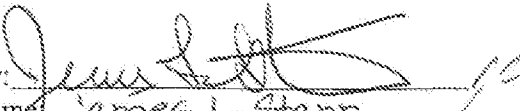
Section 5. Counterparts. This Supplement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Supplement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[Signature page follows]*

IN WITNESS WHEREOF, the Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LUMERIS, INC., as Grantor

By:   
Name: James L. Starr  
Title: CFO

ACKNOWLEDGMENT OF GRANTOR

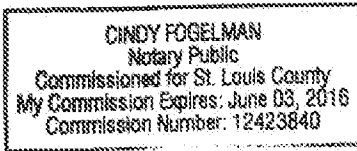
State of Missouri )

County of St. Louis )

ss,


On this 16<sup>th</sup> day of October, 2012 before me personally appeared James L. Slack, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Lumenis, Inc who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Cindy Fogelman  
Notary Public



ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:   
Name: *Scott R. Towers*  
Title: *Duly Authorized Signatory*

**Schedule I**

**Trademarks:**

<b>Filing Date</b>	<b>Serial Number</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Owner</b>
09/19/2012	85733101	ACCOUNTABLE DELIVERY SYSTEM INSTITUTE	Not Available	Lumeris, Inc.