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
Mediware Information Systems, Inc.		11/09/2012	CORPORATION: NEW YORK
Mediware Alternate Care Solutions, Inc.		11/09/2012	CORPORATION: DELAWARE
Strategic Healthcare Group, LLC		11/09/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	TPG Specialty Lending, Inc., as Collateral Agent
Street Address:	301 Commerce Street, Suite 3300
City:	Forth Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4192840	MEDIMAR
Registration Number:	3978177	MEDIWARE
Registration Number:	3085395	MEDIWARE MM MEDICATION MANAGEMENT
Registration Number:	3469894	BLOODSAFE
Registration Number:	3583799	BIOLOGICARE
Registration Number:	3048313	MEDIMAR
Registration Number:	2426523	WORX
Registration Number:	2426518	WORX
Registration Number:	2387330	HEMOCARE
Registration Number:	2112695	WORX
Registration Number:	2091578	LIFETRAK

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Registration Number:	2855292	AC-CURA
Registration Number:	3865378	CARETINUUM
Registration Number:	3452860	MY CARECENTRIC ENABLING SUCCESS
Registration Number:	3384479	MY ONE SOURCE
Registration Number:	2853082	CARECENTRIC
Registration Number:	2674890	HMEXPRESS
Registration Number:	2733168	VISIT ASSISTANT
Registration Number:	2733167	DELIVERY ASSISTANT
Registration Number:	2571424	PHARMMED
Registration Number:	2660405	HOMECARENET
Registration Number:	2395330	MESTAMED
Registration Number:	1977065	SMART CLIPBOARD
Registration Number:	4015453	E4
Registration Number:	3888336	BLOOD MANAGEMENT EXCHANGE
Registration Number:	3888337	BLOOD MANAGEMENT UNIVERSITY
Registration Number:	3691240	BLOODSTAT
Registration Number:	3922801	
Serial Number:	85273952	MEDIWARE CLOSEDLOOP CLINICAL CARE

CORRESPONDENCE DATA

Fax Number: 6175269899

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

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slatttery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	74267/008
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	11/12/2012

Total Attachments: 6

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GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Mediware Information Systems, Inc. and certain of its Subsidiaries (each individually a "Grantor" and collectively the "Grantors") and TPG Specialty Lending, Inc., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee") have entered into a Pledge and Security Agreement, dated November 9, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement") in favor of Grantee; and

WHEREAS, the delivery of this Trademark Security Agreement is required by the terms of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby agree with the Grantee as follows:

1. The Grantors do hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, excluding anything that is not "Collateral" as set forth in Section 2.2 the Security Agreement (the "Trademark Collateral") to secure the prompt payment, performance and observance of the Secured Obligations.

2. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of November 9 2012.

MEDIWARE INFORMATION SYSTEMS, INC.

By: _____
Name: Robert Watkins
Title: Chief Financial Officer

MEDIWARE ALTERNATE CARE SOLUTIONS, INC.

By: _____
Name: Robert Watkins
Title: Treasurer

STRATEGIC HEALTHCARE GROUP, LLC

By: _____
Name: Robert Watkins
Title: Treasurer

TPG SPECIALTY LENDING, INC.,
as Collateral Agent

By: _____
Name: Michael Fishman
Title: CEO

SCHEDULE A TO GRANT OF A SECURITY INTEREST

United States Trademark Registrations

Mark	**Reg. #**	**Registration Date**	**Owner**
MEDIMAR	4192840	21-Aug-2012	Mediware Information Systems, Inc.
MEDIWARE	3978177	14-Jun-2011	Mediware Information Systems, Inc.
MEDIWARE MM MEDICATION MANAGEMENT	3085395	25-Apr-2006	Mediware Information Systems, Inc.
BLOODSAFE	3469894	15-Jul-2008	Mediware Information Systems, Inc.
BIOLOGICARE	3583799	03-Mar-2009	Mediware Information Systems, Inc.
MediMAR	3048313	24-Jan-2006	Mediware Information Systems, Inc.
WORX	2426523	06-Feb-2001	Mediware Information Systems, Inc.
	2426518	06-Feb-2001	Mediware Information Systems, Inc.
HEMOCARE	2387330	19-Sep-2000	Mediware Information Systems, Inc.
WORx	2112695	11-Nov-1997	Mediware Information Systems, Inc.
LIFETRAK	2091578	26-Aug-1997	Mediware Information Systems, Inc.
AC-CURA	2855292	15-Jun-2004	Mediware Alternate Care Solutions, Inc.

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CARETINUUM	3865378	19-Oct-2010	Mediware Alternate Care Solutions, Inc.
CareCentric	3452860	24-Jun-2008	Mediware Alternate Care Solutions, Inc.
one Source	3384479	19-Feb-2008	Mediware Alternate Care Solutions, Inc.
CARECENTRIC	2853082	15-Jun-2004	Mediware Alternate Care Solutions, Inc.
HMEXPRESS	2674890	14-Jan-2003	Mediware Alternate Care Solutions, Inc.
VISIT ASSISTANT	2733168	1-Jul-2003	Mediware Alternate Care Solutions, Inc.
DELIVERY ASSISTANT	2733167	1-Jul-2003	Mediware Alternate Care Solutions, Inc.
PHARMMED	2571424	21-May-2002	Mediware Alternate Care Solutions, Inc.
HOMECARENET	2660405	10-Dec-2002	Mediware Alternate Care Solutions, Inc.
MESTAMED	2395330	17-Oct-2000	Mediware Alternate Care Solutions, Inc.
SMART CLIPBOARD	1977065	28-May-1996	Mediware Alternate Care Solutions, Inc.
AC-CURA	2855292	15-Jun-2004	Mediware Alternate Care Solutions, Inc.
CARETINUUM	3865378	19-Oct-2010	Mediware Alternate Care Solutions, Inc.
E4	4015453	23-Aug-2011	Strategic Healthcare Group, LLC (Del.)
BLOOD MANAGEMENT EXCHANGE	3888336	7-Dec-2010	Strategic Healthcare Group, LLC (Del.)
BLOOD MANAGEMENT UNIVERSITY	3888337	7-Dec-2010	Strategic Healthcare Group, LLC (Del.)
BLOODSTAT	3691240	6-Oct-2009	Strategic Healthcare Group, LLC (Del.)

Mark	Reg. #	Registration Date	Owner
	3922801	22-Feb-2011	Strategic Healthcare Group, LLC (Del.)

United States Trademark Applications

Mark	Serial Number	Filing Date	Owner
MEDIWARE CLOSEDLOOP CLINICAL CARE	85273952	22-Mar-2011	Mediware Information Systems, Inc.