

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
TractManager, Inc.		12/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3806571	CHANGING THE WAY HOSPITALS DO BUSINESS
Registration Number:	3806572	CHANGING THE WAY HOSPITALS DO BUSINESS
Registration Number:	3450163	COIDS
Registration Number:	3540947	CONTRACT COLLABORATOR
Registration Number:	2577389	
Registration Number:	2763704	
Registration Number:	2593679	MEDITRACT
Registration Number:	2918349	MEDITRACT
Registration Number:	2603589	MEDITRACT
Registration Number:	2918350	MEDITRACT
Registration Number:	2549996	PROPERTYTRACT
Registration Number:	3450251	TERMS
Registration Number:	2577388	TRACTMANAGER

OP \$440.00 3806571

Registration Number:	2763705	TRACTMANAGER
Registration Number:	2606595	TRACTMANAGER
Registration Number:	2549997	UTILITYTRACT
Serial Number:	85545219	VEF

CORRESPONDENCE DATA

Fax Number: 4044435697
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-443-5702
Email: lallen@mcguirewoods.com
Correspondent Name: Gerum Yilma, Esq.
Address Line 1: McGuireWoods LLP
Address Line 2: 1230 Peachtree Street, N.E., Suite 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2043774-0012 TRACTMANAG
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	12/28/2012

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 28, 2012, is made by TractManager, Inc., a Delaware corporation (the "Grantor"), in favor of Madison Capital Funding LLC ("Madison Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 28, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Agent, Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has granted, pursuant to a Guarantee and Collateral Agreement of even date herewith by Grantor and the other Loan Parties in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to Agent a security interest in all of Grantor's Intellectual Property (as defined therein), other than Excluded Property (as defined therein); and

WHEREAS, Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, has granted to Agent for the ratable benefit of Lenders a security interest in, all of its right, title and interest in and to the following Collateral of Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; and

(b) all Proceeds and products of any of the foregoing.

Section 3. Guarantee and Collateral Agreement. The security interest memorialized in this Trademark Security Agreement was granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and Grantor and the Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral memorialized hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event of any inconsistency or ambiguity between this Trademark Security Agreement and the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

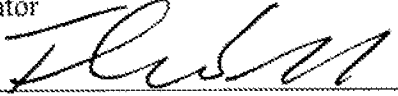
Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Remainder of page intentionally blank; signature pages follow.]

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

Very truly yours,

TRACTMANAGER, INC.,
as Grantor


By: 

Name: Thomas Rizk

Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: James Powell
Title: Senior Vice President

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

Grantor	Country	Trademark	Application. No. Filing Date	Registration No. Registered
TractManager, Inc.	USA	CHANGING THE WAY HOSPITALS DO BUSINESS	77/859819 28 OCT 2009	3806571 22 JUN 2010
TractManager, Inc.	USA	CHANGING THE WAY HOSPITALS DO BUSINESS	77/859822 28 OCT 2009	3806572 22 JUN 2010
TractManager, Inc.	USA	COIDS	77/054628 30 NOV 2006	3450163 17 JUN 2008
TractManager, Inc.	USA	CONTRACT COLLABORATOR	77/134332 19 MAR 2007	3540947 02 DEC 2008
TractManager, Inc.	USA	DESIGN ONLY	76/066051 07 JUN 2000	2577389 11 JUN 2002
TractManager, Inc.	USA	DESIGN ONLY	76/418476 06 JUN 2002	2763704 16 SEP 2003
TractManager, Inc.	USA	MEDITRACT	76/065699 07 JUN 2000	2593679 16 JUL 2002
TractManager, Inc.	USA	MEDITRACT	76421660 11 JUN 2002	2918349 18 JAN 2005
TractManager, Inc.	USA	MEDITRACT AND DESIGN	76/054779 07 JUN 2000	2603589 06 AUG 2002
TractManager, Inc.	USA	MEDITRACT AND DESIGN	76/421662 11 JUN 2002	2918350 18 JAN 2005
TractManager, Inc.	USA	PROPERTYTRACT	76/266997 06 JUN 2001	2549996 19 MAR 2002
TractManager, Inc.	USA	TERMS	77/077207 05 JAN 2007	3450251 17 JUN 2008
TractManager, Inc.	USA	TRACTMANAGER	76/066050 07 JUN 2000	2577388 11 JUN 2002
TractManager, Inc.	USA	TRACTMANAGER	76/418477 06 JUN 2002	2763705 16 SEP 2003
TractManager, Inc.	USA	TRACTMANAGER AND DESIGN	76/066074 07 JUN 2000	2606595 13 AUG 2002

Grantor	Country	Trademark	Application. No. Filing Date	Registration No. Registered
TractManager, Inc.	USA	UTILITYTRACT	76/266998 06 JUN 2001	2549997 19 MAR 2002
TractManager, Inc.	COLOMBIA	MEDITRACT	1225974 14 FEB 2012	455996 24 AUG 2012
TractManager, Inc.	COLOMBIA	MEDITRACT	1225971 14 FEB 2012	455995 24 AUG 2012
TractManager, Inc.	COLOMBIA	PROPERTYTRACT	1225944 14 FEB 2012	455993 24 AUG 2012
TractManager, Inc.	COLOMBIA	PROPERTYTRACT	1225969 14 FEB 2012	455994 24 AUG 2012
TractManager, Inc.	CTM	MEDITRACT	IR 1062516 08 DEC 2010	IR 1062516 08 DEC 2010
TractManager, Inc.	CTM	PROPERTYTRACT	2490142 05 DEC 2001	2490142 22 MAY 2003
TractManager, Inc.	EGYPT	MEDITRACT	IR 1062516 08 DEC 2010	IR 1062516 08 DEC 2010
TractManager, Inc.	EGYPT	PROPERTYTRACT	IR 1063419 08 DEC 2010	IR 1063419 08 DEC 2010
TractManager, Inc.	International	MEDITRACT	IR 1062516 08 DEC 2010	IR 1062516 08 DEC 2010
TractManager, Inc.	International	PROPERTYTRACT	IR 1063419 08 DEC 2010	IR 1063419 08 DEC 2010
TractManager, Inc.	MALAYSIA	MEDITRACT	2010024507 22 DEC 2010	2010024507 27 FEB 2012
TractManager, Inc.	MALAYSIA	PROPERTYTRACT	2010024509 22 DEC 2010	2010024509 20 JUN 2012
TractManager, Inc.	TURKEY	MEDITRACT	IR 1062516 08 DEC 2010	IR 1062516 08 DEC 2010
TractManager, Inc.	TURKEY	PROPERTYTRACT	IR 1063419 08 DEC 2010	IR 1063419 08 DEC 2010

2. TRADEMARK APPLICATIONS

Grantor	Country	Trademark	Application. No. Filing Date	Registration No. Registered
TractManager, Inc.	USA	VEF	85/545219 15 FEB 2012	
TractManager, Inc.	BRAZIL	MEDITRACT	840031050 17 FEB 2012	
TractManager, Inc.	BRAZIL	MEDITRACT	840031068 17 FEB 2012	
TractManager, Inc.	BRAZIL	PROPERTYTRACT	840031076 17 FEB 2012	
TractManager, Inc.	BRAZIL	PROPERTYTRACT	840031084 17 FEB 2012	
TractManager, Inc.	BRAZIL	TRACTMANAGER	904643727 26 MAR 2012	
TractManager, Inc.	BRAZIL	TRACTMANAGER	904643743 26 MAR 2012	
TractManager, Inc.	BRAZIL	TRACTMANAGER AND DESIGN	904654354 28 MAR 2012	
TractManager, Inc.	BRAZIL	TRACTMANAGER AND DESIGN	904654281 28 MAR 2012	
TractManager, Inc.	COLOMBIA	TRACTMANAGER	1248195 n/a	
TractManager, Inc.	COLOMBIA	TRACTMANAGER	1248196 n/a	
TractManager, Inc.	MALAYSIA	MEDITRACT	2010024508 22 DEC 2010	
TractManager, Inc.	MALAYSIA	PROPERTYTRACT	2010024510 22 DEC 2010	
TractManager, Inc.	SAUDI ARABIA	MEDITRACT	99276509 N/A	
TractManager, Inc.	SAUDI ARABIA	MEDITRACT	99277586 n/a	
TractManager, Inc.	SAUDI ARABIA	PROPERTYTRACT	99276878 N/A	
TractManager, Inc.	SAUDI ARABIA	PROPERTYTRACT	99279192 N/A	