

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
Access Communications, LLC		03/20/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	OCM Access Holdings Limited, as collateral agent
Street Address:	1301 Avenue of the Americas
Internal Address:	34th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	COMPANY: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4269792	BEHIND THE GLASS
Registration Number:	4299508	COST & COVERAGE
Registration Number:	4269802	VPROP
Registration Number:	4222414	AG THE ACCESS GROUP
Registration Number:	4126263	PROMIDIAN
Registration Number:	3747091	STRATAMED
Serial Number:	85405270	CCESSALLIANCE
Serial Number:	85119888	S 3 STRATEGIC SELLING SOLUTIONS
Serial Number:	85575146	FORMULARY INTEGRATION AND PULL-THROUGH
Serial Number:	85575062	FLIP

CORRESPONDENCE DATA

Fax Number: 3122585700

CH \$265.00 4269792

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

Phone: 312-258-5724
Email: cbollinger@schiffhardin.com
Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	31158-0010
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	03/22/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2013, is made by Access Communications, LLC, a Delaware limited liability company (the "Grantor"), in favor of OCM Access Holdings Limited, a company organized under the laws of The Cayman Islands, in its capacity as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

W I T N E S S E T H:

WHEREAS, the Grantor is a party to the Pledge and Security Agreement dated as of the date hereof made by the Grantor and certain of its Affiliates in favor of Collateral Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent to enter into the Pledge and Security Agreement, the Grantor hereby agrees with Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor, whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or Trademark License; and

(d) all income, royalties, proceeds and liabilities at any time due or payable to the Grantor or asserted by the Grantor under and with respect to any of the foregoing, including, without limitation, all rights of the Grantor to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The parties hereto hereby agree that, anything herein to the contrary notwithstanding, the Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Grantor's Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK (EXCLUDING ANY CONFLICTS OF LAW RULES WHICH WOULD OTHERWISE CAUSE THIS AGREEMENT TO BE CONSTRUED OR ENFORCED IN ACCORDANCE WITH, OR THE RIGHTS OF THE PARTIES TO BE GOVERNED BY, THE LAWS OF ANY OTHER JURISDICTION).

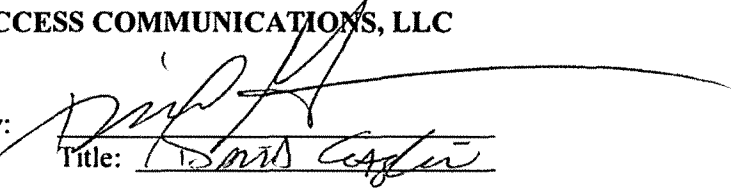
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

ACCESS COMMUNICATIONS, LLC

By:

Title:


Tom Caplan

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004988 FRAME: 0406


ACCEPTED AND AGREED
as of the date first above written:

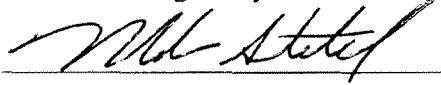
OCM ACCESS HOLDINGS LIMITED, as Collateral Agent

By: OCM Mezzanine Fund II GP, L.P.
Its: General Partner

By: Oaktree Fund GP IIA, LLC
Its: General Partner

By: Oaktree Fund GP II, L.P.
Its: Managing Member

By: 
Name: *William Casperson*
Title: Authorized Signatory

By: 
Name: *MARIAS STITCH*
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

#	Trademark	Registration or Serial #	Filing Date	Registration Date
1	Behind the Glass™	4,269,792	11/30/2012	1/1/2013
2	Cost & Coverage™	4299508	12/26/2012	3/5/2013
3	FormuLary Integration and Pull-through™	85575146 (Pending)	12/26/2012	Pending
4	FLIP	85575062 (Pending)	12/26/2012	Pending
5	vPROP™	4,269,802	11/30/2012	1/1/2013
6	AG The Access Group™	4,222,414	5/22/2012	10/9/2012
7	AccessAlliance™	85405270 (Pending)	6/19/2012	Pending
8	S3 – Strategic Selling Solutions™	85119888 (Pending)	2/3/2012	Pending
9	Promidian™	4,126,263	10/8/2010	4/10/2012
10	Stratamed™	3,747,091	9/24/2004	2/9/2010

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