

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

| SUBMISSION TYPE:   | NEW ASSIGNMENT                        |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
|--|---------------------------------------|--|-------------------------------------|----------------------|---------------------------------|----------------------------|----------------------|-------------------------------------|-------------------------------|----------------|------------|--|----------------------|---------|----------------------|--|
| NATURE OF CONVEYANCE:  | SECURITY INTEREST                     |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| CONVEYING PARTY DATA   |                                       |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>HealthTech Solutions Group, LLC</td> <td></td> <td>07/31/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Gaffey and Associates, Inc.</td> <td></td> <td>07/31/2013</td> <td>CORPORATION: CALIFORNIA</td> </tr> </tbody> </table>  | Name                                  | Formerly                                 | Execution Date                      | Entity Type          | HealthTech Solutions Group, LLC |                            | 07/31/2013           | LIMITED LIABILITY COMPANY: DELAWARE | Gaffey and Associates, Inc.   |                | 07/31/2013 | CORPORATION: CALIFORNIA                  |                      |         |                      |  |
| Name   | Formerly                              | Execution Date                           | Entity Type                         |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| HealthTech Solutions Group, LLC  |                                       | 07/31/2013                               | LIMITED LIABILITY COMPANY: DELAWARE |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Gaffey and Associates, Inc.  |                                       | 07/31/2013                               | CORPORATION: CALIFORNIA             |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| RECEIVING PARTY DATA   |                                       |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Name:  | Regions Bank                          |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Street Address:  | 150 4th Avenue North                  |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Internal Address:  | One Nashville Place                   |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| City:  | Nashville                             |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| State/Country:   | TENNESSEE                             |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Postal Code:   | 37219                                 |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Entity Type:   | CORPORATION: ALABAMA                  |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| PROPERTY NUMBERS Total: 4  |                                       |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3909251</td> <td>HEALTHTECH SOLUTIONS GROUP</td> </tr> <tr> <td>Registration Number:</td> <td>3862078</td> <td>SYNAPSE INTELLIGENT ANALYTICS</td> </tr> <tr> <td>Serial Number:</td> <td>85577355</td> <td>COLLECT MORE CASH. COLLECT MORE EFFICIEN</td> </tr> <tr> <td>Registration Number:</td> <td>4005089</td> <td>REVENUE AS A SERVICE</td> </tr> </tbody> </table> | Property Type                         | Number                                   | Word Mark                           | Registration Number: | 3909251                         | HEALTHTECH SOLUTIONS GROUP | Registration Number: | 3862078                             | SYNAPSE INTELLIGENT ANALYTICS | Serial Number: | 85577355   | COLLECT MORE CASH. COLLECT MORE EFFICIEN | Registration Number: | 4005089 | REVENUE AS A SERVICE |  |
| Property Type  | Number                                | Word Mark                                |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Registration Number:   | 3909251                               | HEALTHTECH SOLUTIONS GROUP               |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Registration Number:   | 3862078                               | SYNAPSE INTELLIGENT ANALYTICS            |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Serial Number:   | 85577355                              | COLLECT MORE CASH. COLLECT MORE EFFICIEN |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Registration Number:   | 4005089                               | REVENUE AS A SERVICE                     |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| CORRESPONDENCE DATA  |                                       |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Fax Number:  | 6157420410                            |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>  |                                       |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Phone:   | 615-742-7760                          |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Email:   | trademarks@bassberry.com              |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Correspondent Name:  | Robert L. Brewer and Martha B. Allard |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Address Line 1:  | 150 3rd Ave., S.                      |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |
| Address Line 2:  | Suite 2800                            |  |                                     |                      |                                 |                            |                      |                                     |                               |                |            |  |                      |         |                      |  |

Address Line 4: Nashville, TENNESSEE 37201

|                         |            |
|-------------------------|------------|
| ATTORNEY DOCKET NUMBER: | 108000-920 |
|-------------------------|------------|

|                    |                  |
|--------------------|------------------|
| NAME OF SUBMITTER: | Martha B. Allard |
|--------------------|------------------|

|            |                    |
|------------|--------------------|
| Signature: | /Martha B. Allard/ |
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|       |            |
|-------|------------|
| Date: | 08/01/2013 |
|-------|------------|

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 31, 2013 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by the undersigned (the “Grantors”) in favor of Regions Bank (“Regions Bank”), as administrative agent for itself and the Lenders (in such capacity, the “Administrative Agent”) under the Credit Agreement.

### RECITALS

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among HT-GAF HOLDINGS, LLC (the “Borrower”), the Lenders, and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms not otherwise defined herein and not otherwise noted parenthetically as being defined in other agreements shall have the meanings set forth in the Credit Agreement) and pursuant to that certain Guarantee and Collateral Agreement of even date herewith by and among Borrower, HealthTech Solutions Group, LLC, Gaffey and Associates, Inc., and Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), the Lenders have agreed to make certain extensions of credit to the Borrower under the Credit Agreement, all as more specifically described therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors execute and deliver this Intellectual Property Security Agreement to the Administrative Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office, as applicable; and

WHEREAS, the Grantors desire to execute this Intellectual Property Security Agreement to satisfy the condition described in the preceding paragraph.

### AGREEMENT

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

SECTION 1. GRANT OF SECURITY. The Grantors hereby grant to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in and to all of Grantors’ right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent to use” trademark application for which a statement of use has not yet been filed (but only until such statement is filed with, and accepted by, the United States Patent and Trademark Office or the equivalent thereof in any jurisdiction)), including, without limitation, each trademark registration and application for trademark registration identified in Schedule 1, (2) the right to obtain all renewals thereof, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (1) all letters patent, all reissues and extensions thereof, including, without limitation, any of the foregoing identified in Schedule 2, (2) all applications for letters patent and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing identified in Schedule 2, (3) all rights to obtain any reissues or extensions of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, and (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) (collectively, the “Patents”);

(c) (1) all copyrights, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all copyright registrations, and applications for copyright registrations identified in Schedule 3, (2) the right to obtain all renewals thereof, (3) the rights to print, publish and distribute any of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (6) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (collectively, the “Copyrights”);

(d) (1) all Patent Licenses, Trademark Licenses, and Copyright Licenses, as defined in the Guarantee and Collateral Agreement, (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations of any of the foregoing, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing.

The Intellectual Property Collateral shall not include any Excluded Property (as such term is defined in the Guarantee and Collateral Agreement); provided, that, notwithstanding the foregoing, a security interest shall be, and is hereby granted in, (A) any property immediately upon such property ceasing to be Excluded Property and (B) any and all proceeds, products, substitutions and replacements of Excluded Property to the extent such proceeds, products, substitutions and replacements do not themselves constitute Excluded Property.

SECTION 2. RECORDATION. The Grantors authorize the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer, as applicable, to record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 4. GOVERNING LAW. Unless otherwise expressly set forth herein, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York (including Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) without reference to the conflicts or choice of law principles thereof other than such Section 5-1401, except to the extent that the laws of a particular jurisdiction other than the State of New York govern the perfection, priority or enforcement of liens on and security interests in the Collateral.

SECTION 5. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Guarantee and Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned Grantors have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

HT-GAF HOLDINGS, LLC

By: Derek Morke  
Name: Derek Morke  
Title: CEO

HEALTHTECH SOLUTIONS GROUP, LLC

By: M. A. Jenness  
Name: M. A. Jenness  
Title: CFO

GAFFEY AND ASSOCIATES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned Grantors have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

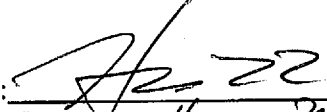
HT-GAF HOLDINGS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HEALTHTECH SOLUTIONS GROUP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GAFFEY AND ASSOCIATES, INC.

By:  \_\_\_\_\_  
Name: HUNNI PAK  
Title: CEO

**Schedule 1 to Intellectual Property Security Agreement**

**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

| <b>Owner</b>                       | <b>Mark</b>   | <b>Serial No. /<br/>Registration No.</b> | <b>Application/<br/>Registration Date</b> |
|------------------------------------|---|--|---|
| HealthTech Solutions<br>Group, LLC | HealthTech Solutions<br>Group®                      | Ser. # 77939225<br>Reg. # 3909251        | Filed 2/18/10<br>Reg 1/18/11              |
| HealthTech Solutions<br>Group, LLC | Synapse Intelligent<br>Analytics®                   | Serial #:77907892<br>Reg #:3862078       | Filed 1/8/10<br>Reg 10/12/10              |
| HealthTech Solutions<br>Group, LLC | Collect more cash.<br>Collect more<br>efficiently.™ | Serial #:85577355                        | Filed 3/22/12                             |
| Gaffey and<br>Associates, Inc.     | Revenue as a Service™                               | Serial#: 85099441<br>Reg. # 4005089      | Aug 3, 2010<br>Aug 2, 2011                |



**Schedule 2 to Intellectual Property Security Agreement**

**REGISTERED PATENTS AND PATENT APPLICATIONS**

None.

**Schedule 3 to Intellectual Property Security Agreement**

**REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS**

None.

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