

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
HealthFusion Inc.		10/07/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Tamarix Associates LLC, as agent
Street Address:	515 Madison Avenue
Internal Address:	41st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3987406	YOURHEALTHFILE
Registration Number:	4039559	MEANINGFUL USE REPORT CARD
Registration Number:	3942326	CLAIMS ANGEL
Registration Number:	3929848	THE EHR THAT THINKS LIKE A DOCTOR
Registration Number:	3932320	STIMULUS READY
Registration Number:	3821412	MEDITOUCH EHR
Registration Number:	3782450	MEDITOUCH
Registration Number:	3908498	CHANCELLOR
Registration Number:	3706627	HEALTHFUSION
Registration Number:	3598022	CLAIMSTAR
Registration Number:	3600547	CLAIM REJECTIONS
Registration Number:	3517284	DENIAL DEFENDER
Registration Number:	3438641	ELECTRONIC COB

CH \$490.00 3987406

Registration Number:	3376689	ELECTRONIC SECONDARY CLAIM
Registration Number:	3268065	FUSING HEALTHCARE AND TECHNOLOGY
Registration Number:	3066909	ELECTRONIC EOB
Registration Number:	2663616	HEALTHFUSION
Serial Number:	85343616	PURE CLOUD
Serial Number:	85387383	MEDIDRAW

CORRESPONDENCE DATA

Fax Number: 3125585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312 558-6352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 4200
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	85953-6
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura L. Konrath/
Date:	10/09/2013

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of October 7, 2013, is made between **HEALTHFUSION INC.** (to be known as **HEALTHFUSION HOLDINGS INC.** after the Holdco Reorganization (as defined in the Purchase Agreement referred to below)), a Delaware corporation (the "*Grantor*"), and **TAMARIX ASSOCIATES LLC** (together with its successors and assigns, the "*Agent*"), in its capacity as Agent for the Purchasers (as defined in the Purchase Agreement referred to below).

RECITALS

WHEREAS, the Grantor, the Agent and the Purchasers named therein have entered into that certain Securities Purchase Agreement dated as of October 7, 2013 (as amended, modified or supplemented and in effect from time to time, the "*Purchase Agreement*"), pursuant to which the Purchasers, subject to the terms and conditions contained therein, have agreed to purchase from the Grantor certain Senior Secured Notes Due 2018 and certain Warrants to purchase shares of the Grantor's common stock; and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Grantor has become a party to a certain Pledge and Security Agreement dated as of October 7, 2013 (as amended or otherwise modified from time to time, the "*Security Agreement*"), granting in favor of the Agent a security interest and lien upon all or substantially all of the assets of the Grantor; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute this Agreement and deliver it to the Agent.

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 Grantor hereby agrees as follows:

1. Definitions and Interpretation.

(a) All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Security Agreement, and if not so defined in the Security Agreement, then as defined in the Purchase Agreement, and if not so defined in the Purchase Agreement, then as defined in the NYUCC; provided, that if a term defined in Article 9 of the NYUCC is defined differently than in another Article of the NYUCC, the term has the meaning ascribed thereto in Article 9 of the NYUCC.

(b) The rules of constructions set forth in Section 1.3 of the Purchase Agreement are hereby incorporated by reference as if fully set forth herein. In addition, (a) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Grantor, and (b) "or" is not exclusive.

2. Grant of Security Interest in Trademark Collateral. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants to the Agent a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the

following, whether presently existing or hereafter created or acquired (collectively, the "**Collateral**"): .

(a) all of the Trademarks and Trademark registrations of the Grantor and all of the Trademark applications to which the Grantor is or shall be a party, including those referred to on **Schedule I** hereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration or Trademark application;

(b) all of the Grantor's right, title and interest in and to any and all present and future Trademark agreements and any other licenses with respect to the Trademarks;

(c) all present and future accounts and other rights to payment arising from, in connection with or relating to the Trademarks;

(d) all cash and non-cash proceeds of any and all of the foregoing;

(e) all renewals of the foregoing; and

(f) all products and proceeds of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration, including any Trademark or Trademark registration obtained pursuant to a Trademark application referred to in **Schedule I** hereof, or (ii) injury to the goodwill associated with any Trademark or Trademark registration;

provided, that any United States intent-to-use trademark applications shall not be considered Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable Law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1051(d) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent (for the benefit of the Purchasers) pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the United States Patent and Trademark Office or any applicable

state office. The Agent may record this Agreement, an abstract thereof, or any other document describing the Agent's interest in the Collateral with the United States Patent and Trademark Office, at the expense of the Company. In addition, the Grantor authorizes the Agent to file financing statements describing the Collateral in any Uniform Commercial Code filing office deemed appropriate by the Agent.

5. Authorization to Supplement. The Grantor authorizes the Agent unilaterally to modify this Agreement by amending **Schedule I** hereof to include any future United States Trademarks or applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule I** hereof shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on **Schedule I** hereof.

6. Notices. All notices, requests, and other communications given or made pursuant to this Agreement must be in writing and will be deemed effectively delivered to and received by a party hereto if delivered in accordance with the Security Agreement.

7. **GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW OR CHOICE OF LAW PRINCIPLES EXCEPT AS SET FORTH IN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL, ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

8. Amendment and Waiver. Except as set forth in Section 5 hereof, no provision of this Agreement may be amended, waived or otherwise modified unless such amendment, waiver or other modification is in writing and signed by the Company and the Agent, and then such amendment, waiver or other modification shall be effective only in the specific instance and for the specific purpose for which given.

9. Termination. Upon the termination of the Security Agreement, the security interests created by this Agreement will terminate and the Agent (at the Company's expense) shall promptly execute and deliver to the Company such documents and instruments reasonably requested by the Company as shall be necessary to evidence termination of all such security interests given by the Grantor to the Agent hereunder, including cancellation of this Agreement by written notice from the Agent to the United States Patent and Trademark Office.

10. Binding Effect; Assignment. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Agent and their respective successors and assigns. The Grantor shall not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Purchase Agreement.

11. Counterparts; Facsimile or PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.


12. No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

[Signatures on following page]

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

GRANTOR:

HEALTHFUSION INC.

By: 
Name: _____
Title: CFO

ACCEPTED & ACKNOWLEDGED BY:

AGENT:

TAMARIX ASSOCIATES LLC

By: _____
Name: Peter Rothschild
Title: Manager

[Signature page to Trademark Security Agreement]

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

GRANTOR:

HEALTHFUSION INC.

By: _____

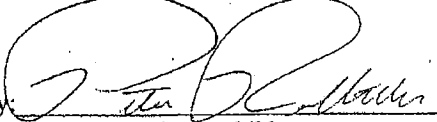
Name:

Title:

ACCEPTED & ACKNOWLEDGED BY:

AGENT:

TAMARIX ASSOCIATES LLC

By: 

Name: Peter Rothschild

Title: Manager

[Signature page to Trademark Security Agreement]

SCHEDULE I

U.S. Trademark Registrations

Title	Registration No.	Date of Issuance	Owner
YOURHEALTHFILE	3987406	June 28, 2011	HealthFusion Inc.
MEANINGFUL USERREPORT CARD	4039559	October 11, 2011	HealthFusion Inc.
CLAIMS ANGEL	3942326	April 5, 2011	HealthFusion Inc.
THE EHR THAT THINKS LIKE A DOCTOR	3929848	March 8, 2011	HealthFusion Inc.
STIMULUS READY	3932320	March 15, 2011	HealthFusion Inc.
MEDITOUCH EHR	3821412	July 20, 2010	HealthFusion Inc.
MEDITOUCH	3782450	April 27, 2010	HealthFusion Inc.
CHANCELLOR	3908498	January 18, 2011	HealthFusion Inc.
HEALTHFUSION	3706627	November 3, 2009	HealthFusion Inc.
CLAIMSTAR	3598022	March 31, 2009	HealthFusion Inc.
CLAIM REJECTIONS	3600547	March 31, 2009	HealthFusion Inc.
DENIAL DEFENDER	3517284	October 14, 2008	HealthFusion Inc.
ELECTRONIC COB	3438641	May 27, 2008	HealthFusion Inc.
ELECTRONIC SECONDARY CLAIM	3376689	January 29, 2008	HealthFusion Inc.
FUSING HEALTHCARE AND TECHNOLOGY	3268065	July 24, 2007	HealthFusion Inc.
ELECTRONIC EOB	3066909	March 7, 2006	HealthFusion Inc.
HEALTHFUSION	2663616	December 17, 2002	HealthFusion Inc.
MEDIDRAW	85387383	August 2, 2011	HealthFusion Inc.

NY:1587650.1

PURE CLOUD	85343616	June 10, 2011	HealthFusion Inc.
MEDIDRAW	85387383	August 2, 2011	HealthFusion Inc.

NY:1587650.1

RECORDED: 10/09/2013

TRADEMARK
REEL: 005128 FRAME: 0090