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
HEALTHPORT TECHNOLOGIES, LLC		10/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.		10/04/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT UNDER THE SECOND LIEN CREDIT AGREEMENT
Street Address:	ELEVEN MADISON AVENUE, 23RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CAYMAN ISLANDS BRANCH OF A BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3040396	HEALTHPORT
Registration Number:	3742860	HEALTHPORT
Registration Number:	3715891	HEALTHPORT
Registration Number:	4340852	AUDAPRO
Serial Number:	85530791	RACPRO
Serial Number:	85144204	RACPRO

CH $165.00 3040396

CORRESPONDENCE DATA

Fax Number: 9495676710

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

Phone: 949-567-6700

Email:	ipprosecution@orrick.com
Correspondent Name:	Victor Santos
Address Line 1:	2050 Main Street, Suite 1100
Address Line 4:	Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	41901-4
NAME OF SUBMITTER:	Victor Santos
Signature:	/Victor Santos/
Date:	10/16/2013

Total Attachments: 6
source=Second Lien Trademark Security Agreement#page1.tif
source=Second Lien Trademark Security Agreement#page2.tif
source=Second Lien Trademark Security Agreement#page3.tif
source=Second Lien Trademark Security Agreement#page4.tif
source=Second Lien Trademark Security Agreement#page5.tif
source=Second Lien Trademark Security Agreement#page6.tif

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 4, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is made by the entities identified as grantors on the signature pages hereto (individually, a "**Grantor**" and collectively, the "**Grantors**") in favor of Credit Suisse AG, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of October 4, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

(i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office ("**USPTO**"), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political

subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.

By:_____
Name: Brian Grazzini
Title: Chief Financial Officer

HEALTHPORT TECHNOLOGIES, LLC

By:_____
Name: Brian Grazzini
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By:_____
Name: JUDITH SMITH
Title: AUTHORIZED SIGNATORY

By:_____
Name: MICHAEL D'ONOFRIO
Title: AUTHORIZED SIGNATORY

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Mark	Serial No.	Filing Date	Registration No.	Registration Date
CT Technologies Intermediate Holdings, Inc	HEALTHPORT	78/417,863	5/13/2004	3,040,396	1/10/2006
CT Technologies Intermediate Holdings, Inc	HEALTHPORT	77/317,179	10/30/2007	3,742,860	1/26/2010
CT Technologies Intermediate Holdings, Inc	HEALTHPORT	77/317,022	10/30/2007	3,715,891	11/24/2009
Healthport Technologies, LLC	AudaPro	85/530,812	2/1/2012	4,340,852	5/28/2013
Healthport Technologies, LLC	RACPro	85/530,791	2/1/2012		
Healthport Technologies, LLC	RACPro	85/144,204	10/4/2010		