900271142 11/06/2013

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
IMS Software Services Ltd.		10/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America N.A., as collateral agent	
Street Address:	One Bryant Park	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10036	
Entity Type:	National Association: UNITED STATES	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2747536	
Registration Number:	2605173	DIVERSINET
Registration Number:	3805195	MOBISECURE
Registration Number:	4295974	INTELLIGENCE.APPLIED
Registration Number:	4388681	PRESCRIBER CATALYST

CORRESPONDENCE DATA

Fax Number: 3026365454

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

via US Mail.

 Phone:
 800-927-9801 x 62348

 Email:
 jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 875169-5

TRADEMARK

REEL: 005147 FRAME: 0687

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NAME OF SUBMITTER:	Jean Paterson	
Signature:	/jep/	
Date:	11/06/2013	
Total Attachments: 5 source=11-6-13 IMS Software Ltd-TM#page1.tif source=11-6-13 IMS Software Ltd-TM#page2.tif source=11-6-13 IMS Software Ltd-TM#page3.tif source=11-6-13 IMS Software Ltd-TM#page4.tif source=11-6-13 IMS Software Ltd-TM#page5.tif		

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 30, 2013 by and among IMS SOFTWARE SERVICES LTD. (the "<u>Pledgor</u>"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "<u>Collateral Agent</u>").

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Security Agreement dated as of February 26, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Trademark Collateral</u>. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks of the Pledgor listed on Schedule I attached hereto.

SECTION 3. Security Agreement. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon termination of the Security Agreement in accordance with Section 11 thereof, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. <u>Governing Law</u>. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor 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,

IMS SOFTWARE SERVICES LTD.

Näme:

Bob Gho

Title:

Vice President

[Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,

as Collateral Agent

Title:

By: Name:

Kevin L. Ahart Vice President

[Trademark Security Agreement]

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Trademark Registrations:

Trademark	Registration No.	Ownership
CIRCLE Design Diversinet	2,747,536	Diversinet Corp.
DIVERSINET	2,605,173	Diversinet Corp.
MOBISECURE	3,805,195	Diversinet Corp.
INTELLIGENCE.APPLIED	4,295,974	IMS Software Services Ltd.
PRESCRIBER CATALYST	4,388,681	IMS Software Services Ltd.

Trademark Applications:

None

RECORDED: 11/06/2013