

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
OUTCOMES HEALTH INFORMATION SOLUTIONS, LLC		01/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, as Administrative Agent		
Street Address:	211 Perimeter Center Parkway		
Internal Address:	Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3785657	ECO-SCALING	
Registration Number:	4006550	ODIS ITOOLS	
Registration Number:	3727313	OUTCOMES	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309-3521		
ATTORNEY DOCKET NUMBER:	ALTEGRA-52990.015884		

CH \$90.00 3785657

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	02/05/2014
Total Attachments: 5 source=Outcomes Health Information#page1.tif source=Outcomes Health Information#page2.tif source=Outcomes Health Information#page3.tif source=Outcomes Health Information#page4.tif source=Outcomes Health Information#page5.tif	

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2014, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the several banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Revolving Credit and Term Loan Agreement, dated as of August 10, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the several banks and other financial institutions and lenders from time to time parties thereto (the "Lenders"), and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement dated as of August 10, 2012 in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty 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 Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty 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 Secured Obligations of the Grantor, hereby grants to the Administrative 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 (the "Trademark Collateral"):

- (i) all of its owned Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, to the registered Trademarks and pending applications for Trademarks listed on Schedule 1 hereto (but excluding any Trademarks that do not constitute Collateral as defined in the Guaranty and Security Agreement);
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

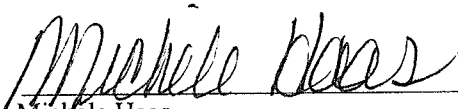
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile transmission or other electronic imaging means (including by .pdf) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**OUTCOMES HEALTH INFORMATION
SOLUTIONS, LLC**

By: 
Name: Michele Haas
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: *John Cappellari*
Name: John Cappellari
Title: Director


[Trademark Security Agreement]

TRADEMARK
REEL: 005208 FRAME: 0816

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Status / Next Action Due	Application No. / Registration No.	Application Date / Registration Date	Class & Goods/Services
ECO-SCALING	Registered Affidavit of Use due May 4, 2016	77/603,297 3,785,657	29-Oct-2008 04-May-2010	Class 42: Information management services, namely, providing web-based software for auditing, analyzing and managing patient medical information.
ODIS ITOOLS	Registered Affidavit of Use due August 2, 2017	77/603,373 4,006,550	29-Oct-2008 02-Aug-2011	Class 9: Computer software that provides web-based access to applications and services through a web operating system or portal interface.
OUTCOMES & Design 	Registered Affidavit of Use due December 22, 2015	77/603,348 3,727,313	29-Oct-2008 22-Dec-2009	Class 42: Information management services, namely, providing web-based software for auditing, analyzing and managing patient medical information.

2. TRADEMARK APPLICATIONS

None.