

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298426

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IMS Health Incorporated, as Pledgor		03/17/2014	CORPORATION: DELAWARE
IMS Software Services Ltd., as Pledgor		03/17/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 N. Tryon Street
Internal Address:	NC1-007-17-15
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4161270	360 VANTAGE
Registration Number:	3381571	360 V A N T A G E
Registration Number:	4359809	HEALTHCARE. CONNECTED & PROTECTED
Registration Number:	3770815	BRINGING SUCCESS TO LIFE!
Registration Number:	4305227	PAYCO
Serial Number:	86129205	APPNUCLEUS
Serial Number:	85973700	APPSCRIPT
Serial Number:	85272645	
Serial Number:	85802775	IMS
Serial Number:	86183864	IMS EVIDENCE 360
Serial Number:	85924737	IMS HEALTH
Serial Number:	86183898	IMS HEALTH NEXXUS
Serial Number:	85272618	MOBISecure
Serial Number:	86183914	NEXXUS

CORRESPONDENCE DATA

Fax Number: 3026365454

TRADEMARK

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:	056723
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	03/18/2014

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 17, 2014, by and among IMS HEALTH INCORPORATED, a Delaware corporation, and IMS SOFTWARE SERVICES LTD., a Delaware corporation (each individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to an Amended and Restated Pledge and Security Agreement, dated as of March 17, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors 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 in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative 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 such Pledgor listed on Schedule I attached hereto.

SECTION 3. Security Agreement. This Trademark Security Agreement has been executed and delivered by the Pledgors 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 Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement in accordance with Section 11 thereof, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors 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. Counterparts. 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. Governing Law. 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, each 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 HEALTH INCORPORATED

By: 

Name: Jeffrey J. Ford

Title: President

IMS SOFTWARE SERVICES LTD.

By: 

Name: Jeffrey J. Ford

Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005238 FRAME: 0934

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:



Name: Kevin L. Ahart


Title: Vice President

[Signature Page to Trademark Security Agreement]



TRADEMARK
REEL: 005238 FRAME: 0935

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations:

Trademark Name	Registered Owner	Registration Number
360 VANTAGE	IMS Health Incorporated	4161270
	IMS Health Incorporated	3381571
HEALTHCARE. CONNECTED & PROTECTED	IMS Software Services Ltd.	4359809
BRINGING SUCCESS TO LIFE!	IMS Health Incorporated	3,770,815
PAYCO	IMS Software Services Ltd.	4,305,227

Trademark Applications:

Trademark Name	Ownership	Application Number
APPNUCLEUS	IMS Health Incorporated	86/129,205
APPSCRIPT	IMS Software Services Ltd.	85/973,700
	IMS Software Services Ltd.	85/272,645
IMS	IMS Software Services Ltd.	85/802,775
IMS EVIDENCE 360	IMS Software Services Ltd.	86/183,864
IMS HEALTH	IMS Software Services Ltd.	85/924,737
IMS HEALTH NEXXUS	IMS Software Services Ltd.	86/183,898
	IMS Software Services Ltd.	85/272,618
NEXXUS	IMS Software Services Ltd.	86/183,914