

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Client Network Services, Inc.		04/24/2014	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	WhiteHorse Finance, Inc., as the Administrative Agent		
Street Address:	1450 Brickell Avenue		
Internal Address:	31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2913013	ECAMS	
Registration Number:	3115171	RULEIT	
Registration Number:	2718408	AS ONE	
Registration Number:	4280020	CLAIMSSURE	
Registration Number:	4295172	CLAIMSSURE	
Registration Number:	4280016	MYHEALTHBUTTON	
Registration Number:	4413085	CNSI	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		

OP \$190.00 2913013

DATE SIGNED:	04/25/2014
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 24 day of April, 2014, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WHITEHORSE FINANCE, INC., in its capacity as lender pursuant to the Credit Agreement referred to below (together with its successors and assigns, "the Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 24, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Client Network Services, Inc., a Maryland corporation (the "Borrower"), the Subsidiaries of the Borrower signatory thereto from time to time, the Persons party thereto from time to time as Guarantors and the Administrative Agent, the Administrative Agent is willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Administrative Agent is willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Administrative Agent, that certain Security Agreement, dated as of April 24, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Administrative Agent this Trademark Security Agreement;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired and wherever located (collectively, the "Trademark Collateral"):

(a) (i) any and all of Grantor's Trademarks, including those listed or required to be listed on Schedule I hereto, and (ii) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions, misappropriations or other violations thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill

symbolized by the foregoing and connected therewith, and (v) any and all rights corresponding to the foregoing throughout the world.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Administrative Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms 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.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new registered trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Administrative Agent with respect to any such new trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor, provided the Administrative Agent provides prompt written notice thereof. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references

herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[remainder of page left blank intentionally]

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

GRANTOR:

CLIENT NETWORK SERVICES, INC.

By:  _____

Name: Inderpal Kanwal

Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005268 FRAME: 0525

ACCEPTED AND ACKNOWLEDGED
BY:

WHITEHORSE FINANCE, INC., as the
Administrative Agent



By: Alastair S. C. Morrison

Name: ALASTAIR S.C. MORRISON

Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Grantor's Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
<u>Client Network Services Inc.</u>	USA	eCAMS®	<u>2913013</u>	<u>12/21/2004</u>
<u>Client Network Services Inc.</u>	USA	<u>RuleIT ®</u>	<u>3115171</u>	<u>7/11/2006</u>
<u>Client Network Services Inc.</u>	USA	<u>As-One® [and design]</u> 	<u>2718408</u>	<u>5/27/2003</u>
<u>Client Network Services Inc.</u>	USA	<u>ClaimsSure ®</u>	<u>4280020/4295172</u>	<u>1/22/2013</u>
<u>Client Network Services Inc.</u>	USA	<u>myHealthButton ® [and design]</u> 	<u>4280016</u>	<u>1/22/2013</u>
<u>Client Network Services Inc.</u>	USA	<u>CNSI ®</u>	<u>4413085</u>	<u>10/8/2013</u>

Trade Names

CNSI (registered in Maryland)

Common Law Trademarks

eCAMS HCE
ReqTrace
ReqTraceWeb
eFRM
HealthBeat
iVision360



iPolicy
iConfigure
iLocator



Trademarks Not Currently In Use

None.