

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM311936

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TractManager, Inc.		07/25/2014	CORPORATION: DELAWARE
Lone Star Services Acquisition, Inc.		07/25/2014	CORPORATION: DELAWARE
Lone Star Services Holding Corp.		07/25/2014	CORPORATION: DELAWARE
MD Buyline Holdings Company I, Inc.		07/25/2014	CORPORATION: DELAWARE
MD Buyline Holdings, Inc.		07/25/2014	CORPORATION: DELAWARE
M.D. Buyline, Inc.		07/25/2014	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC		
<b>Street Address:</b>	30 South Wacker Drive		
<b>Internal Address:</b>	Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3806571	CHANGING THE WAY HOSPITALS DO BUSINESS	
<b>Registration Number:</b>	3806572	CHANGING THE WAY HOSPITALS DO BUSINESS	
<b>Registration Number:</b>	3450163	COIDS	
<b>Registration Number:</b>	3540947	CONTRACT COLLABORATOR	
<b>Registration Number:</b>	2577389		
<b>Registration Number:</b>	2763704		
<b>Registration Number:</b>	2593679	MEDITRACT	
<b>Registration Number:</b>	2918349	MEDITRACT	
<b>Registration Number:</b>	2603589	MEDITRACT	
<b>Registration Number:</b>	2918350	MEDITRACT	
<b>Registration Number:</b>	2549996	PROPERTYTRACT	
<b>Registration Number:</b>	3450251	TERMS	
<b>TRADEMARK</b>			

OP \$440.00 3806571

Property Type	Number	Word Mark
Registration Number:	2577388	TRACTMANAGER
Registration Number:	2763705	TRACTMANAGER
Registration Number:	2606595	TRACTMANAGER
Registration Number:	2549997	UTILITYTRACT
Serial Number:	85545219	VEF

**CORRESPONDENCE DATA**

Fax Number: 4044435697  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 404-443-5735  
Email: lallen@mcguirewoods.com  
Correspondent Name: Adam Monich, Esq.  
Address Line 1: McGuireWoods LLP  
Address Line 2: 1230 Peachtree St., N.E., Ste., 2100  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2043774-0012 TRACTMANAGE
NAME OF SUBMITTER:	Latosha E. Allen
SIGNATURE:	/Latosha E. Allen/
DATE SIGNED:	07/25/2014

**Total Attachments: 11**  
source=TractManager - A&R Trademark Security Agreement (July 2014) #page1.tif  
source=TractManager - A&R Trademark Security Agreement (July 2014) #page2.tif  
source=TractManager - A&R Trademark Security Agreement (July 2014) #page3.tif  
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source=TractManager - A&R Trademark Security Agreement (July 2014) #page11.tif

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of July 25, 2014, is made by TractManager, Inc., a Delaware corporation ("**TM**"), Lone Star Services Acquisition, Inc., a Delaware corporation ("**Merger Sub**"), Lone Star Services Holding Corp., a Delaware corporation ("**Lone Star**"), MD Buyline Holdings Company I, Inc., Delaware corporation ("**Buyline Holdings**"), MD Buyline Holdings, Inc., a Delaware corporation ("**MD Buyline Holdings**") and M.D. Buyline, Inc., a Texas corporation ("**M.D. Buyline**"; together with TM, Merger Sub, Lone Star, MD Buyline Holdings and Buyline Holdings, each, a "**Grantor**" and collectively, "**Grantor**"), in favor of Madison Capital Funding LLC ("**Madison Capital**"), as agent (in such capacity, together with its successors and permitted assigns, "**Agent**") for all Lenders (as defined in the Credit Agreement referred to below).

**WITNESSETH:**

**WHEREAS**, TM, the other Loan Parties party thereto, the Lenders and Agent have agreed to amend and restate the Existing Credit Agreement (as defined in the Credit Agreement defined below) in its entirety in accordance with the terms of that certain Amended and Restated Credit Agreement, dated of even date herewith, by and among the Grantor, the other Loan Parties party thereto, the Lenders and Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, refinanced, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which the Lenders have agreed to continue to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor has granted, pursuant to an Amended and Restated Guarantee and Collateral Agreement of even date herewith by Grantor and the other Loan Parties in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), to Agent a security interest in all of Grantor's Intellectual Property (as defined therein), other than Excluded Property (as defined therein); and

**WHEREAS**, Grantor is required to execute and deliver this Amended and Restated Trademark Security Agreement in furtherance of such grant, which shall amend and restate that certain Trademark Security Agreement dated as of December 28, 2012;

**NOW, THEREFORE**, in consideration of the premises and to induce the Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to continue to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

**Section 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.** 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, has granted to Agent for the ratable benefit of Lenders a security interest in, all of its right, title and interest in and to the following Collateral of Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; and

(b) all Proceeds and products of any of the foregoing.

Section 3. Guarantee and Collateral Agreement. The security interest memorialized in this Amended and Restated Trademark Security Agreement was granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and Grantor and the Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral memorialized hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event of any inconsistency or ambiguity between this Amended and Restated Trademark Security Agreement and the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Amended and Restated Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

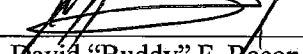
*[Remainder of page intentionally blank; signature pages follow.]*

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


Very truly yours,

GRANTOR:

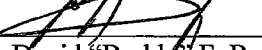
**TRACTMANAGER, INC.**

By:   
Name: David "Buddy" F. Bacon, Jr.  
Title: Chief Executive Officer

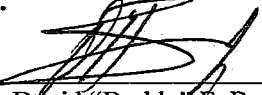
**LONE STAR SERVICES  
ACQUISITION, INC.**

By:   
Name: David "Buddy" F. Bacon, Jr.  
Title: Chief Executive Officer

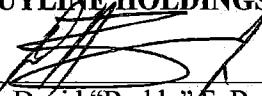
**LONE STAR SERVICES HOLDING  
CORP.**

By:   
Name: David "Buddy" F. Bacon, Jr.  
Title: Chief Executive Officer

**MD BUYLINE HOLDINGS COMPANY  
I, INC.**

By:   
Name: David "Buddy" F. Bacon, Jr.  
Title: Secretary

**MD BUYLINE HOLDINGS, INC.**

By:   
Name: David "Buddy" F. Bacon, Jr.  
Title: Secretary

M.D. BUYLINE, INC.

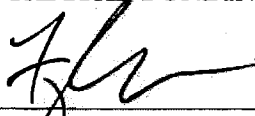
By: 

Name: David "Buddy" F. Bacon, Jr.

Title: Secretary

**ACCEPTED AND AGREED**  
as of the date first above written:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By:   
Name: Faraaz Kamran  
Title: Managing Director

TRACTMANAGER, INC.  
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE

**TRADEMARK**  
**REEL: 005330 FRAME: 0327**

**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**



UNREGISTERED TRADEMARKS (United States)

md buyline
buylinebudget™
buylinecapital™
buylineconsumables benchmarking™
buylineHCIT™
buylinemarket intelligence™
buylinepurchased services™
buylinerecall tracker™
buylinevalue analysis™
MD Buyline
Buyline Consumables Spend Management
Buyline Consumables Spend Analysis
Buyline Consumables Benchmarking
Buyline Consumables
Buyline Purchased Services
Buyline Recall Tracker
Buyline Budget
Buyline Capital
Buyline HCIT
Buyline Value Analysis
Buyline ExpertRFP
Buyline SmartMatch
Buyline Market Intelligence
Hippocrates powered by Watson

REGISTERED TRADEMARKS, APPLICATIONS FOR REGISTERED TRADEMARKS

Country	Trademark	Application No. Filing Date	Registration No. Registered	Goods
USA	CHANGING THE WAY HOSPITALS DO BUSINESS	77/859819 28 OCT 2009	3806571 22 JUN 2010	(INT. CL. 35) BUSINESS CONSULTING IN THE NATURE OF CONTRACT AND DOCUMENT



Country	Trademark	Application No. Filing Date	Registration No. Registered	Goods
				DATABASE MANAGEMENT AND ADMINISTRATION
USA	CHANGING THE WAY HOSPITALS DO BUSINESS	77/859822 28 OCT 2009	3806572 22 JUN 2010	<b>(INT. CL. 42)</b> PROVIDING TEMPORARY USE OF ON-LINE NON-DOWNLOADABLE SOFTWARE FOR MANAGEMENT AND ADMINISTRATION OF DOCUMENT AND CONTRACT DATABASES
USA	COIDS	77/054628 30 NOV 2006	3450163 17 JUN 2008	<b>(INT. CL. 42)</b> PROVIDING ONLINE NON-DOWNLOADABLE COMPUTER SOFTWARE FOR DATABASE MANAGEMENT AND ADMINISTRATION OF CONTRACTS AND CONFLICT DISCLOSURE STATEMENTS; PROVIDING ONLINE NON-DOWNLOADABLE COMPUTER SOFTWARE FOR DATABASE MANAGEMENT AND FOR THE MAINTENANCE, TRACKING, ANALYSIS, DISTRIBUTION AND REPORTING OF CONTRACTS, DISCLOSURE STATEMENTS AND DISCLOSED CONFLICTS
USA	CONTRACT COLLABORATOR	77/134332 19 MAR 2007	3540947 02 DEC 2008	<b>(INT. CL. 42)</b> PROVIDING ON-LINE NON-DOWNLOADABLE SOFTWARE FOR DATABASE MANAGEMENT AND ADMINISTRATION AND CREATION OF AGREEMENTS; PROVIDING ON-LINE NON-DOWNLOADABLE SOFTWARE FOR DATABASE MANAGEMENT AND FOR THE CREATION, ROUTING, AND APPROVAL OF NEW AGREEMENTS
USA	DESIGN ONLY 	76/066051 07 JUN 2000	2577389 11 JUN 2002	<b>INT. CL. 35)</b> BUSINESS CONSULTING IN THE NATURE OF CONTRACT AND DOCUMENT DATABASE MANAGEMENT AND ADMINISTRATION
USA	DESIGN ONLY 	76/418476 06 JUN 2002	2763704 16 SEP 2003	<b>INT. CL. 42)</b> PROVIDING TEMPORARY USE OF ON-LINE NON-DOWNLOADABLE SOFTWARE FOR MANAGEMENT AND ADMINISTRATION OF DOCUMENT AND CONTRACT DATABASES
USA	MEDITRACT	76/065699 07 JUN 2000	2593679 16 JUL 2002	<b>INT. CL. 35)</b> BUSINESS CONSULTING IN THE NATURE OF CONTRACT AND DOCUMENT DATABASE MANAGEMENT AND ADMINISTRATION
USA	MEDITRACT	76421660 11 JUN 2002	2918349 18 JAN 2005	<b>INT. CL. 42)</b> PROVIDING TEMPORARY USE OF ON-LINE NON-DOWNLOADABLE SOFTWARE FOR MANAGEMENT AND ADMINISTRATION OF DOCUMENT AND CONTRACT DATABASES
USA	MEDITRACT AND DESIGN	76/054779 07 JUN 2000	2603589 06 AUG 2002	<b>INT. CL. 35)</b> BUSINESS CONSULTING IN THE NATURE OF

Country	Trademark	Application No. Filing Date	Registration No. Registered	Goods
				CONTRACT AND DOCUMENT DATABASE MANAGEMENT AND ADMINISTRATION
USA	MEDITRACT AND DESIGN  	76/421662 11 JUN 2002	2918350 18 JAN 2005	<b>INT. CL. 42)</b> PROVIDING TEMPORARY USE OF ON-LINE NON-DOWNLOADABLE SOFTWARE FOR MANAGEMENT AND ADMINISTRATION OF DOCUMENT AND CONTRACT DATABASES
USA	PROPERTYTRACT	76/266997 06 JUN 2001	2549996 19 MAR 2002	<b>(INT. CL. 35)</b> BUSINESS CONSULTING IN THE NATURE OF CONTRACT AND DOCUMENT DATABASE MANAGEMENT AND ADMINISTRATION <b>(INT. CL. 42)</b> PROVIDING TEMPORARY USE OF ON-LINE NON-DOWNLOADABLE SOFTWARE FOR MANAGEMENT AND ADMINISTRATION OF DOCUMENT AND CONTRACT DATABASES
USA	TERMS	77/077207 05 JAN 2007	3450251 17 JUN 2008	<b>INT. CL. 42)</b> PROVIDING ONLINE NON-DOWNLOADABLE COMPUTER SOFTWARE FOR USE IN CONTRACT MANAGEMENT, NAMELY, THE ADMINISTRATION OF CONTRACTS AND TIME RECORDS, AND THE MAINTENANCE, TRACKING, ANALYSIS, DISTRIBUTION AND REPORTING OF CONTRACTS AND TIME RECORDS; PROVIDING ONLINE NON-DOWNLOADABLE COMPUTER SOFTWARE FOR USE IN CONTRACT MANAGEMENT, NAMELY, THE MAINTENANCE, TRACKING, ANALYSIS, DISTRIBUTION AND REPORTING OF PROJECT RECORDS AND PROJECT STATUS
USA	TRACTMANAGER	76/066050 07 JUN 2000	2577388 11 JUN 2002	<b>INT. CL. 35)</b> BUSINESS CONSULTING IN THE NATURE OF CONTRACT AND DOCUMENT DATABASE MANAGEMENT AND ADMINISTRATION
USA	TRACTMANAGER	76/418477 06 JUN 2002	2763705 16 SEP 2003	<b>INT. CL. 42)</b> PROVIDING TEMPORARY USE OF ON-LINE NON-DOWNLOADABLE SOFTWARE FOR MANAGEMENT AND ADMINISTRATION OF DOCUMENT AND CONTRACT DATABASES
USA	TRACTMANAGER AND DESIGN  	76/066074 07 JUN 2000	2606595 13 AUG 2002	<b>(INT. CL. 35)</b> BUSINESS CONSULTING IN THE NATURE OF CONTRACT AND DOCUMENT DATABASE MANAGEMENT AND ADMINISTRATION <b>(INT. CL. 42)</b> PROVIDING TEMPORARY USE OF ON-LINE NON-DOWNLOADABLE SOFTWARE FOR MANAGEMENT AND ADMINISTRATION OF DOCUMENT AND CONTRACT DATABASES
USA	UTILITYTRACT	76/266998 06 JUN 2001	2549997 19 MAR 2002	<b>(INT. CL. 35)</b> BUSINESS CONSULTING IN THE NATURE OF CONTRACT AND DOCUMENT DATABASE MANAGEMENT AND

Country	Trademark	Application No. Filing Date	Registration No. Registered	Goods
				ADMINISTRATION (INT. CL. 42) PROVIDING TEMPORARY USE OF ON-LINE NON-DOWNLOADABLE SOFTWARE FOR MANAGEMENT AND ADMINISTRATION OF DOCUMENT AND CONTRACT DATABASES
USA	VEF	85/545219 15 FEB 2012		(INT. CL. 42) PROVIDING ONLINE, NON-DOWNLOADABLE SOFTWARE FOR DATABASE MANAGEMENT AND ADMINISTRATION OF DOCUMENTS AND FORMS; PROVIDING ONLINE, NON- DOWNLOADABLE COMPUTER SOFTWARE FOR THE MAINTENANCE, TRACKING, ANALYSIS, DISTRIBUTION, COMPLETION, SUBMISSION, AND REPORTING OF DOCUMENTS AND FORMS
BRAZIL	MEDITRACT	840031050 17 FEB 2012		35, services of consultancy of business in nature managerial and administration of support of data of contracts and documents
BRAZIL	MEDITRACT	840031068 17 FEB 2012		42, supply services of temporary use of computer software online not decrease for management and administration of support of data of contracts and documents
BRAZIL	PROPERTYTRACT	840031076 17 FEB 2012		35, services of consultancy of business in nature managerial and administration of support of data of contracts and documents
BRAZIL	PROPERTYTRACT	840031084 17 FEB 2012		42, supply services of temporary use of computer software online not decrease for management and administration of support of data of contracts and documents
BRAZIL	TRACTMANAGER	904643727 26 MAR 2012		35, services of consultancy of business in nature managerial and administration of support of data of contracts and documents
BRAZIL	TRACTMANAGER	904643743 26 MAR 2012		42, computer software of computing
BRAZIL	TRACTMANAGER AND DESIGN 	904654354 28 MAR 2012		42, providing of mechanisms of search for the obtaining, maintenance and distribution of data the set sail of a data bank located in a worldwide network of computers (if service is of development of a ~software/website~ for third parties)
BRAZIL	TRACTMANAGER AND DESIGN 	904654281 28 MAR 2012		35, consultancy in organization of business
COLOMBIA	MEDITRACT	1225974 14 FEB 2012	455996 24 AUG 2012	42 scientific services and technological investigation services and related design; analysis services and industrial investigations; design and development of computers and software; specially supplying of temporary use than software
COLOMBIA	MEDITRACT	1225971 14 FEB 2012	455995 24 AUG 2012	35 publicity; commercial business management commercial

Country	Trademark	Application No. Filing Date	Registration No. Registered	Goods
				administration; office functions specially commercial advising on management and administration of databases than contracts and documents.
COLOMBIA	PROPERTYTRACT	1225944 14 FEB 2012	455993 24 AUG 2012	35 publicity; commercial business management commercial administration; office functions specially commercial advising on management and administration of databases than contracts and documents.
COLOMBIA	PROPERTYTRACT	1225969 14 FEB 2012	455994 24 AUG 2012	42 scientific services and technological investigation services and related design; analysis services and industrial investigations; design and development of computers and software; legal services
COLOMBIA	TRACTMANAGER	1248195 n/a		35, advertising and business
COLOMBIA	TRACTMANAGER	1248196 n/a		42, scientific and technological services
CTM	MEDITRACT	IR 1062516 08 DEC 2010	IR 1062516 08 DEC 2010	42 Providing temporary use of on-line non-downloadable software for management and administration of document and contract databases
CTM	PROPERTYTRACT	2490142 05 DEC 2001	2490142 22 MAY 2003	35, Business consulting; business consulting in the nature of contract and document database management and administration.  42, Provision of use of software; providing temporary use of on-line, non-downloadable software for management and administration of document and contract databases.
EGYPT	MEDITRACT	IR 1062516 08 DEC 2010	IR 1062516 08 DEC 2010	42 Providing temporary use of on-line non-downloadable software for management and administration of document and contract databases
EGYPT	PROPERTYTRACT	IR 1063419 08 DEC 2010	IR 1063419 08 DEC 2010	42 Providing temporary use of on-line non-downloadable software for management and administration of document and contract databases
International	MEDITRACT	IR 1062516 08 DEC 2010	IR 1062516 08 DEC 2010	42 Providing temporary use of on-line non-downloadable software for management and administration of document and contract databases
International	PROPERTYTRACT	IR 1063419 08 DEC 2010	IR 1063419 08 DEC 2010	42 Providing temporary use of on-line non-downloadable software for management and administration of document and contract databases
MALAYSIA	MEDITRACT	2010024507 22 DEC 2010	2010024507 27 FEB 2012	35, Business consulting in the nature of contract and document database management and administration; all included in class 35.
MALAYSIA	MEDITRACT	2010024508 22 DEC 2010		42 Providing temporary use of on-line non-downloadable software for management and administration of document and contract databases; all included in class 42.
MALAYSIA	PROPERTYTRACT	2010024510 22 DEC 2010		42 Providing temporary use of on-line non-downloadable software for management and administration of

Country	Trademark	Application No. Filing Date	Registration No. Registered	Goods
				document and contract databases; all included in class 42.
MALAYSIA	PROPERTYTRACT	2010024509 22 DEC 2010	2010024509 20 jun 2012	35, Business consulting in the nature of contract and document database management and administration; all included in class 35.
SAUDI ARABIA	MEDITRACT	99276509 N/A		42, scientific and technological services
SAUDI ARABIA	MEDITRACT	99277586 n/a		35, advertising and business services
SAUDI ARABIA	PROPERTYTRACT	99276878 N/A		35, advertising and business services
SAUDI ARABIA	PROPERTYTRACT	99279192 N/A		42, scientific and technological services
TURKEY	MEDITRACT	IR 1062516 08 DEC 2010	IR 1062516 08 DEC 2010	42 Providing temporary use of on-line non-downloadable software for management and administration of document and contract databases
TURKEY	PROPERTYTRACT	IR 1063419 08 DEC 2010	IR 1063419 08 DEC 2010	42 Providing temporary use of on-line non-downloadable software for management and administration of document and contract databases