

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324822

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Healthport Technologies, LLC		12/01/2014	LIMITED LIABILITY COMPANY: GEORGIA
CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC.		12/01/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch as Administrative Agent and Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4340852	AUDAPRO
Registration Number:	3005660	E DISCLOSE
Registration Number:	2928431	ESMARTLOG
Registration Number:	3715891	HEALTHPORT
Registration Number:	3742860	HEALTHPORT
Registration Number:	3040396	HEALTHPORT
Registration Number:	2928863	SMARTLINK
Registration Number:	3504756	UNIVERSATA
Registration Number:	3691445	RELEASE OF INFORMATION. . .SIMPLIFIED

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 2127353000

Email: justin.selle@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

TRADEMARK

Address Line 2: Elaine Ziff, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 217730/2659

NAME OF SUBMITTER: Elaine D. Ziff

SIGNATURE: /eziff/

DATE SIGNED: 12/02/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Credit Suisse AG, Cayman Islands Branch as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is a party to a Security Agreement, dated as of December 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among each Grantor, the other Grantors party thereto, and the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees 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

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered

trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirm 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

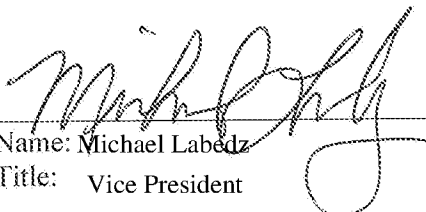
SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

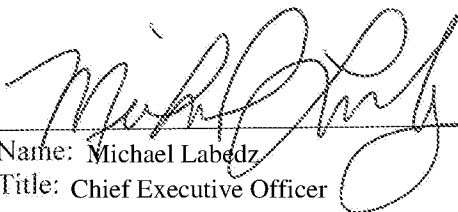
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IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

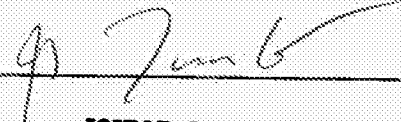
CT TECHNOLOGIES INTERMEDIATE HOLDINGS, INC

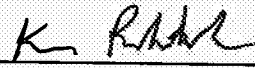
By: 
Name: Michael Labedz
Title: Vice President

HEALTHPORT TECHNOLOGIES, LLC

By: 
Name: Michael Labedz
Title: Chief Executive Officer

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Administrative Agent**

By: 
Name:
Title: **JOHN D. TORONTO
AUTHORIZED SIGNATORY**

By: 
Name:
Title: **Karim Rahimtoola
Authorized Signatory**

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Status</u>	<u>Serial No./Filing Date</u>	<u>Reg No./Reg. Date</u>
HealthPort Technologies, LLC	AUDAPRO	Registered	85530812 2/1/2012	4340852 5/28/2013
HealthPort Technologies, LLC	E DISCLOSE	Registered	78309006 10/3/2003	3005660 10/11/2005
HealthPort Technologies, LLC	ESMARTLOG	Registered	78350469 1/12/2004	2928431 2/22/2005
CT Technologies Intermediate Holdings, Inc.	HEALTHPORT	Registered	77317022 10/30/2007	3715891 11/24/2009
CT Technologies Intermediate Holdings, Inc.	HEALTHPORT	Registered	77317179 10/30/2007	3742860 1/26/2010
CT Technologies Intermediate Holdings, Inc.	HEALTHPORT	Registered	78417863 5/13/2004	3040396 1/10/2006
HealthPort Technologies, LLC	SMARTLINK	Registered	78351849 1/14/2004	2928863 3/1/2005
HealthPort Technologies, LLC	UNIVERSATA	Registered	77399459 2/18/2008	3504756 9/23/2008
HealthPort Technologies, LLC	RELEASE OF INFORMATION. . .SIMPLIFIED	Registered	77571829 9/17/2008	3691445 10/6/2009