OP \$190.00 78849758

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM332163

	SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PHOENIX LIFE INSURANCE COMPANY		02/04/2015	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	HEALTH MARKET SCIENCE, INC.
Street Address:	2700 HORIZON DRIVE
City:	KING OF PRUSSIA
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark	
Serial Number:	78849758	HMS INVESTIGATORS	
Serial Number:	78841070	NPI RIGHT	
Serial Number:	78840895	HMS AFFILIATIONS	
Serial Number:	78840883	HMS PXDX	
Serial Number:	78840869	HEALTH MARKET SCIENCE	
Serial Number:	77185136		
Serial Number:	77184398	HMS PROFILES	

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc. Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: CRS1-39947

NAME OF SUBMITTER: Penelope J.A. Agodoa

SIGNATURE:	/pja/	
DATE SIGNED:	02/13/2015	
Total Attachments: 3		
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ACKNOWLEDGEMENT OF RELEASE OF SECURITY INTEREST

This Acknowledgement of Release of Security Interest is made as of February 4, 2015, by PHOENIX LIFE INSURANCE COMPANY, as collateral agent for the lenders ("Collateral Agent") under the Junior Loan Agreement (as defined below) in favor of HEALTH MARKET SCIENCE, INC., a Delaware corporation ("Borrower") with its principal place of business located at 2700 Horizon Drive, Suite 200, King of Prussia, PA 19406. All capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Loan Documents referred to below.

Recital

WHEREAS Borrower, Honeywell International Inc. Master Retirement Trust, and Collateral Agent entered into that certain Loan and Security Agreement dated as of November 5, 2007 (as amended from time to time, the "Junior Loan Agreement"; and together with any note or notes executed by Borrower, and any other document, instrument or agreement entered into in connection with the Junior Loan Agreement, all as amended or extended from time to time, the "Loan Documents").

WHEREAS Borrower granted to Collateral Agent a security interest in its Intellectual Property Collateral, including without limitation, the Trademarks described on Exhibit A attached hereto (the "Intellectual Property") under an Intellectual Property Security Agreement dated as of November 5, 2007 and recorded with the US Patent and Trademark Office.

WHEREAS Borrower and Collateral Agent agreed, pursuant to a Payoff Letter dated as of April 9, 2014, that (a) Payoff Conditions would be satisfied by (i) the payment of the Payoff Amount by the Borrower and (ii) the execution and delivery of the Payoff Letter by each party thereto and (b) upon satisfaction of the Payoff Conditions, (i) all of the Obligations under the Junior Loan Agreement (specifically excluding the Retained Obligations) shall be deemed to have been satisfied in full, (ii) all security interests, pledges, liens and other encumbrances which Borrower granted to Collateral Agent with regard to the Obligations shall be automatically, forever and irrevocably satisfied, released, discharged and terminated and (iii) Borrower shall be authorized to make filings with the United States Patent and Trademark Office and other necessary filings to evidence the release and termination of all of security interests granted to the Collateral Agent in the intellectual property of Borrower.

Agreement

Collateral Agent hereby acknowledges and confirms that: (i) all of the Payoff Conditions were satisfied; (ii) all of the Obligations under the Junior Loan Agreement (specifically excluding the Retained Obligations) were satisfied in full; and (iii) all security interests, pledges, liens and other encumbrances which Borrower granted to Collateral Agent with regard to the Obligations were automatically, forever and irrevocably satisfied, released, discharged and terminated.

Collateral Agent further acknowledges and confirms that Borrower is authorized to make filings with the United States Patent and Trademark Office and other necessary filings to evidence the release and termination of the Collateral Agent's security interests in the Intellectual Property.

COLLATERAL AGENT:

PHOENEX LIFE INSURANCE COMPANY

c/o Phoenix Investment Partners Life Insurance Co.

56-Prospect Street- One American Row

Hartford, CT 06102

EXHIBIT A

Trademarks

	Serial/Registration	
<u>Description</u>	Number	Application Date
HMS Investigators	78/849,758	3/30/06
HMS MedicareSim	78/849,750	3/30/06
HMS Data Integration Services	78/849,738	3/30/06
HMS Data Inquiry	78/849,730	3/30/06
HMS DataVault	78/849,724	3/30/06
HMS Provider Master File	78/849,216	3/29/06
HMS Data Exchange	78/849,171	3/29/06
HMS Data Integration System	78/849,140	3/29/06
HMS DataPump	78/849,121	3/29/06
HMS NewProductSim	78/841,979	3/21/06
NPI Right	78/841,070	3/20/06
HMS MarketSim	78/840,944	3/20/06
HMS Affiliations	78/840,895	3/20/06
HMS PxDx	78/840,883	3/20/06
Health Market Science	78/840,869	3/20/06
HMS PROVIDERONLINE	77/184,416	5/18/07
HEALTH MARKET SCIENCE Logo	77/185,136	5/18/07
HMS PROFILES	77/184,398	5/18/07

RECORDED: 02/13/2015