

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM341907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Decision Resources, Inc.		03/23/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Axis Bank Limited, DIFC Branch		
Street Address:	Al Fattan Currency House		
Internal Address:	7th Floor, DIFC, PO Box 50653		
City:	Dubai		
State/Country:	UNITED ARAB EMIRATES		
Entity Type:	Scheduled Commercial Bank: INDIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1294871	DECISION RESOURCES	
Registration Number:	1689007	DR REPORTS	
Registration Number:	1703177	COGNOS	
Registration Number:	1706742	PHARMACOR	
Registration Number:	1794969	ONKOS	
Registration Number:	1866990	CARDIUM	
Registration Number:	2078350	DECISIONBASE	
Registration Number:	2897818	PATIENTBASE	
Registration Number:	3658508	HEALTHLEADERS-INTERSTUDY	
Registration Number:	3760015	MANAGED MARKET SURVEYOR	
Registration Number:	3762300	FORMULARY FORUM	
Registration Number:	4229255	EMPLOYER VANTAGE	
Registration Number:	4330642	DECISION RESOURCES GROUP	
Registration Number:	4330643	DECISION RESOURCES	
Registration Number:	4434683	PHARMACOR	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<i>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.</i>			

OP \$390.00 1294871

Phone:	212-813-8800
Email:	NY-TM-Admin@goodwinprocter.com
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici
Address Line 1:	620 Eighth Avenue
Address Line 4:	New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	131160235892
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NAME OF SUBMITTER:	Janis Nici
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SIGNATURE:	/janis nici/
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DATE SIGNED:	05/20/2015
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademark)

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 23, 2015, among DR/DECISION RESOURCES, LLC, a Delaware limited liability company, and DECISION RESOURCES, INC, a Delaware corporation (each a “**Grantor**” and collectively, the “**Grantors**”), and AXIS BANK LIMITED, DIFC BRANCH, as security agent for the Finance Parties (as defined in the Facility Agreement referred to below) (herein in such capacity, the “**Security Agent**”).

RECITALS

- (A) The Grantors are party to a Pledge and Security Agreement, dated the date hereof, in favor of the Security Agent (the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (B) In consideration of the mutual conditions and agreements set forth in the Facility Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Liabilities, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under

- (a) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 Separate and Distinct Grants of Security

Notwithstanding anything to the contrary contained in this Agreement, each Grantor and the Security Agent (on behalf of the Finance Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement to the Security Agent for the benefit of the Finance Parties and securing the Secured Liabilities, shall be a "first" priority Security Interest in the Collateral, junior to no other Security Interests. The Security Interests granted to the Security Agent and all other rights and benefits afforded hereunder to the Finance Parties are expressly subject to the terms and conditions of the Intercreditor Agreement and, in the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and no Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

SECTION 5 Pledge and Security Agreement

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 6 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Page Follows]

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

Very truly yours,

DR/DECISION RESOURCES, LLC, as Grantor

By: 

Name: Kyle Bettigole

Title: Manager

 DECISION RESOURCES, INC., as Grantor

By: 

Name: Kyle Bettigole

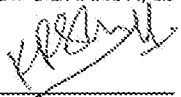
Title: Secretary

*Signature Page to Intellectual Property Security Agreement
(Trademark)*

ACCEPTED AND AGREED:

AXIS BANK LIMITED, DIFC BRANCH, as Security Agent

By



Name: **KEERAT PAL SINGH**
Title: Employee ID - 23401
DVP and Head - Credit
AXIS BANK - DIFC BRANCH
DUBAI
(Regulated by DFSA)

*Signature Page to Intellectual Property Security Agreement
(Trademark)*

SCHEDULE I
TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

Grantor	Mark	Reg. No. or Appln. No.	Date
DR/Decision Resources, LLC	FUTURESCOPE	1322085	February 26, 1985
DR/Decision Resources, LLC	MACROVIEW	2367502	July 189, 2000
DR/Decision Resources, LLC	STRATEGY THROUGH DATA	2943883	April 26, 2005
DR/Decision Resources, LLC	UNDERSTANDING MANAGED CARE	2961724	June 14, 2005
DR/Decision Resources, LLC	EPHARMA PHYSICIAN	3000606	September 27, 2005
DR/Decision Resources, LLC	TAKING THE PULSE	3013788	November 8, 2005
DR/Decision Resources, LLC	EPHARMA CONSUMER	3167337	November 7, 2006
DR/Decision Resources, LLC	FINGERTIP FORMULARY ANALYTICS	3222055	March 27, 2007
DR/Decision Resources, LLC	FINGERTIP FORMULARY ALERTS	3222056	March 27, 2007
DR/Decision Resources, LLC	FINGERTIP FORMULARY	3222057	March 27, 2007
DR/Decision Resources, LLC	FINGERTIP FORMULARY ANALYTICS RX	3290245	September 11, 2007
DR/Decision Resources, LLC	FINGERTIP FORMULARY PUBLISHER	3300904	October 2, 2007
DR/Decision Resources, LLC	FINGERTIP FORMULARY RESTRICTIONS	3300905	October 2, 2007
DR/Decision Resources, LLC	FINGERTIP FORMULARY ACCOUNTS	3305538	October 9, 2007
DR/Decision Resources, LLC	FINGERTIP FORMULARY MOBILE	3349943	December 4, 2007
DR/Decision Resources, LLC	CHARTTRENDS	3593454	March 17, 2009
DR/Decision Resources, LLC	TREATMENTTRENDS	3593455	March 17, 2009
DR/Decision Resources, LLC	AMR ARLINGTON MEDICAL RESOURCES INC.	3630973	June 2, 2009
DR/Decision Resources, LLC	MANHATTANRESEARC H	3650122	July 7, 2009
DR/Decision Resources, LLC	MANHATTANRESEARC H STRATEGIC INSIGHT	3650123	July 7, 2009

Grantor	Mark	Reg. No. or Appln. No.	Date
DR/Decision Resources, LLC	CYBERCITIZEN HEALTH	3704461	November 3, 2009
DR/Decision Resources, LLC	R RELAY TECHNOLOGY MANAGEMENT	3704603	November 3, 2009
DR/Decision Resources, LLC	LAUNCHTRENDS	3723330	December 8, 2009
DR/Decision Resources, LLC	BIOTRENDS RESEARCH GROUP	3834488	August 17, 2010
DR/Decision Resources, LLC	BIOTRENDS RESEARCH GROUP	3912242	January 25, 2011
DR/Decision Resources, LLC	PATHFINDERx	4041709	October 18, 2011
DR/Decision Resources, LLC	PHARMASTRAT	4102281	February 21, 2012
DR/Decision Resources, LLC	RELAY INNOVATION ENGINE	4372917	July 23, 2013
DR/Decision Resources, LLC	BD LIVE!	4415169	October 8, 2013
Decision Resources, Inc.	DECISION RESOURCES	1294871	September 11, 1984
Decision Resources, Inc.	DR REPORTS	1689007	May 26, 1992
Decision Resources, Inc.	COGNOS	1703177	July 28, 1992
Decision Resources, Inc.	PHARMACOR	1706742	August 11, 1992
Decision Resources, Inc.	ONKOS	1794969	September 28, 1993
Decision Resources, Inc.	CARDIUM	1866990	December 13, 1994
Decision Resources, Inc.	DECISIONBASE	2078350	July 15, 1997
Decision Resources, Inc.	PATIENTBASE	2897818	October 26, 2004
Decision Resources, Inc.	HEALTHLEADERS - INTERSTUDY	3658508	June 21, 2009
Decision Resources, Inc.	MANAGED MARKET SURVEYOR	3760015	March 16, 2010
Decision Resources, Inc.	FORMULARY FORUM	3762300	March 23, 2010
Decision Resources, Inc.	EMPLOYER VANTAGE	4229255	October 23, 2012
Decision Resources, Inc.	DECISION RESOURCES GROUP	4330642	May 7, 2013
Decision Resources, Inc.	DECISION RESOURCES	4330643	May 7, 2013
Decision Resources, Inc.	PHARMACOR	4434683	November 19, 2013

(B) TRADEMARK APPLICATIONS

N/A

(C) TRADEMARK LICENSES

N/A