

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM368050

<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>
Infogix, Inc.		12/31/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Capital Agent Services, LLC		
<b>Street Address:</b>	2 Bethesda Metro Center, 11th Floor		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20184		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4711273	INFOGIX ERA	
<b>Registration Number:</b>	4711278	TURNING REFORM INTO REVENUE	
<b>Registration Number:</b>	4587978	ART	
<b>Registration Number:</b>	4454454	INFOGIX	
<b>Registration Number:</b>	4201735	INFOGIX ER	
<b>Registration Number:</b>	4198129	INFOGIX PERCEIVE	
<b>Registration Number:</b>	4201742	INFOGIX DTM	
<b>Registration Number:</b>	4198140	INFOGIX NEXIX	
<b>Registration Number:</b>	3771508	ROUTEMIND	
<b>Registration Number:</b>	3839120	REVMIND	
<b>Registration Number:</b>	3660873	ACR/CONNECTOR	
<b>Registration Number:</b>	3663449	ACR/INSTREAM	
<b>Registration Number:</b>	3660871	ACR/WORKBENCH	
<b>Registration Number:</b>	3498546	INFOGIX ASSURE	
<b>Registration Number:</b>	3498547	INFOGIX INSIGHT	
<b>Registration Number:</b>	3515309	HEALTHMIND	
<b>Registration Number:</b>	3680429	ACCELERATE YOUR GAIN	
<b>Registration Number:</b>	3655373	TRAFFICMIND	
<b>Registration Number:</b>	3382593	DATAMIND	

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Property Type	Number	Word Mark
Registration Number:	3338511	INFORMATION WITH CONFIDENCE
Registration Number:	3489360	CLICKMIND
Registration Number:	3387683	NETMIND
Registration Number:	3440768	ACR/SUMMARY
Registration Number:	3440767	ACR/DETAIL
Registration Number:	3260599	=
Registration Number:	3152257	INFOGIX
Registration Number:	2287336	UNITECH SYSTEMS, INC.
Registration Number:	1934685	INFORMATION INTEGRITY
Registration Number:	1845486	ACR/PLUS
Registration Number:	1888261	ACR/FILE
Registration Number:	1884679	ACR/DETAIL
Registration Number:	1883384	ACR/SUMMARY
Registration Number:	1423672	ACR

#### CORRESPONDENCE DATA

**Fax Number:** 3129021061

*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:** 312-577-8438

**Email:** raquel.haleem@kattenlaw.com

**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman

**Address Line 1:** 525 West Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	384287-20
<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	01/05/2016

#### Total Attachments: 6

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**GRANT OF**  
**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of December 31, 2015 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of AMERICAN CAPITAL AGENT SERVICES, LLC, a Delaware limited liability company (“**ACAS**”), located at 2 Bethesda Metro Center, 11<sup>th</sup> Floor, Bethesda, Maryland 20184, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of December 31, 2015 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among PROJECT ATLAS MERGER SUB, INC., a Delaware corporation (“**Merger Sub**” or “**Initial Borrower**”), INFOGIX HOLDINGS, INC., a Delaware corporation (following the Merger as successor to Merger Sub by operation of law and in its capacity as successor parent guarantor to Parent, “**Holdings**”), INFOGIX PARENT CORPORATION, a Delaware corporation (“**Parent**”), as a Guarantor, the Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors, INFOGIX, INC., a Delaware corporation and a wholly-owned direct subsidiary of Holdings (“**Infogix Opco**”, and in its capacity as Successor Borrower to Initial Borrower, “**Borrower**”, and each other Person party thereto that is designated as a Borrower from time to time, the “**Borrowers**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and ACAS, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of December 31, 2015, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial

accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

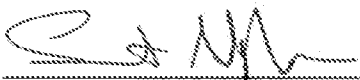
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**INFOGIX, INC.**, a Delaware corporation  
as a Grantor

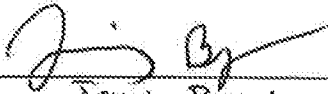
By: 

Name: Sumit Nijhawan

Title: President, Chief Executive Officer and Secretary

[Signature Page to Trademark Security Agreement]

AMERICAN CAPITAL AGENT SERVICES,  
LLC, a Delaware limited liability company,  
as Collateral Agent


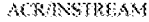
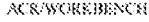
By:   
Name: Jamin Bynum  
Title: Principal



[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005702 FRAME: 0756

## SCHEDULE A

### U.S. Trademark Registrations and Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
Infogix, Inc.	INFOGIX ERA	86338868	7/16/14	4711273	3/31/15
Infogix, Inc.	TURNING REFORM INTO REVENUE	86339043	7/16/14	4711278	3/31/15
Infogix, Inc.	ART and Design 	86148164	12/19/13	4587978	8/19/14
Infogix, Inc.	INFOGIX	85923646	5/5/13	4454454	12/24/13
Infogix, Inc.	INFOGIX ER	85518775	1/18/12	4201735	9/4/12
Infogix, Inc.	INFOGIX PERCEIVE	85518794	1/18/12	4198129	8/28/12
Infogix, Inc.	INFOGIX DTM	85518952	1/18/12	4201742	9/4/12
Infogix, Inc.	INFOGIX NEXIX	85518965	1/18/12	4198140	8/28/12
Infogix, Inc.	ROUTEMIND	77836899	9/29/09	3771508	4/6/10
Infogix, Inc.	REVMIND	77808318	8/19/09	3839120	8/24/10
Infogix, Inc.	ACR/CONNECTOR	77657718	1/27/09	3660873	7/28/09
Infogix, Inc.	ACR/INSTREAM and Design 	77657630	1/27/09	3663449	8/4/09
Infogix, Inc.	ACR/WORKBENCH and Design 	77657671	1/27/09	3660871	7/28/09

Infogix, Inc.	INFOGIX ASSURE	77385447	1/31/08	3498546	9/9/08
Infogix, Inc.	INFOGIX INSIGHT	77385598	131/08	3498547	9/9/08
Infogix, Inc.	HEALTHMIND	77362238	1/1/08	3515309	10/14/08
Infogix, Inc.	ACCELERATE YOUR GAIN	77292707	10/1/07	3680429	9/8/09
Infogix, Inc.	TRAFFICMIND	77292742	10/1/07	3655373	7/14/09
Infogix, Inc.	DATAMIND	77092997	1/28/07	3382593	2/12/08
Infogix, Inc.	INFORMATION WITH CONFIDENCE	77088302	1/22/07	3338511	11/20/07
Infogix, Inc.	CLICKMIND	77074806	1/3/07	3489360	8/19/08
Infogix, Inc.	NETMIND	77067420	12/19/06	3387683	2/26/08
Infogix, Inc.	ACR/SUMMARY	78946234	8/7/06	3440768	6/3/08
Infogix, Inc.	ACR/DETAIL	78945572	8/4/06	3440767	6/3/08
Infogix, Inc.	= and Design 	78884647	5/16/06	3260599	7/10/07
Infogix, Inc.	INFOGIX	78657762	6/24/05	3152257	10/3/06
Infogix, Inc.	UNITECH SYSTEMS, INC.	75453929	3/20/98	2287336	10/19/99
Infogix, Inc.	INFORMATION INTEGRITY	74476315	12/30/93	1934685	11/14/95
Infogix, Inc.	ACR/PLUS	74437431	9/20/93	1845486	7/19/94
Infogix, Inc.	ACR/FILE	74437428	9/20/93	1888261	4/11/95
Infogix, Inc.	ACR/DETAIL	74437427	9/20/93	1884679	3/21/95
Infogix, Inc.	ACR/SUMMARY	74437432	9/20/93	1883384	3/14/95
Infogix, Inc.	ACR and Design 	73563955	10/18/85	1423672	1/6/87