

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM369258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent		01/14/2016	BANK: SWITZERLAND
RECEIVING PARTY DATA			
Name:	PMSI SETTLEMENT SOLUTIONS, LLC		
Street Address:	175 KELSEY LANE		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33619		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
Name:	PMSI, LLC		
Street Address:	175 KELSEY LANE		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33619		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
Name:	PROGRESSIVE MEDICAL, LLC		
Street Address:	6410 POPLAR, Suite 800		
City:	MEMPHIS		
State/Country:	TENNESSEE		
Postal Code:	38119		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
Name:	TMESYS, LLC		
Street Address:	175 KELSEY LANE		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33619		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
Name:	PROGRESSIVE SOLUTIONS, LLC		
Street Address:	6410 POPLAR, Suite 800		
City:	MEMPHIS		
TRADEMARK			

OP \$815.00 3833187

State/Country:	TENNESSEE
Postal Code:	38119
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3833187	DRUG VALUE REVIEW
Registration Number:	3788957	DRUG VALUE REVIEW
Registration Number:	3833188	DRUG VALUE TOOL
Registration Number:	3824492	DVR
Registration Number:	3840498	DVR
Registration Number:	3895658	LIABILITY PRIMARY PAYER ALLOCATION
Registration Number:	3825955	LPPA
Registration Number:	3865145	MEDICARECONNECT
Registration Number:	3843592	PMSI SETTLEMENT SOLUTIONS
Registration Number:	2918034	ARKOS RISK MANAGEMENT
Registration Number:	3497334	ASSURANCE OF FINALITY
Registration Number:	3747096	MEDASSESS
Serial Number:	85561188	MEDASSESS RISK INTELLIGENCE SYSTEM
Registration Number:	4237738	MEDASSESS RISK IS
Registration Number:	3948024	PHARMACOMPLETE
Registration Number:	4406499	PHARMACYPHYSICAL
Registration Number:	2829024	PMSI
Registration Number:	2773057	PMSI
Registration Number:	3727000	PMSI MSA
Registration Number:	3554533	PMSI MSA
Registration Number:	4362189	RISK IS
Registration Number:	4407189	SETTLEMENTCOMPLETE
Registration Number:	3458586	VITALPOINT
Registration Number:	2603390	FIRST FILL
Serial Number:	86024607	MORE CONTROL. BETTER OUTCOMES.
Registration Number:	3121194	SCRIPT-WISE
Registration Number:	2754111	DIRECTCOMPRX
Registration Number:	3997150	P2P LINK
Registration Number:	2135348	THIRD PARTY SOLUTIONS
Registration Number:	3217766	WORKINGRX
Registration Number:	1806373	TMESYS
Registration Number:	4253703	AUTOMED SOLUTIONS

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:	CRS1-40844
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	01/14/2016

Total Attachments: 7

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RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of January 14, 2016 (this “**Release**”), by Credit Suisse AG, Cayman Islands Branch, as administrative agent (the “**Administrative Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the IP Security Agreement, as applicable, referred to below (and in the event a term is defined differently in the Credit Agreement and the IP Security Agreement, the applicable definition shall be the one given to such term in the IP Security Agreement).

A. Reference is made to (i) the Second Lien Credit Agreement dated as of October 22, 2013 (as amended by that certain First Amendment and First Incremental Joinder Agreement dated as of June 20, 2014 and as further amended, restated, supplemented or otherwise modified to the date hereof, the “**Credit Agreement**”), among P2 Lower Acquisition, LLC, a Delaware limited liability company (the “**Parent Borrower**”), Progressive Solutions, LLC, a Delaware limited liability company (the “**Progressive Borrower**” and, together with the Parent Borrower, the “**Borrowers**”), P2 Holdco Guarantor, LLC, a Delaware limited liability company, P2 Newco Guarantor, LLC, a Delaware limited liability company, P2 Holdco, LLC, a Delaware limited liability company, each Lender from time to time party thereto and the Administrative Agent, (ii) the Second Lien Security Agreement dated as of October 22, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the grantors party thereto and the Administrative Agent and (iii) the Second Lien Intellectual Property Security Agreement dated as of October 22, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) between the grantors party thereto (the “**Grantors**”) and the Administrative Agent (such documents set forth in clauses (i) through (iii), the “**Security Documents**”).

B. Pursuant to the Security Documents, the Grantors granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the Intellectual Property Collateral (as defined in the Security Agreement) and the Collateral (as defined in the IP Security Agreement) (collectively, the “**IP Collateral**”), which shall include, without limitation and for purposes hereof, the following:

(i) all Patents, including as set forth on Schedule I hereto, which security interest was recorded with the United States Patent & Trademark Office on November 6, 2013 at Reel 31588, Frame 617;

(ii) all Trademarks, including as set forth on Schedule II hereto, which security interest was recorded with the United States Patent & Trademark Office on November 6, 2013 at Reel 5147, Frame 393;

(iii) all Copyrights, including as set forth on Schedule III hereto, which security interest was recorded with the United States Copyright Office on November 7, 2013 at Volume 3620, Document 311; and

(iv) all other Intellectual Property Collateral (as defined in the Security Agreement) and all other Collateral (as defined in the IP Security Agreement).

C. Pursuant to the Payoff Letter dated as of January 14, 2016 among the Administrative Agent and the Borrowers, the Administrative Agent agreed to release any and all interests it may have in the IP Collateral pursuant to the Security Documents.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of the Secured Parties, does hereby terminate, release, relinquish and discharge its security interests in the IP Collateral and any right, title or interest it has in the IP Collateral granted pursuant to the Security Documents shall hereby cease and become void as provided for in the Security Documents. This Release is made without representation or warranty by, or recourse to, the Administrative Agent or any other Secured Party.

The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the security interest contemplated hereby. The Administrative Agent further agrees to make filings with the United States Patent and Trademark Office and the United States Copyright Office and other necessary filings, in each case as reasonably requested by the Borrowers and at the expense of the Borrowers, to evidence the release and termination of the Administrative Agent's security interests in the IP Collateral.

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

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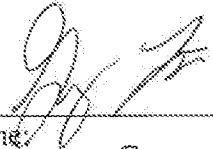
IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By


Name: MIKHAIL FAYBUSOVICH
Title: AUTHORIZED SIGNATORY

By


Name: Gregory Fantoni
Title: Authorized Signatory

[Signature page to Release of Intellectual Property Security Interests -- Second Lien]

[[3571357]]

TRADEMARK
REEL: 005709 FRAME: 0898

SCHEDULE I

LIST OF PATENTS

Patent Title	Jurisdiction	Patent No. (App. No.)	Issue Date (App. Date)	Owner
Workers' compensation information processing system	United States	8069066	11/29/2011	StoneRiver Pharmacy Solutions, Inc.
Workers compensation information processing system	United States	7395217	7/1/2008	StoneRiver Pharmacy Solutions, Inc.

SCHEDULE II

LIST OF TRADEMARKS

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Owner
DRUG VALUE REVIEW	U.S. Federal	77890121	10-Dec-2009	3833187	10-Aug-2010	PMSI Settlement Solutions, Inc.
DRUG VALUE REVIEW	U.S. Federal	77890124	10-Dec-2009	3788957	11-May-2010	PMSI Settlement Solutions, Inc.
DRUG VALUE TOOL	U.S. Federal	77890123	10-Dec-2009	3833188	10-Aug-2010	PMSI Settlement Solutions, Inc.
DVR	U.S. Federal	77890118	10-Dec-2009	3824492	27-Jul-2010	PMSI Settlement Solutions, Inc.
DVR	U.S. Federal	77890122	10-Dec-2009	3840498	31-Aug-2010	PMSI Settlement Solutions, Inc.
LIABILITY PRIMARY PAYER ALLOCATION	U.S. Federal	77649984	15-Jan-2009	3895658	21-Dec-2010	PMSI Settlement Solutions, Inc.
LPPA	U.S. Federal	77649987	15-Jan-2009	3825955	27-Jul-2010	PMSI Settlement Solutions, Inc.
MEDICARECONNECT	U.S. Federal	77650007	15-Jan-2009	3865145	19-Oct-2010	PMSI Settlement Solutions, Inc.
PMSI SETTLEMENT SOLUTIONS	U.S. Federal	77649999	15-Jan-2009	3843592	07-Sep-2010	PMSI Settlement Solutions, Inc.
ARKOS RISK MANAGEMENT	U.S. Federal	78183649	11-Nov-2002	2918034	11-Jan-2005	PMSI, Inc.
ASSURANCE OF FINALITY	U.S. Federal	76669254	20-Nov-2006	3497334	02-Sep-2008	PMSI, Inc.
MEDASSESS	U.S. Federal	76668511	06-Nov-2006	3747096	09-Feb-2010	PMSI, Inc.
MEDASSESS RISK INTELLIGENCE SYSTEM	U.S. Federal	85561188	06-Mar-2012	N/A	N/A	PMSI, Inc.
MEDASSESS RISK IS	U.S. Federal	85609158	26-Apr-2012	4237738	06-Nov-2012	PMSI, Inc.
PHARMACOMPLETE	U.S. Federal	76703143	27-May-2010	3948024	19-Apr-2011	PMSI, Inc.
PHARMACYPHYSICAL	U.S. Federal	85847028	12-Feb-2013	4406499	24-Sep-2013	PMSI, Inc.
PMSI	U.S. Federal	76326324	17-Oct-2001	2829024	06-Apr-2004	PMSI, Inc.
PMSI	U.S. Federal	76326650	17-Oct-2001	2773057	14-Oct-2003	PMSI, Inc.
PMSI MSA	U.S. Federal	76698585	23-Jul-2009	3727000	22-Dec-2009	PMSI, Inc.
PMSI MSA	U.S. Federal	76667383	13-Oct-2006	3554533	30-Dec-2008	PMSI, Inc.
RISK IS	U.S. Federal	85575244	21-Mar-2012	4362189	02-Jul-2013	PMSI, Inc.
SETTLEMENTCOMPLETE	U.S. Federal	85915820	26-Apr-2013	4407189	24-Sep-2013	PMSI, Inc.
VITALPOINT	U.S. Federal	76669255	20-Nov-2006	3458586	01-Jul-2008	PMSI, Inc.
FIRST FILL	U.S. Federal	75852981	18-Nov-1999	2603390	06-Aug-2002	Progressive Medical, Inc.
MORE CONTROL. BETTER OUTCOMES.	U.S. Federal	86024607	31-Jul-2013	N/A	N/A	Progressive Medical, Inc.
SCRIPT-WISE	U.S. Federal	76573134	02-Feb-2004	3121194	25-Jul-2006	Progressive Medical, Inc.
DIRECTCOMPRX	U.S. Federal	76356463	08-Jan-2002	2754111	19-Aug-2003	Progressive Solutions, Inc.
P2P LINK	U.S. Federal	85189672	02-Dec-2010	3997150	19-Jul-2011	Progressive Solutions, Inc.
THIRD PARTY SOLUTIONS	U.S. Federal	75144941	05-Aug-1996	2135348	10-Feb-1998	Progressive Solutions, Inc.
WORKINGRX	U.S. Federal	78883754	15-May-2006	3217766	13-Mar-2007	Progressive Solutions, Inc.
TMESYS	U.S. Federal	74359538	16-Feb-1993	1806373	23-Nov-1993	Tmesys TM , Inc.

AUTOMED SOLUTIONS	U.S. Federal	85601341	18-Apr-2012	4253703	04-Dec-2012	Progressive Medical, Inc.
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SCHEDULE III

LIST OF COPYRIGHTS

Title	Reg. No.	Reg. Date	Copyright Claimant
The DVR Calculator	TXu001701107	2010-04-29	PMSI, Inc.
The DVR iPhone Application Source Code	TXu001668628	2010-01-27	PMSI, Inc.
DVR Website Application Source Code	TXu001695153	2010-05-20	PMSI, Inc.
Express Pharmacy Services, Inc., drug utilization review support program : Greed, need, and speed.	TX0003223569	1991-12-23	Tmesys TM , Inc.