

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384992

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900364432

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lumeris Solutions Company, LLC		04/19/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Deerfield MGMT, L.P., as Agent
Street Address:	780 Third Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4686908	ACCOUNTABLE DELIVERY SYSTEM PLATFORM (AD
Registration Number:	4614880	NINE C'S
Serial Number:	85797223	ADSP
Registration Number:	4299603	ACCOUNTABLE DELIVERY SYSTEM INSTITUTE
Registration Number:	4229153	ACCOUNTABLE DELIVERY SYSTEM INSTITUTE
Registration Number:	4229155	ADSI
Registration Number:	4051917	MAESTRO
Registration Number:	3881928	APPLIED ANALYTICS FOR HEALTHCARE
Registration Number:	3897529	CARETARGET
Registration Number:	3988596	ENHANCED ENCOUNTER
Registration Number:	3949551	COLLABORATIVE PAYER
Registration Number:	3904484	YOUR PATIENTS IN FOCUS
Registration Number:	4103959	
Registration Number:	3904178	CLEARPRACTICE
Registration Number:	3897146	
Registration Number:	3897144	LUMERIS
Registration Number:	3881476	LUMERIS
Registration Number:	3881447	CLEARPRACTICE

TRADEMARK

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:** 312.577.8034**Email:** oscar.ruiz@kattenlaw.com**Correspondent Name:** Oscar Ruiz c/o Katten Muchin Rosenman**Address Line 1:** 525 West Monroe Street**Address Line 4:** Chicago, ILLINOIS 60661**ATTORNEY DOCKET NUMBER:** 333285-125**NAME OF SUBMITTER:** Oscar Ruiz**SIGNATURE:** /Oscar Ruiz/**DATE SIGNED:** 05/19/2016**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 19th day of April, 2016 by LUMERIS SOLUTIONS COMPANY, LLC, a Delaware limited liability company ("Grantor"), in favor of DEERFIELD MGMT, L.P., as Agent for the Lenders (the "Grantee"):

WITNESSETH

WHEREAS, Grantor, the Lenders and Grantee, have entered into a certain Facility Agreement dated as of April 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Facility Agreement"), pursuant to which Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor.

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement dated as of April 19, 2016 among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty Agreement"), Grantor has granted to Grantee a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Grantor (collectively, the "Trademarks"), including registrations and applications therefor, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Guaranty Agreement); provided that the foregoing shall exclude all Excluded Property (as such term is defined in the Guaranty Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Facility Agreement and Guaranty Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the benefit of the Lenders and hereby reaffirms its prior grant pursuant to the Guaranty Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark..

3. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed in such State. All legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a Party or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding.

4. Loan Document. This Agreement shall constitute a Loan Document.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LUMERIS SOLUTIONS COMPANY, LLC, a
Delaware limited liability company

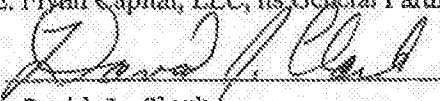
By: 

Name: W. Michael Long

Title: President and CEO

Agreed and Accepted
As of the Date First Written Above:

DEERFIELD MGMT, L.P.
By: J.E. Flynn Capital, LLC, its General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

Schedule A

Mark	Country	Application No.	Registration No.	Application Date	Registration Date
Accountable Delivery System Platform	US		4686908		2/17/15
Nine C's	US		4614880		9/30/14
ADSP	US	85797223			12/7/12
Accountable Delivery System Institute	US		4299603		3/5/13
Accountable Delivery System Institute (Design Mark)	US		4229153		10/23/12
ADSI	US		4229155		10/23/12
MAESTRO	US		4051917		11/8/11
Applied Analytics For Healthcare	US		3881928		11/23/10
CARE TARGET	US		3897529		12/18/10
Enhanced Encounter	US		3988596		7/5/11
Collaborative Payer	US		3949551		4/19/11
Your Patients in Focus	US		3904484		1/11/11
Design Only	US		4103959		2/28/12
CLEAR PRACTICE	US		3904178		1/11/11

Mark	Country	Application No.	Registration No.	Application Date	Registration Date
Design Only	US		3897146		12/28/10
Lumeris	US		3897144		12/28/10
Lumeris	US		3881476		11/23/10
Clear Practice	US		3881447		11/23/10

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