

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trover Solutions, Inc.		06/15/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Credit Suisse, Cayman Islands Branch, as Second Lien Collataeral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2555157	HEALTHCARE RECOVERIES
Registration Number:	2555156	HEALTHCARE RECOVERIES
Registration Number:	2551023	TRANSPAC SOLUTIONS
Registration Number:	2451116	TRANSPAC SOLUTIONS
Registration Number:	2725194	TROVERIS
Serial Number:	78284065	HEALTHCARE RECOVERIES
Serial Number:	78294076	THE ADVISOR ANSWER
Serial Number:	78178995	IMPROVING THE SCIENCE OF RECOVERY
Serial Number:	76352698	TROVER SOLUTIONS
Serial Number:	78277899	TROVER SOLUTIONS, INC.
Serial Number:	78277908	TROVER SOLUTIONS, INC.
Serial Number:	78283759	TROVERIS
Serial Number:	78283768	TROVERIS
Serial Number:	78277888	TROVERIS

CH \$365.00 2555157

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/28/2005

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT dated as of June 15, 2005, among TROVER SOLUTIONS, INC., a Delaware corporation (the "**Borrower**"), TSI HOLDING CO., INC., a Delaware corporation ("**Holdings**") and CREDIT SUISSE ("**Credit Suisse**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Second Lien Credit Agreement dated as of June 15, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the lenders party thereto (the "**Lenders**") and Credit Suisse, as administrative agent (in such capacity, the "**Administrative Agent**") and Collateral Agent and (b) the Second Lien Guarantee and Collateral Agreement dated as of June 15, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), among the Borrower, Holdings, the Domestic Subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower and Holdings will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Borrower, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the "**Trademarks**");

(b) all goodwill associated with or symbolized by the Trademarks; and

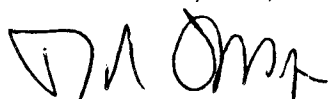
(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TROVER SOLUTIONS, INC.,

by 
Name: DOUGLAS R. SHARP
Title: CFO & EVP

TSI HOLDING CO., INC.,

by 
Name: DOUGLAS R. SHARP
Title: CFO & EVP

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by _____
Name:
Title:

by _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TROVER SOLUTIONS, INC.,

by

Name:
Title:

TSI HOLDING CO., INC.,

by

Name:
Title:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by



Name: JAMES MORAN
Title: MANAGING DIRECTOR

by



Name: DENISE L. ALVAREZ
Title: ASSOCIATE

Schedule I

Trover Solutions, Inc.

Registered Trademarks

Registration Number	Application Number	Trademark Title	Filing Date	Issued Date	Expiration Date
2,555,157	76/083,899	HEALTHCARE RECOVERIES	July 6, 2000	April 2, 2002	
2,555,156	76/083,898	HEALTHCARE RECOVERIES & design [swoosh]	July 6, 2000.	April 2, 2002	
2,551,023	76/039,207	TRANSPAC SOLUTIONS	May 1, 2000	May 19, 2002	
2,451,116	76/085,389	TRANSPAC SOLUTIONS & design [double swoosh]	July 7, 2000.	May 15, 2001	
2,725,194	76/202,036	TROVERIS	January 31, 2001	June 10, 2003	

Trademark Applications

Application Number	Registration Number	Application Title	Filing Date	Issued Date	Expiration Date
78/284,065		HEALTHCARE RECOVERIES	August 6, 2003		
78/294,076		HEALTHCASE RECOVERIES &	August 6, 2003		

CT01/SHERER/214430.1

		Design [swoosh]			
78,178,995		IMPROVING THE SCIENCE OF RECOVERY	October 28, 2002		
76/352,698		TROVER SOLUTIONS	December 21, 2001		
78/277,899		TROVER SOLUTIONS & Design [swoosh]	July 23, 2003		
78/277,908		TROVER SOLUTIONS & Design [swoosh]	July 23, 2003		
78/283,759		TROVERIS	August 6, 2003		
78/277,888		TROVERIS & design [swoosh]	July 23, 2003		
78/283,768		Troveris & design [swoosh]	August 6, 2003		

CT01/SHERER/214430.1