

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Emdeon Business Services LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 05/31/2008

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Supplemental 2nd Lien TM Sec. Agt.

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Citibank, N.A., as Collateral Agent

Internal _____

Address: _____

Street Address: 390 Greenwich Street

City: New York

State: NY

Country: USA Zip: 10013

- ☒ Association Citizenship USA
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Association Citizenship USA
 If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77/419,052, 77/375,708, 77/173,493

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Attn: Jean Paterson

Street Address: 1090 Vermont Avenue

Suite 430

City: Washington

State: DC Zip: 20005

Phone Number: 703-999-1895

Fax Number: 202-408-3141

Email Address: jpaterson@cscinfo.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

2/2/09

Date

Jean Paterson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK
REEL: 003928 FRAME: 0660

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

01/21/2009
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental 1st Lien TM Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emdeon Business Services LLC		05/31/2008	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77419052	EMDEON CLAIM MASTER	
Serial Number:	77375708	EMDEON VISION	
Serial Number:	77173493	PROVIDER VISION	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	965658		
NAME OF SUBMITTER:	Jean Paterson		

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Signature:	/Jean Paterson/
Date:	01/21/2009
Total Attachments: 5 source=1-21-09 Emdeon Business-TM#page1.tif source=1-21-09 Emdeon Business-TM#page2.tif source=1-21-09 Emdeon Business-TM#page3.tif source=1-21-09 Emdeon Business-TM#page4.tif source=1-21-09 Emdeon Business-TM#page5.tif	

Supplemental First Lien Trademark Security Agreement

Supplemental First Lien Trademark Security Agreement, dated as of May __, 2008, by Emdeon Business Services LLC ("Pledgor"), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a First Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Supplemental First Lien Trademark Security Agreement;

NOW, THEREFORE, in exchange for good and valuable consideration, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

(a) Trademarks of the Pledgor listed on Schedule I attached hereto (other than Excluded Property), provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental First Lien

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Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations that are not due and payable on the Closing Date) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental First Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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IN WITNESS WHEREOF, the Pledgor has caused this Supplemental First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EMDEON BUSINESS SERVICES LLC

By: 

Name:

Title:

Bob Newport Jr.
cto

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By: 

Name:

Title:

Rob Ziemer
Vice President

TRADEMARK

REEL: 003928 FRAME: 0665

SCHEDULE I
to
SUPPLEMENTAL FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Emdeon Business Services LLC	77/419,052	EMDEON CLAIM MASTER
Emdeon Business Services LLC	77/375,708	EMDEON VISION
Emdeon Business Services LLC	77/173,493	PROVIDER VISION