

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Click4Care, Inc.		08/27/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Psilos Group Managers, LLC
Street Address:	140 Broadway, 51st Floor
Internal Address:	c/o Psilos Group Managers, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Jan-Erik Lundberg
Street Address:	140 Broadway, 51st Floor
Internal Address:	c/o Psilos Group Managers, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Individual: UNITED STATES

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	77742434	THINKHEALTH
Serial Number:	77742407	CLICK4CARE
Serial Number:	77742405	C4C

**CORRESPONDENCE DATA**

Fax Number: (312)251-5732

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900142408**

**TRADEMARK  
 REEL: 004056 FRAME: 0354**

**CH \$90.00 77742434**

Phone: 312.368.4000  
Email: ch.tm@dlapiper.com  
Correspondent Name: DLA Piper LLP (US)  
Address Line 1: P.O. Box 64807  
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	366837-000013
NAME OF SUBMITTER:	Mark I. Feldman
Signature:	/Mark Feldman/
Date:	09/02/2009

**Total Attachments: 8**

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**PATENT AND TRADEMARK SECURITY AGREEMENT**

This Patent and Trademark Security Agreement (this "Agreement"), dated as of August 27, 2009, is made by Click4Care, Inc., a Delaware corporation ("Grantor"), in favor of Psilos Group Managers, LLC, a Delaware limited liability company, and Jan-Erik Lundberg, an individual person, as the duly authorized representatives of the Lenders (defined below) under the Loan Agreement (defined below) (collectively, and together with their respective successors and permitted assigns, the "Lender Representatives"). Borrower and the Lender Representatives are collectively referred to herein as the "Parties".

**RECITALS**

A. The Parties are party to a Loan and Note Purchase Agreement of even date herewith (as amended from time to time, the "Loan Agreement"), together with the lenders named therein from time to time (the "Lenders"), pursuant to which the Lenders have agreed to make a loan to Grantor.

B. The Parties are party to a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") under which the obligations owed by Grantor to the Lenders are secured.

C. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to the Lender Representatives, for the benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Lender Representatives, for the benefit of the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, and all products and proceeds thereof, and all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

**AGREEMENT**

1. In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to the Lender Representatives, for the benefit of the Lenders (ratably according to the Outstanding Balances of their respective Notes), a continuing security interest in all of Grantor's right, title and interest in, to and under the following (whether presently existing or hereafter created or acquired):

a. each trademark and trademark application, including those listed in Schedule 1, together with any reissues, continuations or extensions thereof and all goodwill associated therewith, except that any U.S. intent-to-use applications will only be assigned after an acceptable amendment to allege use or a statement of use has been filed with the U.S. Patent and Trademark Office;

b. each trademark license, including those listed on Schedule 1, together with all goodwill associated therewith;

c. all proceeds of the items identified in Section 1(d)–(e), any claim by Grantor against third parties for past, present or future infringement of any trademark owned by Grantor (including those listed in Schedule 1), and any trademark registration issued pursuant to a trademark application listed in Schedule 1 (items identified in Section 1(a)–(c), collectively, being the "Trademark Collateral");

d. each patent and patent application, including those listed in Schedule 2, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

e. each patent license, including, those listed in Schedule 2, together with all goodwill associated therewith; and

f. all products and proceeds of the items identified in Section 1(d)–(e), any claim by Grantor against third parties for past, present or future infringement of any patent owned by Grantor (including those listed in Schedule 2), and any patent issued pursuant to a patent application listed in Schedule 2 (items identified in Section 1(d)–(f), collectively, being the “Patent Collateral”).


2. This security interest is granted in conjunction with the security interests granted to the to the Lender Representatives, for the benefit of the Lenders, pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender Representatives and the Lenders with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement and Security Agreement, the terms and provisions of which are incorporated herein by reference.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTOR:**

CLICK4CARE, INC.

By:   
Name: Matthew W. Hughes  
Title: SVP Finance and Secretary

**Acknowledged:**

PSILOS GROUP MANAGERS, LLC

JAN-ERIK LUNDBERG

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

X \_\_\_\_\_

STATE OF OHIO )  
 ) ss  
COUNTY OF DELAWARE )

On 27, AUGUST, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that such person is the above indicated officer of Click4Care, Inc., which executed the above instrument; and that such person signed such person's name thereto by authority of the board of directors or similar governing body of said entity.



DUANE J. GRESH  
Notary Public, State of Ohio  
My Commission Expires 03-22-10

  
\_\_\_\_\_  
Notary Public

**SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT**

CENTRAL31252135.4

**TRADEMARK  
REEL: 004056 FRAME: 0359**

Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTOR:**

CLICK4CARE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Acknowledged:**

PSILOS GROUP MANAGERS, LLC

JAN-ERIK LUNDBERG

By:  \_\_\_\_\_  
Name: Stephen Krupa  
Title: Managing Member

X \_\_\_\_\_

Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTOR:**

CLICK4CARE, INC.

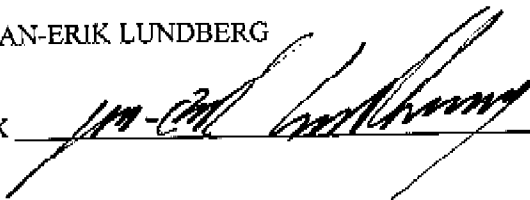
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Acknowledged:**

PSILOS GROUP MANAGERS, LLC

JAN-ERIK LUNDBERG

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

X  \_\_\_\_\_

**SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT**



**SCHEDULE 1**  
**TRADEMARK COLLATERAL**

**Registered Trademarks & Pending Trademark Applications:**

<b>Trademark</b>	<b>Owner</b>	<b>Reg. No. or Serial No.</b>	<b>Jurisdiction</b>	<b>Goods/Services</b>	<b>Date of First Use / Reg. Date</b>
THINKHEALTH	Grantor	77/742,434	USPTO	Class 9: Computer software for medical management. Class 42: Providing online non-downloadable software for medical management	July 29, 2005 / n/a
CLICK4CARE	Grantor	77/742,407	USPTO	Class 42: Design, development and implementation of medical management software; installation, maintenance and repair of medical management computer software	March 1, 2000 / n/a
C4C	Grantor	77/742,405	USPTO	Class 42: Design, development and implementation of medical management software; installation, maintenance and repair of medical management computer software	n/a / n/a

**Common Law Trademarks:** None.

**Licenses, Sublicenses and Other Contracts to Use Third-Party Trademarks:** None.

**Licenses, Sublicenses and Other Contracts to Use Click4Care, Inc. Trademarks:** None.

**SCHEDULE 2**  
**PATENT COLLATERAL**

**Patents:** None.

**Patent Applications:** None.

**Licenses, Sublicenses and Other Contracts to Use Third-Party Patents:** None.

**Licenses, Sublicenses and Other Contracts to Use Click4Care, Inc. Patents:** None.

**SCHEDULE TO PATENT AND TRADEMARK SECURITY AGREEMENT**

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**RECORDED: 09/02/2009**

**TRADEMARK**  
**REEL: 004056 FRAME: 0363**