

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
Chamberlin Edmonds & Associates, Inc.		11/10/2010	CORPORATION: DELAWARE
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: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3100222	CHAMBERLIN EDMONDS	
Serial Number:	85026184	CEA ADVANCED PAYER SEARCH	
Serial Number:	85038356	CEEDS	
Serial Number:	85026185	PACE	
Serial Number:	85026186	PACESETTER	
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 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	584224		

CH \$140.00 3100222

900175991

TRADEMARK
REEL: 004419 FRAME: 0532

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/22/2010
<p>Total Attachments: 6</p> <p>source=11-22-10 Chamberlin-TM#page1.tif</p> <p>source=11-22-10 Chamberlin-TM#page2.tif</p> <p>source=11-22-10 Chamberlin-TM#page3.tif</p> <p>source=11-22-10 Chamberlin-TM#page4.tif</p> <p>source=11-22-10 Chamberlin-TM#page5.tif</p> <p>source=11-22-10 Chamberlin-TM#page6.tif</p>	

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):

Chamberlin Edmonds & Associates, Inc.

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

Citizenship (see guidelines) USA-Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) NOVEMBER 10, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

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-Federal
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

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)

85026184, 85038356, 85026185 and 85026186

B. Trademark Registration No.(s)

3100222

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: Maureen P. Murphy, Legal Assistant

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3283

Fax Number: 212-378-2440

Email Address: mmurphy@cahill.com

6. Total number of applications and registrations involved:

5

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:

Maureen P. Murphy
Signature

NOVEMBER 15, 2010

Date

MAUREEN P. MURPHY

[FIRST LIEN]

Name of Person Signing

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

6

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

First Lien Trademark Security Agreement

First Lien Trademark Security Agreement, dated as of November 10, 2010, by CHAMBERLIN EDMONDS & ASSOCIATES, INC. (the "**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 that certain First Lien Security Agreement dated as of November 16, 2006 made by Pledgor, MediFAX-EDI Holding Company, a Delaware corporation, the guarantors party thereto and Citibank, N.A., as collateral agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, the Pledgor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, 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:

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

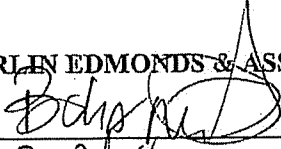
SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations that are not due and payable on the Closing Date) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing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

SECTION 5. Counterparts. This 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 First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

CHAMBERLIN EDMONDS & ASSOCIATES, INC.

By: 
Name: Bob L. Newpons Jr.
Title: CFO

AGREED TO AND ACCEPTED:

CITIBANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

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

CHAMBERLIN EDMONDS & ASSOCIATES, INC.

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

CITIBANK, N.A.,
as Collateral Agent

By: Caesar Wyzomirski
Name: CAESAR WYZOMIRSKI
Title: VP

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

OWNER	TRADEMARK	Serial No. Reg. No.	STATUS
Chamberlin Edmonds & Associates, Inc.	CEA ADVANCED PAYER SEARCH	85026184	Pending
Chamberlin Edmonds & Associates, Inc.	CEEDS	85038356	Pending
Chamberlin Edmonds & Associates, Inc.	CHAMBERLIN EDMONDS	3100222 / 78522069	Registered
Chamberlin Edmonds & Associates, Inc.	PACE	85026185	Pending
Chamberlin Edmonds & Associates, Inc.	PACESETTER	85026186	Pending

8911469.1