

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT								
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST								
<b>CONVEYING PARTY DATA</b>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Formerly</th> <th style="text-align: center;">Execution Date</th> <th style="text-align: center;">Entity Type</th> </tr> <tr> <td>Chamberlin Edmonds &amp; Associates, Inc.</td> <td></td> <td>11/10/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Chamberlin Edmonds & Associates, Inc.		11/10/2010	CORPORATION: DELAWARE	
Name	Formerly	Execution Date	Entity Type						
Chamberlin Edmonds & Associates, Inc.		11/10/2010	CORPORATION: DELAWARE						
<b>RECEIVING PARTY DATA</b>									
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								
<b>PROPERTY NUMBERS Total: 5</b>									
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							
<b>CORRESPONDENCE DATA</b>									
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									
<b>ATTORNEY DOCKET NUMBER:</b>	584224								

CH \$140.00 3100222

900176090

**TRADEMARK**  
**REEL: 004420 FRAME: 0271**

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/23/2010
<p>Total Attachments: 6</p> <p>source=11-23-10 Chamberlin-TM#page1.tif</p> <p>source=11-23-10 Chamberlin-TM#page2.tif</p> <p>source=11-23-10 Chamberlin-TM#page3.tif</p> <p>source=11-23-10 Chamberlin-TM#page4.tif</p> <p>source=11-23-10 Chamberlin-TM#page5.tif</p> <p>source=11-23-10 Chamberlin-TM#page6.tif</p>	

## **Second Lien Trademark Security Agreement**

**Second 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 Second 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 Second 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 Second 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 Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of

any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and 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 Second Lien Trademark Security Agreement.

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

[signature page follows]

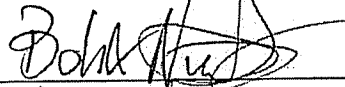
IN WITNESS WHEREOF, the Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHAMBERLIN EDMONDS & ASSOCIATES, INC.

By: \_\_\_\_\_

Name:

Title:

  
Bob A. Newport Jr.  
CFO

Accepted and Agreed:

CITIBANK, N.A.,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the Pledgor has caused this Second 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:

Accepted and Agreed:

CITIBANK, N.A.,  
as Collateral Agent

By: Caesar Wyszomirski  
Name: CAESAR WYSZOMIRSKI  
Title: VP

**SCHEDULE I**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

OWNER	TRADEMARK	Serial No.	STATUS
		Reg. No.	
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

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