

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
Trover Solutions, Inc.		12/28/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Canadian chartered bank: CANADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2451116	TRANSPAC SOLUTIONS	
Registration Number:	2551023	TRANSPAC SOLUTIONS	
Registration Number:	2555157	HEALTHCARE RECOVERIES	
Registration Number:	2555156	HEALTHCARE RECOVERIES	
Registration Number:	2757176	TROVER SOLUTIONS	
Registration Number:	2771758	IMPROVING THE SCIENCE OF RECOVERY	
Registration Number:	2869591	TROVERIS	
Registration Number:	2874812	TROVERIS	
Registration Number:	2874813	TROVERIS	
Registration Number:	2904948	HEALTHCARE RECOVERIES	
Registration Number:	2912952	HEALTHCARE RECOVERIES	
Registration Number:	2912915	TROVER SOLUTIONS, INC.	
Registration Number:	2912916	TROVER SOLUTIONS, INC.	
CORRESPONDENCE DATA			

900180908

**TRADEMARK
 REEL: 004449 FRAME: 0829**

OP \$340.00 2451116

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3127018352
Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com,
ejpalmer@mayerbrown.com
Correspondent Name: Erick J. Palmer
Address Line 1: P. O. Box 2828
Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	10478892 BANK OF MONTREAL
NAME OF SUBMITTER:	Erick J. Palmer
Signature:	/ejp/
Date:	01/10/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of December 28, 2010 (this "Agreement") is made between TROVER SOLUTIONS, INC., a Delaware corporation (the "Company"), and BANK OF MONTREAL ("BMO"), as Administrative Agent (as defined below) for the Secured Creditors (as defined in the Credit Agreement referred to below).

W I T N E S S E T H :

WHEREAS, the Company, various financial institutions and BMO, as administrative agent (in such capacity, the "Administrative Agent"), have entered into a Credit Agreement dated as of December 28, 2010 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Company and various of its affiliates from time to time parties thereto have entered into a Security Agreement dated as of the date hereof, with the Administrative Agent for the benefit of itself and the other Secured Creditors (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Security Agreement").

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure payment of all of the Secured Obligations, the Company hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a lien on and security interest in, and acknowledges and agrees that the Administrative Agent has and shall continue to have, for the benefit of the Secured Creditors, a continuing lien on and security interest in, all right, title and interest, whether now owned or existing or hereafter created, acquired or arising, in and to the following Collateral (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademark registrations and trademark applications (collectively, "Trademarks"), in each case now existing anywhere in the world or hereafter adopted or acquired, including those referred to in Attachment 1 hereto;

(b) all reissues, reexaminations, extensions or renewals of any of the items described in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a); and

(d) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present, or future infringement or

dilution of any Trademark, or for any injury to the goodwill associated with the use of any Trademark or for enforcement of any Trademark.

Notwithstanding the foregoing, no grant of any lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect to such application.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each other Secured Creditor pursuant to the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each other Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Release of Security Interest. Upon the Satisfaction Time, the Administrative Agent shall, at the Company's expense, execute and deliver to the Company all instruments and other documents, and take all other actions reasonably requested by the Company, as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder and to record such release in the United States Patent and Trademark Office.

SECTION 5. Acknowledgment. The Company hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the lien on and security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TROVER SOLUTIONS, INC.

By: 
Name: Timothy Nickel
Its: Vice President and Assistant Secretary

Address:

9390 Bunsen Parkway
Louisville, KY 40220
Attention: _____
Tel: _____
Fax: _____

BANK OF MONTREAL, as Administrative Agent

By: _____
Name: _____
Its: _____

Address:

Bank of Montreal
115 South LaSalle Street
Chicago, Illinois 60603
Attention: Andrew Pluta
Facsimile: (312) 293-4060

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

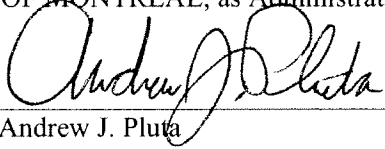
TROVER SOLUTIONS, INC.

By: _____
Name: _____
Its: _____

Address:

9390 Bunsen Parkway
Louisville, KY 40220
Attention: _____
Tel: _____
Fax: _____

BANK OF MONTREAL, as Administrative Agent

By:  _____
Name: Andrew J. Pluta
Its: Director

Address:

Bank of Montreal
115 South LaSalle Street
Chicago, Illinois 60603
Attention: Andrew Pluta
Facsimile: (312) 293-4060

ATTACHMENT 1
to Trademark Security Agreement

Registered Trademarks

<i>Trademark or Service Mark Description</i>	<i>Registration Date</i>	<i>Registration #</i>
TransPaC Solutions and Design [double swoosh]	05/15/2001	2,451,116
TransPaC Solutions	03/19/2002	2,551,023
Healthcare Recoveries	04/02/2002	2,555,157
Healthcare Recoveries and Design [swoosh]	04/02/2002	2,555,156
Trover Solutions	08/26/2003	2,757,176
Improving the Science of Recovery	10/07/2003	2,771,758
Troveris and Design [swoosh]	08/03/2004	2,869,591
Troveris	08/17/2004	2,874,812
Troveris and Design [swoosh]	08/17/2004	2,874,813
Healthcare Recoveries and Design [swoosh]	11/23/2004	2,904,948
Healthcare Recoveries	12/21/2004	2,912,952
Trover Solutions, Inc. and Design [swoosh]	12/21/2004	2,912,915
Trover Solutions, Inc. and Design	12/21/2004	2,912,916

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
		None	

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