

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 |
|--------------------------|----------|----------------|------------------------------------|
| The Studer Group, L.L.C. | | 09/29/2011 | LIMITED LIABILITY COMPANY: FLORIDA |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Bank of Montreal, as Administrative Agent |
| Street Address: | 111 W Monroe |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | Chartered Bank: CANADA |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------------------|
| Registration Number: | 2812595 | STUDERGROUP |
| Registration Number: | 2888380 | NINE PRINCIPLES |
| Registration Number: | 3023391 | HEALTHCARE FLYWHEEL |
| Registration Number: | 3041197 | HARDWIRED RESULTS |
| Registration Number: | 3062485 | PASSION PRINCIPLES PILLAR RESULTS |
| Registration Number: | 3152822 | MUST HAVES |
| Registration Number: | 3203887 | HIGHMIDDLELOW |
| Registration Number: | 3504229 | WHAT'S RIGHT IN HEALTH CARE |
| Registration Number: | 3697298 | STAFF EVALUATION MANAGER |
| Registration Number: | 3697300 | ROUNDING MANAGER |
| Registration Number: | 3697299 | LEADER EVALUATION MANAGER |
| Serial Number: | 85295266 | AIDET |
| Serial Number: | 85328441 | AIDET |
| Serial Number: | 85369292 | HOURLY ROUNDING |

TRADEMARK

900203341

REEL: 004632 FRAME: 0561

CH \$390.00 2812595

Serial Number:

85369403

HOURLY ROUNDING

CORRESPONDENCE DATA

Fax Number: (312)577-4565

Phone: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

334164-00011

NAME OF SUBMITTER:

Kristin Brozovic

Signature:

/Kristin Brozovic/

Date:

09/29/2011

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this “**Agreement**”), dated as of this 29th day of September, 2011, is made by The Studer Group, L.L.C., a Florida limited liability company (“**Grantor**”) with its principal place of business and mailing address at 913 Gulf Breeze Parkway, Suite 6, Gulf Breeze, Florida 32561, in favor of Bank of Montreal as administrative agent (in such capacity, the “**Administrative Agent**”) for the Lenders and other Secured Creditors (as defined in the Security Agreement described below), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns.

PRELIMINARY STATEMENTS

A. Grantor, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto are parties to a Credit Agreement dated as of the date hereof (such Credit Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the “**Credit Agreement**”), pursuant to which the Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Debtors.

B. As a condition to the execution and delivery of the Credit Agreement, the Administrative Agent and the Lenders have required, among other things, that each of Grantor and the Guarantors (each a “**Debtor**” and collectively the “**Debtors**”) grant to the Administrative Agent, on behalf of itself and the Lenders and other holders of the Obligations, the Hedging Liability and the Funds Transfer and Deposit Account Liability (the Administrative Agent and such Lenders and other holders being referred to collectively in the Security Agreement described below as the “**Secured Creditors**”) a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Creditors are parties to a Security Agreement dated as of the date hereof (such Security Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the “**Security Agreement**”), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest in Trademark Collateral.** Grantor hereby grants to Administrative Agent for the benefit of the Secured Creditors a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the “**Trademark Collateral**”):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Borrowers as set out in and defined in the Security Agreement.

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 with and accepted by the United States Patent and Trademark Office.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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 of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.


4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

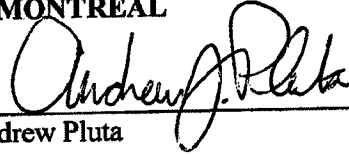
THE STUDER GROUP, L.L.C., a Florida limited liability company

By: 
Name: **BG Porter**
Title: **President**

Accepted and agreed to as of the date and year first written above.

BANK OF MONTREAL

By: _____
Name: Andrew Pluta
Title: Director

A handwritten signature in black ink, appearing to read "Andrew J. Pluta", is written over a horizontal line. The signature is cursive and somewhat stylized.

SCHEDULE A

1. REGISTERED TRADEMARKS

| Mark | Jurisdiction | Goods/ Services | App. No. App. Date | Reg. No. Reg. Date | Owner |
|---|---------------------|---|---|--|--------------------------|
| <i>studergroup</i> | U.S. | Training and coaching services in the field of health care to help clients create a culture of excellence that delivers high patient, employee and physician satisfaction and improves financial results. | Ser. No.: 76-494,164 App. Date: 3/3/2003 | Reg. No.: 2,812,595 Reg. Date: 2/10/2004 | The Studer Group, L.L.C. |
| <i>Nine Principles</i> | U.S. | Training and coaching services in the field of health care to increase quality outcomes and patient, employee and medical staff satisfaction in hospital settings. | Ser. No.: 76-496,936 App. Date: 3/13/2003 | Reg. No.: 2,888,380 Reg. Date: 9/28/2004 | The Studer Group, L.L.C. |
| <i>Healthcare Flywheel</i> (standard characters) | U.S. | Training and coaching services in the field of health care, namely, promoting improved patient care, employee/staff relations, procedures and attitude, to increase quality outcomes and patient, employee and medical staff satisfaction in hospital settings. | Ser. No.: 78-465,497 App. Date: 8/11/2004 | Reg. No.: 3,023,391 Reg. Date: 12/06/2005 | The Studer Group, L.L.C. |
| <i>Hardwired Results</i> | U.S. | Magazine that focuses on healthcare service and operational excellence themes. | Ser. No.: 78-517,446 App. Date: 11/16/2004 | Reg. No.: 3,041,197 Reg. Date: 1/10/2006 | The Studer Group, L.L.C. |
| <i>Healthcare Flywheel</i> (design consisting of three shaded arrows formed in a circle, with each portion containing one of the following terms: Principles, Pillar Results, Passion) | U.S. | Training and coaching services in the field of health care, namely, promoting improved patient care, employee/staff relations, procedures and attitudes, to increase quality outcomes and patient, employee and medical staff satisfaction in hospital settings. | Ser. No.: 78-465,478 App. Date: 8/11/2004 | Reg. No.: 3,062,485 Reg. Date: 2/28/2006 | The Studer Group, L.L.C. |
| <i>Must Haves</i> | U.S. | Training and coaching services in field of health care to increase quality outcomes and patient, employee and medical staff satisfaction in hospital settings. | Ser. No.: 78-465,443 App. Date: 8/11/2004 | Reg. No.: 3,152,822 Reg. Date: 10/10/2006 | The Studer Group, L.L.C. |
| <i>highmiddlelow</i> | U.S. | Prerecorded compact disc featuring an interactive training program and printed guide-books sold as a unit for instruction on the management approach for identifying the organizational performance gap and directed to improve recognition, retention, and performance of health care providers and staff. | Ser. No.: 78-847,662 App. Date: 3/28/2006 | Reg. No.: 3,203,887 Reg. Date: 1/30/2007 | The Studer Group, L.L.C. |

| Mark | Jurisdiction | Goods/ Services | App. No. App. Date | Reg. No. Reg. Date | Owner |
|---|--------------|---|---|--|--------------------------|
| <i>What's Right in Health Care</i> | U.S. | Training services in the field of health care provided via an annual national conference in the fields of new and advanced tools and tactics used successfully by high-performing organizations and featuring presentations, manuals, handouts and peer-to-peer training, to achieve and sustain service excellence and drive improved clinical and operational outcomes. | Ser. No.: 77-354,335 App. Date: 12/18/2007 | Reg. No.: 3,504,229 Reg. Date: 9/23/2008 | The Studer Group, L.L.C. |
| <i>Staff Evaluation Manager</i> (Supplemental Register) | U.S. | Providing a website featuring online non-downloadable employee evaluation software that enables authorized managers to develop, upload and evaluate the job-specific performance expectations for employees. | Ser. No.: 77-667,450 App. Date: 2/10/2009 | Reg. No.: 3,697,298 Reg. Date: 10/13/2009 | The Studer Group, L.L.C. |
| <i>Rounding Manager</i> (Supplemental Register) | U.S. | Providing a website featuring online non-downloadable software that enables authorized hospital personnel to manage, track and report hospital rounding data. | Ser. No.: 77-668,274 App. Date: 2/11/2009 | Reg. No.: 3,697,300 Reg. Date: 10/13/2009 | The Studer Group, L.L.C. |
| <i>Leader Evaluation Manager</i> (Supplemental Register) | U.S. | Providing a website featuring online non-downloadable software that enables authorized users to set goals for their organization and evaluate the performance of its leaders. | Ser. No.: 77-668,247 App. Date: 2/11/2009 | Reg. No.: 3,697,299 Reg. Date: 10/13/2009 | The Studer Group, L.L.C. |

2. REGISTERED FOREIGN TRADEMARKS

| Mark | Jurisdiction | Goods/ Services | App. No. App. Date | Reg. No. Reg. Date | Owner |
|------|--------------|-----------------|-----------------------|-----------------------|-------|
| N/A | | | | | |

3. TRADEMARK APPLICATIONS

| Mark | Jurisdiction | Goods/ Services | App. No. App. Date | Reg. No. Reg. Date | Owner |
|--------------|--------------|---|--|-----------------------|--------------------------|
| <i>AIDET</i> | U.S. | Interactive DVD-based training program and printed facilitator and participant guides, sold as a unit or separately, for instruction on a tactic for improving communication between healthcare professionals and patients. | Ser. No.: 85295266 App. Date: 4/14/2011 | N/A | The Studer Group, L.L.C. |

| Mark | Jurisdiction | Goods/ Services | App. No. App. Date | Reg. No. Reg. Date | Owner |
|------------------------|--------------|---|--|-----------------------|--------------------------|
| <i>AIDET</i> | U.S. | Training and coaching services in the field of health care to improve communication between healthcare professionals and patients. | Ser. No.: 85328441 App. Date: 5/24/2011 | N/A | The Studer Group, L.L.C. |
| <i>Hourly Rounding</i> | U.S. | Interactive DVD-based training program and printed implementation and participant guides, sold as a unit, for instruction on improving health care professionals' skills and efficiency in their routine interactions with hospitalized patients. | Ser. No.: 85369292 App. Date: 7/12/2011 | N/A | The Studer Group, L.L.C. |
| <i>Hourly Rounding</i> | U.S. | Training and coaching services in the field of health care, namely, promoting improved health care and the efficiency of health care professionals in their routine interactions with hospitalized patients. | Ser. No.: 85369403 App. Date: 7/12/2011 | N/A | The Studer Group, L.L.C. |