

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM309204

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Truven Health Analytics, Inc.		06/10/2014	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	10 S. Dearborn
<b>Internal Address:</b>	7th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	a national association: UNITED STATES

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
<b>Registration Number:</b>	1143180	DRUGDEX
<b>Registration Number:</b>	1584637	M
<b>Registration Number:</b>	1585423	M
<b>Registration Number:</b>	1603069	M
<b>Registration Number:</b>	1623108	CCIS
<b>Registration Number:</b>	1626881	CCIS
<b>Registration Number:</b>	4469785	NEOFAX
<b>Registration Number:</b>	4504289	ADVANTAGE SUITE
<b>Serial Number:</b>	85579540	ADVANTAGE FUNDAMENTALS
<b>Serial Number:</b>	85640640	EMPLOYER INSIGHTS
<b>Serial Number:</b>	85641227	TRUVEN HEALTH ANALYTICS
<b>Serial Number:</b>	85849060	TRUVEN HEALTH UNIFY

**CORRESPONDENCE DATA**

**Fax Number:** 2124552502

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** (212) 455-3011

**Email:** jmull@stblaw.com

**Correspondent Name:** Alexander Key

**TRADEMARK**

**Address Line 1:** 425 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 509333/0216

**NAME OF SUBMITTER:** J. Jason Mull

**SIGNATURE:** /J. Jason Mull/

**DATE SIGNED:** 06/30/2014

**Total Attachments: 5**

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**GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of June 10, 2014 is made by Truven Health Analytics, Inc., a Delaware corporation (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of June 6, 2012 (as amended, replaced, restated, supplemented or otherwise modified from time to time, including pursuant to the First Amendment, dated as of October 3, 2012, the Second Amendment, dated as of April 26, 2013 and the Third Amendment, dated as of April 11, 2014) (the “Credit Agreement”), among Truven Holding Corp. (formerly known as VCPH Holding Corp.) (“Holdings”), Truven Health Analytics, Inc., (formerly known as Thomson Reuters (Healthcare) Inc., the “Borrower”), the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Guarantee and Collateral Agreement, dated as of June 6, 2012, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of Grantor’s right, title and interest in and to intellectual property owned by such Grantor, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

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

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor’s right, title and interest in, to and under the Trademarks set forth on Schedule A hereto (collectively, the “Collateral”), to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

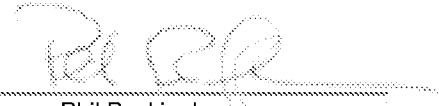
SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

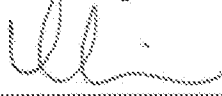
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRUVEN HEALTH ANALYTICS INC.  
as Grantor

By:   
Name: Phil Buckingham  
Title: Chief Financial Officer  
Date:

[Signature Page to Grant of Security Interest in Trademark Rights]

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent for the Secured Parties

By:   
Name: **Vanessa Chiu**  
Title: **Executive Director**  
Date:

## SCHEDULE A

### U.S. Trademark Registrations

<b>Owner</b>	<b>Title</b>	<b>Registration No.</b>
Truven Health Analytics, Inc.	DRUGDEX	1,143,180
Truven Health Analytics, Inc.	M	1,584,637
Truven Health Analytics, Inc.	M	1,585,423
Truven Health Analytics, Inc.	M	1,603,069
Truven Health Analytics, Inc.	CCIS	1,623,108
Truven Health Analytics, Inc.	CCIS	1,626,881
Truven Health Analytics, Inc.	NEOFAX	4,469,785
Truven Health Analytics, Inc.	ADVANTAGE SUITE	4,504,289

### U.S. Trademark Applications

<b>Owner</b>	<b>Title</b>	<b>Application No.</b>
Truven Health Analytics, Inc.	ADVANTAGE FUNDAMENTALS	85579540
Truven Health Analytics, Inc.	EMPLOYER INSIGHTS	85640640
Truven Health Analytics, Inc.	TRUVEN HEALTH ANALYTICS	85641227
Truven Health Analytics, Inc.	TRUVEN HEALTH UNIFY	85849060