

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simpler Consulting, LLC		06/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a national association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3533208	OTI	
Registration Number:	2481885	SIMPLER	
Registration Number:	2457092	SIMPLER BUSINESS SYSTEM	
Registration Number:	3930261	TPOC	
Registration Number:	3930260	TRANSFORMATION PLAN OF CARE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>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.</i>			
Phone:	2124553011		
Email:	jmull@stblaw.com		
Correspondent Name:	Alexander Key		
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		

CH \$140.00 3533208

Total Attachments: 5

source=(15896081)_ (1)_ Trademark - Simpler Consulting#page1.tif

source=(15896081)_ (1)_ Trademark - Simpler Consulting#page2.tif

source=(15896081)_ (1)_ Trademark - Simpler Consulting#page3.tif

source=(15896081)_ (1)_ Trademark - Simpler Consulting#page4.tif

source=(15896081)_ (1)_ Trademark - Simpler Consulting#page5.tif

**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 Simpler Consulting, LLC, a Delaware limited liability company (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.

SIMPLER CONSULTING, LLC

By: ~~Truven Health Analytics Inc., its Member~~

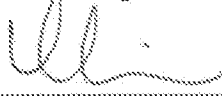
By: _____

Name:

Title:


PHILIP BUCKINGHAM
CFO

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

Owner	Title	Registration / Application No.
Simpler Consulting, LLC	OTI	3,533,208
Simpler Consulting, LLC	SIMPLER	2,481,885
Simpler Consulting, LLC	SIMPLER BUSINESS SYSTEM	2,457,092
Simpler Consulting, LLC	TPOC	3,930,261
Simpler Consulting, LLC	TRANSFORMATION PLAN OF CARE	3,930,260

U.S. Trademark Applications

None.