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## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b>  SOLUCIENT, LLC, a Delaware limited liability company  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies):</b>  Name: <u>WELLS FARGO FOOTHILL, INC., AS AGENT</u> Internal Address: <u>Suite 3000 West</u>  Street Address: <u>2450 Colorado Avenue</u>  City: <u>Santa Monica</u> State: <u>California</u> Country: <u>USA</u> Zip: <u>90404</u>  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s): <u>March 24, 2005</u>  <input type="checkbox"/> Assignment <span style="margin-left: 100px;"><input type="checkbox"/> Merger</span> <input checked="" type="checkbox"/> Security Agreement <span style="margin-left: 100px;"><input type="checkbox"/> Change of Name</span> <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other: _____	<input type="checkbox"/> This document is being filed together with a new application.  <b>B. Patent No.(s)</b>  <u>5,084,819</u> <u>5,724,379</u>  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>4. Application or patent number(s):</b>  A. Patent Application No.(s)	<b>5. Name and address to whom correspondence concerning document should be mailed:</b>  Name: <u>FEDERAL RESEARCH CO., LLC</u> Internal Address: <u>c/o Penelope Agodoa</u> <u>Suite 920</u> Street Address: <u>1030 15th Street, NW</u>  City: <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u> Phone Number: <u>(202) 783-2700</u> Fax Number: <u>(202) 783-0145</u> Email Address: <u>pagodoa@federalresearch.com</u>
<b>6. Total number of applications and patents involved:</b> <u>2</u>	<b>7. Total fee (37 CFR 1.21(h) &amp; 3.41) \$80.00</b>  <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
<b>8. Payment Information</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>503155</u> Authorized User Name <u>Federal Research</u>	<b>9. Signature:</b> <u>Kimberley A. Lathrop</u> <div style="text-align: right;"> <u>04/06/05</u>          Date       </div> <div style="text-align: center; margin-top: 10px;">         Signature       </div>
Kimberley A. Lathrop Name of Person Signing	Total number of pages including cover sheet, attachments, and documents: <span style="border: 1px solid black; padding: 2px 10px;">6</span>

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

**PATENT SECURITY AGREEMENT**

This **PATENT SECURITY AGREEMENT** (this "Patent Security Agreement") is made this 24th day of March, 2005, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, INC.**, in its capacity as administrative agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated March 24, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among the lenders identified on the signature pages thereto (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), Agent, **SOLUCIENT, LLC**, a Delaware limited liability company ("Borrower"), each of Borrower's Subsidiaries identified on the signature pages thereto, **HCIA HOLDING, LLC**, a Delaware limited liability company, and **HBS INTERNATIONAL, INC.**, a Washington corporation, the Lender Group agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement dated March 24, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and rights in and to Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of, and improvements on, of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders, including priority of right, title, and interest of Lenders, with respect to the security interest in the Patent 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.

4. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **COUNTERPARTS.** This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

N WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed  
ered by its duly authorized officer as of the date first set forth above.

SOLUCIENT, LLC,  
a Delaware limited liability company

By: J. Kelly  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,  
a California corporation,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT  
REEL: 016026 FRAME: 0004


IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed  
delivered by its duly authorized officer as of the date first set forth above.

SOLUCIENT, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,  
a California corporation,  
as Agent

By:  \_\_\_\_\_  
Name: CHARLES HILL  
Title: S VP

SCHEDULE 1

PATENTS

Description	Application / Patent No.	Issue Dates
Data Collection, analysis and response system and method (Held by Response Technologies, Inc. which was merged into HCIA, Inc., a predecessor to the Company)	Patent No. 5,084,819	January 28, 1992
Clinical Complexity Index (Method of Modifying Comparable Health Care) (Held by HealthChex, Inc., a former wholly- owned subsidiary of HCIA which was merged into HCIA, Inc.	Patent No. 5,724,379	March 3, 1998

The Borrower maintains no patent licenses and has no patent registrations in process.

- (i) None
- (ii) None
- (iii) None
- (iv) None