

Form PTO-1595 (Rev. 03/05)  
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET  
PATENTS ONLY

8412-1

(4)

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

## 1. Name of conveying party(ies)

Trover Solutions, Inc.

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

## 3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 18, 2006

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

## 2. Name and address of receiving party(ies)

Name: CapitalSource Finance LLC, as agent

Internal Address: \_\_\_\_\_

Street Address: 4445 Willard Ave.

City: Chevy Chase

State: MD

Country: USA Zip: 20815

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application or patent number(s):

A. Patent Application No. (s)

☐ This document is being filed together with a new application.

B. Patent No. (s)

Additional numbers attached? ☒ Yes ☐ No

## 5. Name and address to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston &amp; Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

## 6. Total number of applications and patents involved: 3

## 7. Total fee (37 CFR 1.21(h) &amp; 3.41) \$ 120.00

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

## 8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

## 9. Signature:

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: ☐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

CH \$120.00 232428 10634893

**Continuation Item #1**

TSI Holding Co., Inc. a Delaware Corporation

## Schedule I

Continuation  
Item 4**Patents and Patent Applications**Registered Patents:

Registration Number	Application Number	Patent Title	Filing Date	Issued Date	Expiration Date
None.					

Patent Applications:

Serial Number	Docket Number	Application Title	Filing Date	Issued Date	Expiration Date
10/634,893	08324.0004	Systems and Methods for Managing Insurance Claims	August 6, 2003		
10/790,145	08324.0005	System and Method for Managing Insurance Claims	March 4, 2004		
Applied for; provisional application number 60/725,285	08324.6003	Systems and Methods for Analyzing Benefits Eligibility	October 12, 2005		

4

PATENT SECURITY AGREEMENT dated as of July 18, 2006, among TROVER SOLUTIONS, INC., a Delaware corporation (the "**Borrower**"), TSI HOLDING CO., INC., a Delaware corporation ("**Holdings**"), and CAPITALSOURCE FINANCE LLC ("**CapitalSource**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Amended and Restated Credit Agreement dated as of July 18, 2006 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the lenders party thereto (the "**Lenders**") and CapitalSource, as administrative agent (in such capacity, the "**Administrative Agent**") and Collateral Agent and (b) the Guarantee and Collateral Agreement (f/k/a the First Lien Guarantee and Collateral Agreement) dated as of June 15, 2005, among the Borrower, Holdings, the Domestic Subsidiaries of the Borrower party thereto and the Collateral Agent, as amended by that certain Amendment and Reaffirmation of First Lien Guarantee and Collateral Agreement dated as of July 18, 2006 (as amended, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower and Holdings will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Borrower, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**");

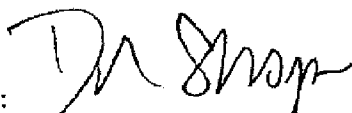
all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I attached hereto (the "**Patents**"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

TROVER SOLUTIONS, INC.

By:   
Name: Douglas R. Sharps  
Title: Executive Vice President

TSI HOLDING CO., INC.

By:   
Name: Douglas R. Sharps  
Title: Executive Vice President

CAPITALSOURCE FINANCE LLC, as  
Collateral Agent

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

TROVER SOLUTIONS, INC.

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

TSI HOLDING CO., INC.

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

CAPITALSOURCE FINANCE LLC, as  
Collateral Agent

By:  \_\_\_\_\_  
Name: Keith D. Reuben  
Title: President - Healthcare & Specialty Finance

## Schedule I

**Patents and Patent Applications**Registered Patents:

Registration Number	Application Number	Patent Title	Filing Date	Issued Date	Expiration Date
None.					

Patent Applications:

Serial Number	Docket Number	Application Title	Filing Date	Issued Date	Expiration Date
10/634,893	08324.0004	Systems and Methods for Managing Insurance Claims	August 6, 2003		
10/790,145	08324.0005	System and Method for Managing Insurance Claims	March 4, 2004		
Applied for; provisional application number 60/725,285	08324.6003	Systems and Methods for Analyzing Benefits Eligibility	October 12, 2005		

CHI:1754857.2  
 NY01/TOUSM/1122906.1