

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Resignation and Appointment of Agent
CONVEYING PARTY DATA	
Name	Execution Date
Goldman Sachs Specialty Lending Group, L.P.	08/15/2008
RECEIVING PARTY DATA	
Name:	Wells Fargo Foothill, Inc., as Collateral Agent
Street Address:	One Boston Place
Internal Address:	Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5161222
Patent Number:	7024370
Application Number:	10866313
Application Number:	11131866
Application Number:	11182497
CORRESPONDENCE DATA	
Fax Number:	(312)863-7494
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 863-7294
Email:	sarah.endres@goldbergkohn.com
Correspondent Name:	Sarah Endres
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe Street
Address Line 2:	Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	1989.172

OP \$200.00 5161222

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PATENT  
REEL: 021450 FRAME: 0975

NAME OF SUBMITTER:

Sarah Endres

**Total Attachments: 6**

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**RESIGNATION AND APPOINTMENT OF AGENT UNDER  
PATENT SECURITY AGREEMENT**

This RESIGNATION AND APPOINTMENT OF AGENT UNDER PATENT SECURITY AGREEMENT is made as of this 15 day of August, 2008 between GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (hereinafter referred to as the "**Resigning Agent**") and WELLS FARGO FOOTHILL, INC., a California corporation, in its capacity as Collateral Agent (hereinafter referred to as the "**Successor Agent**").

**WITNESSETH**

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of August 8, 2007, by and among Picis, Inc. ("**Grantor**"), the other Credit Parties thereto from time to time, the Lenders party thereto from time to time, and Resigning Agent as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; all capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Credit Agreement), Lenders agreed to make the Loans to Borrowers;

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of August 8, 2007, by and among Grantor, the other grantors party thereto from time to time, and Resigning Agent, as Collateral Agent, Grantor granted Resigning Agent a security interest in certain of Grantor's assets, including, without limitation, its patents and patent applications;

WHEREAS, Resigning Agent and Grantor entered into that certain Patent Security Agreement dated as of August 8, 2007, which was recorded in the records of the United States Patent and Trademark Office at Reel 019668, Frame 0449 (hereinafter referred to as the "**Mortgage**"); and

WHEREAS, Resigning Agent and Successor Agent entered into that certain Resignation and Appointment of Agent Agreement ("**Agency Agreement**") dated as of September 5, 2007, whereby Resigning Agent resigned in its capacity as Administrative Agent and Collateral Agent under the Credit Agreement and the other Credit Documents and Successor Agent was appointed as Administrative Agent and Collateral Agent under the Credit Agreement and the other Credit Documents.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Resigning Agent is released from each and all of its obligations, rights, powers and duties as "Collateral Agent" under the Mortgage, and Successor Agent assumes and accepts all such obligations, rights, powers and duties of the "Collateral Agent" under the Mortgage, including without limitation any such obligations, rights, powers and duties with respect to the patents, patent applications and patent licenses identified on Schedule I

attached hereto. All references in the Mortgage to the "Collateral Agent" shall, hereinafter, be deemed to refer to the Successor Agent.

2. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.


3. This Agreement shall be governed by and construed in accordance with the laws of the state of New York.

4. To the extent this Resignation and Appointment of Agent Under Patent Security Agreement is in conflict or otherwise inconsistent with the Agency Agreement, the terms and provisions of the Agency Agreement shall govern.

This Resignation and Appointment of Agent Under Patent Security Agreement is made this 15 day of August, 2008.

[signature page follows]

GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P.

By   
Its Authorized Signatory

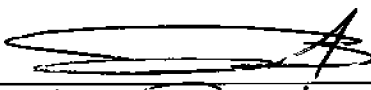
WELLS FARGO FOOTHILL, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P.

By \_\_\_\_\_  
Its \_\_\_\_\_

WELLS FARGO FOOTHILL, INC.

By  \_\_\_\_\_  
Its *Vice President* \_\_\_\_\_

## SCHEDULE I

### ISSUED PATENTS

Title	Country	Application Number	Filing Date	Patent Number	Issue Date
SOFTWARE ENGINE HAVING AN ADAPTABLE DRIVER FOR INTERPRETING VARIABLES PRODUCED BY A PLURALITY OF SENSORS	United States	569857	08/20/90	5,161,222	11/03/92
METHODS AND APPARATUS FOR EARLY DETECTION OF HEALTH-RELATED EVENTS IN A POPULATION	United States	10/106,841	03/26/02	7,024,370	04/04/06

### PATENT APPLICATIONS

Title	Country	Application Number	Filing Date
DETECTION OF HEALTH-RELATED EVENT SYSTEM AND METHOD	Canada	2480420	03/25/03
DETECTION OF HEALTH-RELATED EVENT AND SYSTEM AND METHOD	European Patent Convention	3745605	03/25/03
HEALTH UNIT ASSESSMENT TOOL	United States	10/866,313	06/10/04
HEALTH UNIT ASSESSMENT TOOL	European Patent Convention	4755098.3	06/10/04
HEALTH UNIT ASSESSMENT TOOL	Canada	2529079	06/10/04
VOICE ACTIVATED DECISION SUPPORT	United States	11/131,866	05/18/05
ASSOCIATION OF DATA ENTRIES WITH PATIENT RECORDS, CUSTOMIZED HOSPITAL DISCHARGE INSTRUCTIONS, AND CHARTING BY EXCEPTION FOR A COMPUTERIZED MEDICAL RECORD SYSTEM	United States	11/182,497	07/15/05

<b>Title</b>	<b>Country</b>	<b>Application Number</b>	<b>Filing Date</b>
ASSOCIATION OF DATA ENTRIES WITH PATIENT RECORDS, CUSTOMIZED HOSPITAL DISCHARGE INSTRUCTIONS, AND CHARTING BY EXCEPTION FOR A COMPUTERIZED MEDICAL RECORD SYSTEM	Australia	2005265418	07/15/05
ASSOCIATION OF DATA ENTRIES WITH PATIENT RECORDS, CUSTOMIZED HOSPITAL DISCHARGE INSTRUCTIONS, AND CHARTING BY EXCEPTION FOR A COMPUTERIZED MEDICAL RECORD SYSTEM	Canada	2,573,884	07/15/05
ASSOCIATION OF DATA ENTRIES WITH PATIENT RECORDS, CUSTOMIZED HOSPITAL DISCHARGE INSTRUCTIONS, AND CHARTING BY EXCEPTION FOR A COMPUTERIZED MEDICAL RECORD SYSTEM	European Patent Convention	5773303.2	07/15/05

**PATENT LICENSES**

<b>Name of Agreement</b>	<b>Parties</b>	<b>Date of Agreement</b>
Capsule Settlement Agreement.	Picis, Inc., Surgical Information Systems LLC and Capsule Technologie. See Schedule 4.7(I), #7 for a description of the agreement.	November 3, 2006