

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Healthvision Solutions, Inc. (f/k/a Quovadx, Inc.)	07/15/2008
Healthvision, Inc.	07/15/2008

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Agent
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5786816
Patent Number:	5850221
Patent Number:	5826237
Patent Number:	5881225
Patent Number:	5886693
Patent Number:	6037940
Patent Number:	6426759
Patent Number:	6968503
Application Number:	09833089

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6175269628
 Email: cslattery@proskauer.com
 Correspondent Name: Christine Slattery

CH \$360.00 5786816

Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

76751/010

NAME OF SUBMITTER:

Christine Slattery

Total Attachments: 7

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AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 15th day of July, 2008, 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 Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of July 15, 2008 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the lenders party thereto as "Lenders" (such lenders, together with their respective successors and permitted assigns, the "Lenders"), the Agent, WELLS FARGO FOOTHILL CANADA ULC, an Alberta unlimited liability corporation, as the co-administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Co-Agent"), QUOVADX HOLDINGS, INC., a Delaware corporation ("Parent") and each of Parent's Subsidiaries identified on the signature pages thereof or which becomes a party thereto after the date thereof (such Subsidiaries are referred to hereinafter each individually as a "U.S. Borrower", and individually and collectively, jointly and severally, as the "U.S. Borrowers") or identified on the signature pages thereof as a "Canadian Borrower" (each such Subsidiary referred to as a "Canadian Borrower" and collectively, the "Canadian Borrowers") (the U.S. Borrowers and Canadian Borrowers, are referred to hereinafter collectively, jointly and severally, as the "Borrower"), the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

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 Provider, that certain Amended and Restated Security Agreement Dated as of July 15, 2008 (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 Provider, 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 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 Provider, a continuing first priority 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 or 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, modifications or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent, whether or not such Patent is licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. 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 Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

5. 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 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors, which become part of the Patent Collateral under the Security Agreement. 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.

6. 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.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security

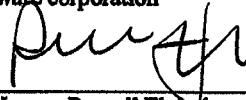
Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

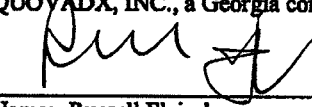
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Patent Security Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

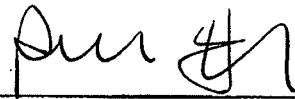
QUOVADX HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Russell Fleischer
Title: Chief Executive Officer

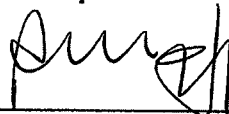
HEALTHVISION SOLUTIONS, INC.,
a Delaware corporation
(f/k/a QUOVADX, INC., a Georgia corporation)

By: 
Name: Russell Fleischer
Title: President and Chief Executive Officer

HEALTHVISION, INC.,
a Delaware corporation

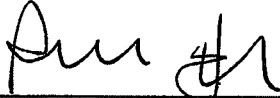
By: 
Name: Russell Fleischer
Title: President

HV SOLUTIONS CANADA INC.,
a Canadian corporation

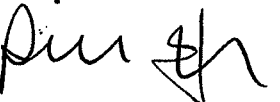
By: 
Name: Russell Fleischer
Title: President

[AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

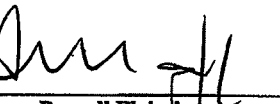
ADVICA HEALTH RESOURCES, INC.,
a Delaware corporation

By: 
Name: Russell Fleischer
Title: President

CONFER SOFTWARE, INC.
a California corporation

By: 
Name: Russell Fleischer
Title: President

QUOVADX INTERNATIONAL, INC.
a Colorado corporation

By: 
Name: Russell Fleischer
Title: President

[AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: 

Name: David J. Sanchez

Title: Vice President

[AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

PATENT
REEL: 021489 FRAME: 0506

SCHEDULE I
TO
AMENDED AND RESTATED PATENT SECURITY AGREEMENT

Patent Registrations/Applications

PATENTS AND PATENT APPLICATIONS

Patent/ Application No.	Patent Name	Date of Patent/ Application	Borrower
5,786,816	Method and Apparatus for Graphical User Interface-Based and Variable Result Healthcare Plan	7/28/1998	Healthvision Solutions, Inc. (f/k/a Quovadx, Inc.)
5,826,237	Apparatus and Method for Merging Medical Protocols	10/20/1998	Healthvision Solutions, Inc. (f/k/a Quovadx, Inc.)
5,850,221	Apparatus and Method for a Graphic User Interface in a Medical Protocol System	12/15/1998	Healthvision Solutions, Inc. (f/k/a Quovadx, Inc.)
5,881,225	Security Monitor for Controlling Functional Access to a Computer System	3/9/1999	Healthvision Solutions, Inc. (f/k/a Quovadx, Inc.)
5,886,693	Method and Apparatus for Processing Data Across a Computer Network.	3/23/1999	Healthvision Solutions, Inc. (f/k/a Quovadx, Inc.)
6,037,940	Graphical User Interface in a Medical Protocol System Having Time Delay Rules and a Publishers View	3/14/2000	Healthvision Solutions, Inc. (f/k/a Quovadx, Inc.)
6,426,759	Apparatus and Method for Managing Changes of Computerized Medical Protocols	7/30/2002	Healthvision Solutions, Inc. (f/k/a Quovadx, Inc.)
6,968,503	XML User Interface for a Workflow Server	11/22/2005	Healthvision Solutions, Inc. (f/k/a Quovadx, Inc.)
09/969,875	Healthcare Management Services Systems and Method for Using the Same (USPTO)	Date not available	Healthvision, Inc.
09/418,390	Computerized Device and Method for Management of Medical Information (USPTO)	Discontinued	Healthvision, Inc.
09/833/089	Healthcare Payment Compliance Management (USPTO)	Discontinued	Healthvision, Inc.