

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Trover Solutions, Inc.	12/28/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Bank of Montreal, as Administrative Agent
Street Address:	155 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
<b>PROPERTY NUMBERS Total: 6</b>	
Property Type	Number
Patent Number:	7739133
Application Number:	10634893
Application Number:	10118060
Application Number:	11545591
Application Number:	12801661
Application Number:	12786149
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(312)706-9000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3127018352
Email:	zbeal@mayerbrown.com, ipdocket@mayerbrown.com, ejpalmer@mayerbrown.com
Correspondent Name:	Erick J. Palmer
Address Line 1:	P. O. Box 2828
Address Line 4:	Chicago, ILLINOIS 606902828
ATTORNEY DOCKET NUMBER:	10478892(BANK OF MONTREAL

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**PATENT**  
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NAME OF SUBMITTER:

Erick J. Palmer

**Total Attachments: 5**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of December 28, 2010 (this "Agreement") is made between TROVER SOLUTIONS, INC., a Delaware corporation (the "Company"), and BANK OF MONTREAL ("BMO"), as Administrative Agent (as defined below) for the Secured Creditors (as defined in the Credit Agreement referred to below).

### W I T N E S S E T H :

WHEREAS, the Company, various financial institutions and BMO, as administrative agent (in such capacity, the "Administrative Agent"), have entered into a Credit Agreement dated as of December 28, 2010 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Company and various of its affiliates from time to time parties thereto have entered into a Security Agreement dated as of the date hereof, with the Administrative Agent for the benefit of itself and the other Secured Creditors (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Security Agreement").

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure payment of all of the Secured Obligations, the Company hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a lien on and security interest in, and acknowledges and agrees that the Administrative Agent has and shall continue to have, for the benefit of the Secured Creditors, a continuing lien on and security interest in, all right, title and interest, whether now owned or existing or hereafter created, acquired or arising, in and to the following Collateral (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all patents and patent applications (collectively, "Patents"), in each case now existing anywhere in the world or hereafter adopted or acquired, including those referred to in Attachment 1 hereto;

(b) all reissues, reexaminations, extensions or renewals of any of the items described in clause (a); and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present, or future infringement of any Patent, or for enforcement of any Patent.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each other Secured Creditor pursuant to the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each other Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Release of Security Interest. Upon the Satisfaction Time, the Administrative Agent shall, at the Company's expense, execute and deliver to the Company all instruments and other documents, and take all other actions reasonably requested by the Company, as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder and to record such release in the United States Patent and Trademark Office.

SECTION 5. Acknowledgment. The Company hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the lien on and security interest in the Patent Collateral granted hereby are more fully set forth in 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.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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.

TROVER SOLUTIONS, INC.

By:   
Name: Timothy Nickol  
Its: Vice President and Assistant Secretary

Address:

9390 Bunsen Parkway  
Louisville, KY 40220  
Attention: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

BANK OF MONTREAL, as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address:

Bank of Montreal  
115 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Andrew Pluta  
Facsimile: (312) 293-4060

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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.

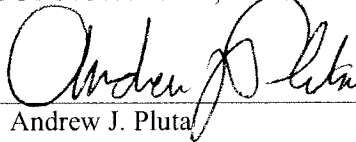
TROVER SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address:

9390 Bunsen Parkway  
Louisville, KY 40220  
Attention: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

BANK OF MONTREAL, as Administrative Agent

By:  \_\_\_\_\_  
Name: Andrew J. Pluta  
Its: Director

Address:

Bank of Montreal  
115 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Andrew Pluta  
Facsimile: (312) 293-4060

ATTACHMENT 1  
to Patent Security Agreement

**Patents Issued**

- I. U.S. Patent Application 10/790,145 - (Issued as U.S. Patent No. 7,739,133)**  
**Filing Date: March 2, 2004**  
**Title: System and Method for Processing Insurance Claims**

**Patents Allowed – Pending Issuance**

- II. U.S. Patent Application 10/634,893**  
**Filing Date: August 6, 2003**  
**Title: Systems and Methods for Managing Insurance Claims**

**Patent Applications**

- III. U.S. Patent Application 10/118,060**  
**Filing Date: April 9, 2002**  
**Title: System and Method for Managing Account Processing**
- IV. U.S. Patent Application 11/545,591**  
**Filing Date: October 11, 2006**  
**Title: Systems and Methods for Analyzing Benefits Eligibility**
- V. U.S. Patent Application 12/801,661**  
**Continuation of: 10/634,893**  
**Filing Date: June 18, 2010**
- VI. U.S. Patent Application 12/786,149**  
**Continuation of: 10/790,145**  
**Inventors: Mitzi Hail et al.**  
**Filing Date: March 2, 2004**  
**Title: System and Method for Processing Insurance Claims**

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