

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
Global Healthcare Exchange, LLC	03/30/2011
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12915552
Application Number:	12547796
PCT Number:	US0956442
CORRESPONDENCE DATA	
Fax Number:	(404)443-5697
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7043432828
Email:	lallen@mcguirewoods.com
Correspondent Name:	Preston Hurrell, Esq.
Address Line 1:	McGuireWoods LLP
Address Line 2:	1170 Peachtree Street, Suite 2800
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	2060236-0014 (GHX)
NAME OF SUBMITTER:	Latosha E. Allen

OP \$120.00 12915552

501488581

PATENT
REEL: 026068 FRAME: 0574

Total Attachments: 6

source=GHX - Patent Security Agreement Supplement #page1.tif

source=GHX - Patent Security Agreement Supplement #page2.tif

source=GHX - Patent Security Agreement Supplement #page3.tif

source=GHX - Patent Security Agreement Supplement #page4.tif

source=GHX - Patent Security Agreement Supplement #page5.tif

source=GHX - Patent Security Agreement Supplement #page6.tif

PATENT SECURITY AGREEMENT SUPPLEMENT

This **PATENT SECURITY AGREEMENT SUPPLEMENT**, dated as of March 30, 2011, is made by each of the entities listed on the pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of July 1, 2010 in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, as required pursuant to the Guaranty and Security Agreement, Grantor delivered a Patent Security Agreement, dated as of July 1, 2010 (the “Patent Security Agreement”), which was filed with the United States Patent and Trademark Office on July 1, 2010 at **Reel 27677, Frame 00783551**; and

WHEREAS, pursuant to Section 5.7 of the Guaranty and Security Agreement, Grantor is required to execute and deliver this Patent Security Agreement Supplement, which is intended to supplement, but not replace or otherwise interfere with, the Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Patent Collateral”):

- (a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

GLOBAL HEALTHCARE EXCHANGE, LLC,
as Grantor

By: 
Name: Christopher M. McManus
Title: Vice President

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

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

Very truly yours,

GLOBAL HEALTHCARE EXCHANGE, LLC,
as Grantor

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By:  _____

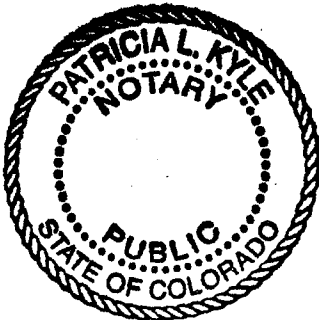
Name: *BRENT SHEPHERD*

Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Colorado)
COUNTY OF Boulder) ss.

On this 29th day of March, 2011 before me personally appeared Christopher M. McManus, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Global Healthcare Exchange, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



My Commission Expires 09/25/2013

Patricia L. Kyle
Notary Public

**SCHEDULE 1
TO
PATENT SECURITY AGREEMENT SUPPLEMENT**

Owner	Title	Jurisdiction/ Country	Application No.	Filing Date	Patent No.	Issue Date	Comments/ Status
Global Healthcare Exchange, LLC	SYSTEM AND METHOD FOR COMPARING DRUG PRODUCT INFORMATION	US	12/915,552	10/29/10	011/0036905	2/17/11	Published; response to first office action entered and forwarded to examiner
Global Healthcare Exchange, LLC	SYSTEM AND METHOD FOR COMPARING DRUG PRODUCT INFORMATION	US	12/547,796	08/26/09	7,845,551	12/7/10	Issued
Global Healthcare Exchange, LLC	DYNAMIC INTELLIGENT OBJECTS	PCT	PCT/US200 9/056442	09/10/09	WO 2010/ 039402	4/8/2010	Pending

PATENT SECURITY AGREEMENT SUPPLEMENT
GLOBAL HEALTHCARE EXCHANGE, LLC

\30206885.3

RECORDED: 04/01/2011

**PATENT
REEL: 026068 FRAME: 0581**