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# 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
Envoy LLC	11/02/2011
Chamberlin Edmonds & Associates, Inc.	11/02/2011

#### **RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Administrative Agent	
Street Address:	101 N. Tryon Street, Mail Code: NC1-001-05-45	
Internal Address:	One Independence Center	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28255-0001	

#### PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	11742277
Application Number:	09930668
Patent Number:	5832447

# **CORRESPONDENCE DATA**

 Fax Number:
 (302)636-5454

 Phone:
 202-408-3121 x2348

 Email:
 jpaterso@cscinfo.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	970986
NAME OF SUBMITTER:	Jean Paterson
	PATENT

501716253 REEL: 027190 FRAME: 0349

# Total Attachments: 5

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PATENT REEL: 027190 FRAME: 0350

#### PATENT SECURITY AGREEMENT

**Patent Security Agreement**, dated as of November 2, 2011, by Envoy LLC, a Delaware limited liability company and Chamberlin Edmonds & Associates, Inc., a Delaware corporation (individually, a "**Grantor**", and, collectively, the "**Grantors**"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "**Administrative Agent**").

#### $\underline{\mathbf{W}}$ ITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of November 2, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:
  - (a) Patents of such Grantor listed on Schedule I attached hereto.
- SECTION 3. The 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 Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.
- SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

PATENT REEL: 027190 FRAME: 0351 IN WITNESS WHEREOF, the undersigned have executed this Patent Security Agreement as of the date first above written.

ENVOY LLC, as Grantor

Ву:

Name: Gregory T. Steyens

Title: Secretary

CHAMBERLIN EDMONDS & ASSOCIATES, INC.,

as Grantor

By:

Name: Gregory T. Stevens

Title: Secretary

REEL: 027190 FRAME: 0352

BANK OF AMERICA, N.A., as Administrative Agent

By:

Name: Angela Lau

Title: Vice President

[Patent Security Agreement Signature Page]

# Schedule I

# to

# PATENT SECURITY AGREEMENT PATENT REGISTRATIONS AND PATENT APPLICATIONS

# **Patents:**

OWNER	REGISTRATION NUMBER	DESCRIPTION
Envoy LLC	5,832,447	Automated System and Method for Providing Real-Time Verification of Health Insurance Eligibility

# **Patent Applications:**

**RECORDED: 11/08/2011** 

OWNER	APPLICATION NUMBER	DESCRIPTION
Envoy LLC	11/742,277	Method and System for Estimating the Financial Liability of a Patient for a Medical Service
Chamberlin Edmonds & Associates, Inc.	09/930,668	Method for Determining Eligibility for an Assistance Program

PATENT REEL: 027190 FRAME: 0354