

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2861352

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Execution Date
CONNOLLY LLC, AS GRANTOR	05/14/2014
IHT IP, LLC, AS GRANTOR	05/14/2014
ECOM PPO ADVISORS, LLC, AS GRANTOR	05/14/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	ROYAL BANK OF CANADA, AS COLLATERAL AGENT
<b>Street Address:</b>	20 KING STREET WEST 4TH FLOOR
<b>City:</b>	TORONTO
<b>State/Country:</b>	ONTARIO
<b>Postal Code:</b>	M5H1C4

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Patent Number:</b>	7406428

**CORRESPONDENCE DATA****Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** marina.kelly@thomsonreuters.com  
**Correspondent Name:** KEN TAN, LEGAL ASSISTANT  
**Address Line 1:** 80 PINE STREET  
**Address Line 2:** C/O CAHILL GORDON & REINDEL LLP  
**Address Line 4:** NEW YORK, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	KEN TAN, LEGAL ASSISTANT
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/
<b>DATE SIGNED:</b>	05/19/2014

**Total Attachments: 15**

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**PATENT**

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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

- 1) Connolly, LLC, as Grantor
- 2) iHT IP, LLC, as Grantor
- 3) Ecom PPO Advisors, LLC, as Grantor

Additional name(s) of conveying party(ies) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) May 14, 2014

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Royal Bank of Canada, as Collateral Agent

Internal Address: \_\_\_\_\_

Street Address: 20 King Street West

4th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

Additional name(s) & address(es) attached?  Yes  No

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule II

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Ken Tan, Legal Assistant

Internal Address: c/o Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 30860.0403

Email Address: KTan@cahill.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

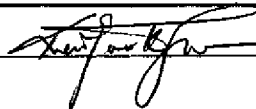
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

05/14/2014

Date

Ken Tan

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 14, 2014, (this "Agreement"), by each of the undersigned (each, a "Grantor") in favor of Royal Bank of Canada ("RBC"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of May 14, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in Second Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of May 14, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Second Lien Credit Agreement"), by and among, *inter alios*, Connolly Intermediate, Inc., a Delaware corporation, as Holdings, Connolly Corporation, a Delaware corporation, as the Top Borrower, and the other Borrowers party thereto, the Lenders from time to time party thereto and RBC, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "**IP Collateral**"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set

forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CONNOLLY, LLC

By: Steve Senneff  
Name: Steve Senneff  
Title: Chief Financial Officer and Treasurer

IHT IP, LLC  
ECOM PPO ADVISORS, LLC

By: \_\_\_\_\_  
Name: Curtis Cain  
Title: Chief Financial Officer, Treasurer and  
Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CONNOLLY, LLC

By: \_\_\_\_\_  
Name: Steve Senneff  
Title: Chief Financial Officer and Treasurer

IHT IP, LLC  
ECOM PPO ADVISORS, LLC

By: \_\_\_\_\_  
Name: Curtis Cain  
Title: Chief Financial Officer, Treasurer and Secretary

## SCHEDULE I

### TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Connolly, LLC	3314787	RETRIEVER
Connolly, LLC	3314788	DECIPHER
Connolly, LLC	2898160	CLAIMSPPLUS
Connolly, LLC	3321720	BEYOND EXPECTATION
Connolly, LLC	3030049	SPENDGUARD
Connolly, LLC	3733592	CONNOLLY
Connolly, LLC	3743973	CONNOLLY HEALTHCARE
Connolly, LLC	4333970	POWERBARS
Connolly, LLC	4292405	DISCOVERY CONNECT
iHT IP, LLC	4390494	IHEALTH TECHNOLOGIES
iHT IP, LLC	3875113	INSPECTOR
Ecom PPO Advisors, LLC	3905979	PPO PERFORMANCE REPORT
Ecom PPO Advisors, LLC	2777040	THE ORIGINAL MANAGED CARE MANAGERS
Ecom PPO Advisors, LLC	2826723	ECOM PPO.COM
Ecom PPO Advisors, LLC	3923698	ORIGIN
Ecom PPO Advisors, LLC	3923696	ECOM NAVIGATOR
Ecom PPO Advisors, LLC	3692314	F.E.E.P.S. WELLNESS
Ecom PPO Advisors, LLC	3716713	ECOM PPO ADVISORS The Shortest Distance Between You and Unrivaled PPO Savings, Analysis and Network Administration
Ecom PPO Advisors, LLC	3614704	ECOM PPO ADVISORS
Ecom PPO Advisors, LLC	3705725	MEMBER LEVEL MATCHING
Ecom PPO Advisors, LLC	3416318	MEMBER LEVEL PPO MANAGEMENT
Ecom PPO Advisors, LLC	3314935	MEMBER LEVEL PPO SELECTION
Ecom PPO Advisors, LLC	2632388	ECOM

Schedule I

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**PATENT**  
**REEL: 032925 FRAME: 0016**



<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Ecom PPO Advisors, LLC	3220093	WHITE SPACE ELIMINATION
Ecom PPO Advisors, LLC	2926062	VIRTUAL PPO
Ecom PPO Advisors, LLC	3132743	VIRTUAL PPO

#### TRADEMARK APPLICATIONS

<b>APPLICANT</b>	<b>APPLICATION NO.</b>	<b>TRADEMARK</b>
Connolly, LLC	85684859	CONNOLLYCONNECT
Connolly, LLC	85640937	CONNOLLY INSIGHT
iHT IP, LLC	85623214	IHT

**SCHEDULE II**

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
Ecom PPO Advisors, LLC	7406428	Method of creating a virtual health care network

PATENT APPLICATIONS

None.

**SCHEDULE III**

**COPYRIGHTS**

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>
iHT IP, LLC	TX0005359910	iHealth technologies insurance claim processing software system: including modules in Microsoft SQL language for business rules, SQL Clientnet SQL, Engine SQL, IHT Consultants, SQL, Payer SQL, and Staging SQL

**COPYRIGHT APPLICATIONS**

None.

**EXHIBIT A**

[FORM OF]  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (this “IP Security Agreement Supplement”), by [●] ([each, a][the] “**Grantor**”) in favor of Royal Bank of Canada (“RBC”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of May 14, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in Second Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of May 14, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Second Lien Credit Agreement”), by and among, *inter alios*, Connolly Intermediate, Inc., a Delaware corporation, as Holdings, Connolly Parent, Inc., a Delaware corporation, which will be merged with and into Connolly Corporation, a Delaware corporation, and the other Borrowers party thereto, the Lenders from time to time party thereto, and RBC, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the Grantors and the Collateral Agent have entered into that certain Second Lien Intellectual Property Security Agreement, dated as of May 14, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “IP Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest*. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the [such][the] Grantor and regardless of where located (collectively, the “Additional IP Collateral”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

Exhibit A

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

Exhibit A

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

[●]

By:

Name: [●]

Title: [●]

**SCHEDULE I**

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK

**SCHEDULE II**

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION



**SCHEDULE III**

**COPYRIGHTS**

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>

**COPYRIGHT APPLICATIONS**

<b>APPLICANT</b>	<b>APPLICATION NUMBER</b>	<b>TITLE</b>