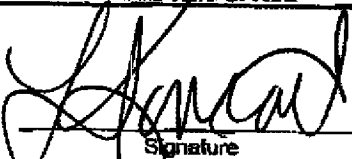


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY 842

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Trover Solutions, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State DE <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>CapitalSource Financial LLC, as agent</u> Internal Address: Street Address: <u>4445 Willard Ave.</u> City: <u>Cherry Chase</u> State: <u>MD</u> Zip: <u>20815</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designation must be a separate document, see assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>June 15, 2005</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____</p> <p style="text-align: right;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: 14</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>365</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>232428</u></p>
DO NOT USE THIS SPACE	
<p>9. Signature. <u>Laura Konrath</u> Name of Person Signing</p> <div style="text-align: center;">  Signature </div> <div style="text-align: right;"> <u>6/23/05</u> Date </div> <p style="text-align: right;"><small>Total number of pages including cover sheet, attachments, and documents: </small></p>	

CH \$265.00 232428 78284065

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Continuation Item 1

TSI Holding Co., Inc. a Delaware Corporation

Continuation
Schedule I

Item 4

TRADEMARK DISCLOSURE SCHEDULE

Trover Solutions, Inc.

Registered Trademarks

Registration Number	Application Number	Trademark Title	Filing Date	Issued Date	Expiration Date
2,555,157	76/083,899	HEALTHCARE RECOVERIES	July 6, 2000	April 2, 2002	
2,555,156	76/083,898	HEALTHCARE RECOVERIES & design [swoosh]	July 6, 2000	April 2, 2002	
2,551,023	76/039,207	TRANSPAC SOLUTIONS	May 1, 2000	May 19, 2002	
2,451,116	76/085,389	TRANSPAC SOLUTIONS & design [double swoosh]	July 7, 2000	May 15, 2001	
2,725,194	76/202,036	TROVERIS	January 31, 2001	June 10, 2003	

Trademark Applications

Application Number	Registration Number	Application Title	Filing Date	Issued Date	Expiration Date
78/284,065		HEALTHCARE RECOVERIES	August 6, 2003		
78/294,076		HEALTHCARE RECOVERIES &	August 6, 2003		

[[NYCORP:2511369-1;S:\nauld\05\2405-05\10 p]]
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Schedule I

78,178,995	Design [swoosh] IMPROVING THE SCIENCE OF RECOVERY	October 28, 2002		
76/352,698	TROVER SOLUTIONS	December 21, 2001		
78/277,899	TROVER SOLUTIONS & Design [swoosh]	July 23, 2003		
78/277,908	TROVER SOLUTIONS & Design [swoosh]	July 23, 2003		
78/283,759	TROVERIS	August 6, 2003		
78/277,888	TROVERIS & design [swoosh]	July 23, 2003		
78/283,768	Troveris & design [swoosh]	August 6, 2003		

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[[NYCOR]2511369v4-StationID:05/24/05-05:10 P]
CT01/SHERER/214430.1

TRADEMARK SECURITY AGREEMENT dated as of June 15, 2005, among TROVER SOLUTIONS, INC., a Delaware corporation (the "**Borrower**"), TSI HOLDING CO., INC., a Delaware corporation ("**Holdings**") and CAPITALSOURCE FINANCE LLC ("**CapitalSource**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the First Lien Credit Agreement dated as of June 15, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the lenders party thereto (the "**Lenders**") and CapitalSource, as administrative agent (in such capacity, the "**Administrative Agent**") and Collateral Agent and (b) the First Lien Guarantee and Collateral Agreement dated as of June 15, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), among the Borrower, Holdings, the Domestic Subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower and Holdings will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Borrower, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the "**Trademarks**");

(b) all goodwill associated with or symbolized by the Trademarks; and

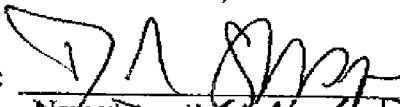
(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

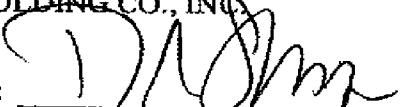
[Remainder of this page intentionally left blank]

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

TROVER SOLUTIONS, INC.

By: 
Name: DOUGLAS K. SHARP
Title: CFO and EVP

TSI HOLDING CO., INC.

By: 
Name: DOUGLAS K. SHARP
Title: CFO and EVP

CAPITALSOURCE FINANCE LLC, as
Collateral Agent

By: _____
Name:
Title:

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

TROVER SOLUTIONS, INC.

By: _____
Name:
Title:

TSI HOLDING CO., INC.

By: _____
Name:
Title:

CAPITALSOURCE FINANCE LLC, as
Collateral Agent

By:  _____
Name: **KEITH D. REUBEN**
Title: **MANAGING DIRECTOR**

First Lien Trademark Security Agreement

Schedule I

[To be attached]

29 (A)

TRADEMARK REGISTRATIONS

Schedule I

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Schedule I

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78/283,768	Troveris & design {swoosh}	August 6, 2003

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