

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Passport Health Communications, Inc.		05/09/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P.
Street Address:	6011 Connection Drive
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2083123	HEALTH WORKS
Registration Number:	3275255	HEALTHWORKS
Registration Number:	3010148	HEALTHWORKS ALLIANCE
Registration Number:	3261194	HEALTHWORKS ALLIANCE
Serial Number:	77310360	PASSPORT BATCHSOURCE
Registration Number:	2345697	PASSPORT HEALTH COMMUNICATIONS, INC.
Serial Number:	77310367	PASSPORT INTELLISOURCE
Registration Number:	2341547	PASSPORT ONESOURCE
Registration Number:	2954530	PROSERVICES
Registration Number:	2993897	PROSERVICES

CORRESPONDENCE DATA

Fax Number: (404)572-5128
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 2083123

Phone: 404-572-2533
Email: jbalcita@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: Jeffrey P. Balcita
Address Line 2: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	14868.015002
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	05/12/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 9, 2008, by PASSPORT HEALTH COMMUNICATIONS, INC. and NEBO SYSTEMS, INC. (each a "Grantor" and together the "Grantors"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as Collateral Agent (the "Collateral Agent") for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of the date hereof by and among PASSPORT HEALTH COMMUNICATIONS, INC. (the "Company"), PASSPORT HOLDING CORPORATION and Subsidiaries of the Company party thereto from time to time, as Guarantors, the Lenders party thereto from time to time, GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Administrative Agent, Collateral Agent and Lead Arranger, and others party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans and certain financial accommodations to the Company;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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 its Trademarks and Trademark Licenses subject to a security interest hereunder.

5. COUNTERPARTS. This Trademark 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.

6. GOVERNING LAW. This Trademark 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.

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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PASSPORT HEALTH
COMMUNICATIONS, INC.

By: *Scott C. Holcomb, Jr.*
Name: *Scott C. Holcomb, Jr.*
Title: *EVP*

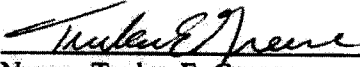
NEBO SYSTEMS, INC.

By: *Scott C. Holcomb, Jr.*
Name: *Scott C. Holcomb, Jr.*
Title: *EVP*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as the Collateral Agent

By: 
Name: Tucker E. Greene
Title: Senior Vice President

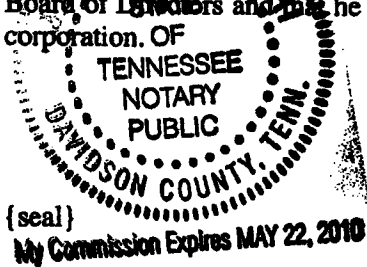
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003776 FRAME: 0045

ACKNOWLEDGMENT OF GRANTORS

STATE OF Tennessee
COUNTY OF Davidson ss.

On this 29th day of April, 2008 before me personally appeared Scott C. Hudsmith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PASSPORT HEALTH COMMUNICATIONS, INC., 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.



[Signature]
Notary Public

STATE OF Tennessee
COUNTY OF Davidson ss.

On this 29th day of April, 2008 before me personally appeared Scott C. Hudsmith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NEBO SYSTEMS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said corporation as authorized by its Manager and sole Member and that he acknowledged said instrument to be the free act and deed of said corporation.





[Signature]
Notary Public


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Passport Health Communications, Inc.

Trademark	Registration / Application No.
	2,083,123
HEALTHWORKS	3,275,255
	3,010,148
HEALTHWORKS ALLIANCE	3,261,194
PASSPORT BATCHSOURCE	77/310,360
PASSPORT HEALTH COMMUNICATIONS, INC.	2,345,697
PASSPORT INTELLISOURCE	77/310,367
PASSPORT ONESOURCE	2,341,547

Trademark	Registration / Application No.
	2,954,530*
PROSERVICES	2,993,897*

Nebo Systems, Inc.

Trademark	Registration / Application No.
ECARE	2,061,381
ECARE	2,055,093

[ACKNOWLEDGMENT TO TRADEMARK SECURITY AGREEMENT]