

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
Picis, Inc.		08/19/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Collateral Agent
Street Address:	One Boston Place
Internal Address:	Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77413723	DELIVERING RESULTS IN HIGH ACUITY
Serial Number:	77519148	INSIGHT ED
Serial Number:	77533809	INSIGHT ANESTHESIA
Serial Number:	77533837	INSIGHT CRITICAL CARE
Serial Number:	77521453	LYNXMARK
Serial Number:	77416349	PICISPEN
Serial Number:	77519106	TOUCHPOINT ED

CORRESPONDENCE DATA

Fax Number: (312)863-7494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312)863-7294
 Email: sarah.endres@goldbergekohn.com
 Correspondent Name: Sarah Endres
 Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.

OP \$190.00 77413723

Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.172

NAME OF SUBMITTER: Sarah Endres

Signature: /sarah endres/

Date: 09/02/2008

Total Attachments: 5

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is entered into as of August 19, 2008 among the Grantor signatory hereto and Wells Fargo Foothill, Inc. ("Wells Fargo"), as Collateral Agent ("Collateral Agent") for the financial institutions ("Lenders") from time to time party to the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor, the other Credit Parties thereto from time to time, the Lenders party thereto from time to time, and Wells Fargo as Administrative Agent and Collateral Agent are parties to that certain Credit and Guaranty Agreement, dated as of August 8, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, Collateral Agent and Grantor are party to that certain Trademark Security Agreement dated as of August 8, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, the parties hereto desire to amend the Security Agreement as set forth below.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each signatory hereby agrees as follows:

1. **Amendment.** The Security Agreement is hereby amended by supplementing Schedule 1 to the Security Agreement to include the information set forth on Exhibit A attached hereto.

2. **Representations and Warranties.** Grantor hereby confirms that the representations and warranties set forth in the Security Agreement are true and correct in all material respects as of the date hereof, in each case after giving effect to the amendments herein, with the same effect as though made on the date hereof (except to the extent such representations and warranties expressly refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date).

3. **Governing Law.** This Amendment shall be a contract made under and governed by the internal laws of the State of New York.

4. **Counterparts.** This Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

GRANTOR:

PICIS, INC.

By: 

Title: President/CEO

COLLATERAL AGENT:

WELLS FARGO FOOTHILL, INC.

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

GRANTOR:

PICIS, INC.

By: _____
Title: _____

COLLATERAL AGENT:

WELLS FARGO FOOTHILL, INC.

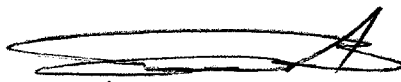
By:  _____
Title: Vice President

Exhibit A

Schedules to the Security Agreement

Schedule 1
to
Trademark Security Agreement

TRADEMARKS	Country	Serial/App Number	File Date
Delivering Results in High Acuity	CA	1390090	4/4/2008
Delivering Results in High Acuity	EU	6805171	4/3/2008
Delivering Results in High Acuity	US	77/413,723	3/5/2008
Insight ED	US	77/519,148	7/10/2008
Insight ED	CA	1405357	7/30/2008
Insight Anesthesia	US	77533809	7/29/2008
Insight Critical Care	US	77533837	7/29/2008
Lynxmark	US	77/521,453	7/14/2008
Picispen	US	77/416,349	3/7/2008
Touchpoint ED	US	77/519,106	7/10/2008
Touchpoint ED	CA	1405373	7/30/2008