TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental 1st Lien TM Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Emdeon Business Services LLC		02/24/2009	LIMITED LIABILITY
Emdeon Business Services LLC		02/24/2009	COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	Citibank N.A., as Collateral Agent	
Street Address:	390 Greenwich Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10013	
Entity Type:	Association: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77608095	U.S. HEALTHCARE EFFICIENCY INDEX

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	926163 005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/

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REEL: 003953 FRAME: 0066

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Date:	03/16/2009
Total Attachments: 5 source=3-16-09 Emdeon-TM#page1.tif source=3-16-09 Emdeon-TM#page2.tif source=3-16-09 Emdeon-TM#page3.tif source=3-16-09 Emdeon-TM#page4.tif source=3-16-09 Emdeon-TM#page5.tif	

Supplemental First Lien Trademark Security Agreement

Supplemental First Lien Trademark Security Agreement, dated as of February 24, 2009 by Emdeon Business Services, LLC ("Pledgor"), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a first lien security agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Supplemental First Lien Trademark Security Agreement;

NOW, THEREFORE, in exchange for good and valuable consideration, the Pledgor hereby agrees with the Collateral 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 Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral 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 Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto (other than Excluded Property), provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark;
 - (b) all Goodwill associated with such Trademarks; and
 - (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this Supplemental First Lien Trademark Security Agreement is granted in conjunction with the Docal USI:5195790v1

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security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Supplemental First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Secured Obligations (other than contingent obligations that are not due and payable on the Closing Date) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental First Lien Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Supplemental First Lien Trademark 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 Supplemental First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

EMDEON BUSINESS SERVICES LLC

By:

Name:

Title:

Accepted and Agreed;

CITIBANK, N.A., as Collateral Agent

By:

Name!

Title:

Rob Ziemer Director

SCHEDULET

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SUPPLEMENTAL FIRST LIEN TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Application:

os	VNER	APPLICATION NUMBER	TRADEMARK
En	ndeon Business Services,	77/608,095	U.S. HEALTHCARE
	C .	:	EFFICIENCY INDEX

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RECORDED: 03/16/2009