

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
SDI Health LLC		01/25/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	2562745	AAN ALLERGY ACTIVITY NOTIFICATION PROGRAM
Registration Number:	2387087	AIR
Registration Number:	2610786	ALLERGY ALERT
Registration Number:	3274276	ALLERGY ALERT
Registration Number:	3499657	ALLERGY ALERT
Registration Number:	3705767	ASTHMA ALERT
Registration Number:	3113573	ASTHMA ALERT
Registration Number:	3606679	AUTOINSIGHT
Registration Number:	3613083	AUTOINSIGHT
Registration Number:	2348335	BUG ALERT
Registration Number:	2641965	FAN DEMAND
Registration Number:	2521533	FAN FLU/COLD/RESPIRATORY ACTIVITY NOTIFICATION PROGRAM
Registration Number:	2610785	FLU ALERT

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**TRADEMARK
 REEL: 004140 FRAME: 0761**

Registration Number:	2873138	FLU ALERT CENTER
Registration Number:	2486559	FLU TRACK
Registration Number:	2815232	FLU TRIGGER
Registration Number:	1843158	GROUP-TRACK
Registration Number:	2486579	INFLUENZA TRIGGER PROGRAM
Registration Number:	3435661	INSITE NEXT GENERATION
Registration Number:	2960748	LDC
Registration Number:	2861641	LDN
Registration Number:	2830852	LDTP
Registration Number:	2783468	LTR LICE TRACKING REPORT
Registration Number:	2486580	MAP MOSQUITO ALERT PROGRAM
Registration Number:	3013857	OPINION LEADER MAPPING
Registration Number:	2661194	POLLEN.COM
Registration Number:	3076779	ROTOROD
Registration Number:	3734320	RSVALERT
Registration Number:	3702935	SALUS
Registration Number:	2534290	SDI
Registration Number:	2555960	SDI
Registration Number:	3486961	SDI DIRECT ACCESS
Registration Number:	3486887	SDI DIRECT ACCESS
Registration Number:	1843157	SMG MARKETING GROUP INC
Registration Number:	2806712	STATELINE
Registration Number:	2397026	SUNDAYS
Registration Number:	2631125	SURVEILLANCE DATA INC.
Registration Number:	2811391	THE TRUE MEASURE OF HEALTHCARE
Registration Number:	3565163	VACCINETRACK
Registration Number:	3025065	VECTOR ONE
Registration Number:	2985756	VERISPAN
Registration Number:	2981679	V VERISPAN THE TRUE MEASURE OF HEALTH CARE
Serial Number:	77134127	ALLERGY ALERT
Serial Number:	77192156	AUTOINSIGHT
Serial Number:	77521057	AZMA.COM
Serial Number:	77276399	BRAND SIG
Serial Number:	77140408	CONTINUUM OF CARE
Serial Number:	77862860	D.S.I.P.H.E.R.

Serial Number:	77862864	DECISION SUPPORT INFORMATION FOR PUBLIC HEALTH EMERGENCY RESPONSE
Serial Number:	77462719	FPI
Serial Number:	77657592	HEALTHRATINGS
Serial Number:	77458174	INNOVATIONS IN HEALTHCARE ANALYTICS
Serial Number:	77053307	PATIENTVIEW
Serial Number:	77188778	PATIENTVIEW
Serial Number:	77188800	PATIENTVIEW
Serial Number:	77189181	PATIENTVIEW
Serial Number:	77053308	PATIENTVUE
Serial Number:	78972139	RSVALERT
Serial Number:	77879422	SKINDEX
Serial Number:	77742316	VECTOR ONE INSITE: COMPREHENSIVE EXPERIENCE
Serial Number:	77742345	VOICE
Serial Number:	77618858	WHOLISTIC SEGMENTATION

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1926260
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	01/29/2010

Total Attachments: 8
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TRADEMARK COLLATERAL AGREEMENT

This 25th day of January, 2010, SDI HEALTH LLC, a Delaware limited liability company (“*Debtor*”) with its principal place of business and mailing address at 220 West Germantown Pike, Plymouth Meeting, Pennsylvania 19462, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch (“*BMO*”), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations (as such term is defined in the Security Agreement defined below) of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, the other debtors party thereto and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

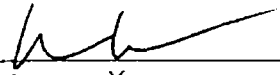
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SDI HEALTH LLC

By 
Name Andrew Kress
Title CEO

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____

SIGNATURE PAGE TO
TRADEMARK COLLATERAL AGREEMENT

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SDI HEALTH LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By *Mary F. Tomczyk*
Name Cecyly F. Tomczyk
Title Vice President


SIGNATURE PAGE TO
TRADEMARK COLLATERAL AGREEMENT

TRADEMARK
REEL: 004140 FRAME: 0767



**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**


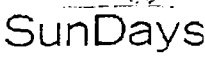

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Mark	Registration Number (Application Number)	Registration Date (Application Date)
AAN ALLERGY ACTIVITY NOTIFICATION PROGRAM	2,562,745	4/23/2002
AIR	2,387,087	9/19/2000
ALLERGY ALERT	2,610,786	8/20/2002
ALLERGY ALERT	3,274,276	8/7/2007
	3,499,657	9/9/2008
<i>AllergyAlert</i>	(77/134,127)	(3/19/2007)
ASTHMA ALERT	3,705,767	11/3/2009
ASTHMA ALERT	3,113,573	7/11/2006
AUTOINSIGHT	(77/192,156)	(5/29/2007)
<i>AutoInsight</i>	3,606,679	4/14/2009
<i>AutoInsight</i>	3,613,083	4/28/2008
AZMA.COM	(77/521,057)	(7/14/2008)
BRAND SIG	(77/276,399)	(9/11/2007)
BUG ALERT	2,348,335	5/9/2000
CONTINUUM OF CARE	(77/140,408)	(3/26/2007)

Mark	Registration Number (Application Number)	Registration Date (Application Date)
D.S.I.P.H.E.R.	(77/862,860)	(11/2/2009)
DECISION SUPPORT INFORMATION FOR PUBLIC HEALTH EMERGENCY RESPONSE	(77/862,864)	(11/2/2009)
FAN DEMAND	2,641,965	10/29/2002
FAN FLU/COLD/RESPIRATORY ACTIVITY NOTIFICATION PROGRAM	2,521,533	12/25/2001
FLU ALERT	2,610,785	8/20/2002
FLU ALERT CENTER	2,873,138	8/17/2004
FLU TRACK	2,486,559	9/11/2001
FLU TRIGGER	2,815,232	2/17/2004
FPI	(77/462,719)	(5/1/2008)
GROUP-TRACK	1,843,158	7/5/1994
HEALTHRATINGS	(77/657,592)	(1/27/2009)
INFLUENZA TRIGGER PROGRAM	2,486,579	9/11/2001
INNOVATIONS IN HEALTHCARE ANALYTICS	(77/458,174)	(4/25/2008)
INSITE NEXT GENERATION	3,435,661	5/27/2008
LDC	2,960,748	6/7/2005
LDN	2,861,641	7/6/2004
LDTP	2,830,852	4/6/2004

Mark	Registration Number (Application Number)	Registration Date (Application Date)
LTR LICE TRACKING REPORT	2,783,468	11/18/2003
MAP MOSQUITO ALERT PROGRAM	2,486,580	9/11/2001
OPINION LEADER MAPPING	3,013,857	11/8/2005
PATIENTVIEW	(77/053,307)	(11/29/2006)
Patient View	(77/188,778)	(5/23/2007)
Patient View	(77/188,800)	(5/23/2007)
Patient View	(77/189,181)	(5/24/2007)
PATIENTVUE	(77/053,308)	(11/29/2006)
POLLEN.COM	2,661,194	12/17/2002
ROTOROD	3,076,779	4/4/2006
RSVALERT	(78/972,139)	(9/12/2006)
RSVALERT	3,734,320	1/5/2010
SALUS	3,702,935	10/27/2009
SDI	2,534,290	1/29/2002
	2,555,960	4/2/2002
	3,486,961	8/19/2008

Mark	Registration Number (Application Number)	Registration Date (Application Date)
	3,486,887	8/19/2008
SKINDX	(77/879,422)	(11/24/2009)
SMG MARKETING GROUP INC	1,843,157	7/5/1994
STATELINE	2,806,712	1/20/2004
	2,397,026	10/24/2000
SURVEILLANCE DATA INC.	2,631,125	10/8/2002
THE TRUE MEASURE OF HEALTHCARE	2,811,391	2/3/2004
VACCINETRACK	3,565,163	1/20/2009
VECTOR ONE	3,025,065	12/13/2005
VECTOR ONE INSITE: COMPREHENSIVE EXPERIENCE	(77/742,316)	(5/21/2009)
VERISPAN	2,985,756	8/16/2005
	2,981,679	8/2/2005
VOICE	(77/742,345)	(5/21/2009)
WHOLISTIC SEGMENTATION	(77/618,858)	(11/20/2008)