

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Academy Holdings, LLC		03/18/2011	LIMITED LIABILITY COMPANY: NORTH CAROLINA
HM Holdings, LLC		03/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
American Society of Health Informatics Managers, Inc.		03/18/2011	non-profit company: UTAH

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Collateral Agent
Street Address:	245 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	77800887	CMAP
Serial Number:	77808472	CHOC
Serial Number:	77202480	CERTIFIED PROFESSIONAL CODER
Serial Number:	77205476	CERTIFIED PROFESSIONAL CODER
Serial Number:	77201586	CERTIFIED PROFESSIONAL CODER
Serial Number:	77202565	CERTIFIED PROFESSIONAL CODER
Serial Number:	77201984	CPC
Serial Number:	77201743	CPC
Serial Number:	77202531	CPC

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Serial Number:	77201987	CPC-H
Serial Number:	77201831	CPC-H
Serial Number:	77202585	CPC-H
Serial Number:	77201969	CPC-P
Serial Number:	77201956	CPC-P
Serial Number:	77202606	CPC-P
Serial Number:	77523248	CIRCC
Serial Number:	77523287	CIRCC
Serial Number:	77523258	CIRCC
Serial Number:	77578994	
Serial Number:	77777944	CPCD
Serial Number:	77779314	CERTIFIED PROFESSIONAL CODER IN DERMATOLOGY
Serial Number:	77463641	CERTIFIED PROFESSIONAL MEDICAL AUDITOR
Serial Number:	85065350	CPMA
Serial Number:	77578299	AMERICAN ACADEMY OF PROFESSIONAL CODERS
Serial Number:	77848278	AMERICAN SOCIETY OF HEALTH INFORMATICS MANAGERS
Serial Number:	77848311	ASHIM
Serial Number:	77848361	
Serial Number:	77848367	CERTIFIED HEALTH INFORMATICS SYSTEMS PROFESSIONAL
Serial Number:	77848419	CERTIFIED HEALTH INFORMATICS SYSTEMS PROFESSIONAL
Serial Number:	77848381	CHISP

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6179518075
Email: shannon.mcguire@bingham.com
Correspondent Name: Shannon L. McGuire
Address Line 1: One Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Shannon L. McGuire
Signature:	/SLM/
Date:	03/25/2011

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This **GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this "**Agreement**"), effective as of March 18, 2011, is made by **AMERICAN ACADEMY HOLDINGS, LLC**, a North Carolina limited liability company (the "**Borrower**"), **HM HOLDINGS, LLC**, a Delaware limited liability company, and **AMERICAN SOCIETY OF HEALTH INFORMATICS MANAGERS, INC.**, a Utah non-profit company (each, individually, a "**Grantor**" and together, collectively, the "**Grantors**"), in favor of **ARES CAPITAL CORPORATION**, a Maryland corporation ("**ARCC**"), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 18, 2011, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among **AMERICAN ACADEMY HOLDINGS, LLC**, a North Carolina limited liability company (the "**Borrower**"), certain of its Subsidiaries and Affiliates signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**") and **ARES CAPITAL CORPORATION**, a Maryland corporation ("**ARCC**"), as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**") and ARCC, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "**Collateral Agent**"), and together with the Administrative Agent, collectively, the "**Agents**" and each an "**Agent**"), the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered a Credit Parties Security Pledge Agreement, dated as of March 18, 2011, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Pledge Agreement**");

WHEREAS, pursuant to the Security Pledge Agreement, the Grantors pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial

accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "***Trademark Collateral***"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

SECTION 6. Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

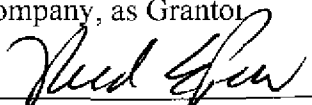
[Signature pages follow]

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

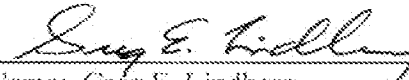
AMERICAN ACADEMY HOLDINGS, LLC,
a North Carolina limited liability company,
as Grantor

By 
Name Reed Pew
Title Chairman

**AMERICAN SOCIETY OF HEALTH
INFORMATICS MANAGERS, INC.,** a Utah non-
profit company, as Grantor

By 
Name Reed Pew
Title President


HM HOLDINGS, LLC, a Delaware limited liability company, as Grantor

By: 
Name: Greg E. Lindberg
Title: Manager

[Signature Page to Trademark Security Pledge Agreement]

TRADEMARK
REEL: 004506 FRAME: 0029

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

By: 

Name: _____

Title: JOSHUA M. BLOOMSTEIN
AUTHORIZED SIGNATORY


[Signature Page to Trademark Security Pledge Agreement]


SCHEDULE A

U.S. Trademark Registrations and Applications

Mark:	Owner of Record:	Serial No.:	Reg. No.:	Reg. Date:
CMAP	American Academy Holdings, LLC	77/800,887		
CHOC	American Academy Holdings, LLC	77/808,472		
CERTIFIED PROFESSIONAL CODER	American Academy Holdings, LLC	77/202,480	3,417,247	4/29/2008
CERTIFIED PROFESSIONAL CODER	American Academy Holdings, LLC	77/205,476	3,649,262	7/7/2009
CERTIFIED PROFESSIONAL CODER	American Academy Holdings, LLC	77/201,586	3,417,245	4/29/2008
CERTIFIED PROFESSIONAL CODER	American Academy Holdings, LLC	77/202,565	3,417,248	4/29/2008
CPC	American Academy Holdings, LLC	77/201,984	3,375,778	1/29/2008
CPC	American Academy Holdings, LLC	77/201,743	3,417,246	4/29/2008
CPC	American Academy Holdings, LLC	77/202,531	3,378,268	2/5/2008
CPC-H	American Academy Holdings, LLC	77/201,987	3,375,779	1/29/2008
CPC-H	American Academy Holdings, LLC	77/201,831	3,378,238	2/5/2008
CPC-H	American Academy Holdings, LLC	77/202,585	3,378,271	2/5/2008
CPC-P	American Academy Holdings, LLC	77/201,969	3,378,245	2/5/2008
CPC-P	American Academy Holdings, LLC	77/201,956	3/378,243	2/5/2008
CPC-P	American Academy	77/202,606	3,378,273	2/5/2008

A/73671430.3

	Holdings, LLC			
CIRCC	American Academy Holdings, LLC	77/523,248	3,600,034	3/31/2009
CIRCC	American Academy Holdings, LLC	77/523,287	3,687,194	9/22/2009
CIRCC	American Academy Holdings, LLC	77/523,258	3,684,188	9/15/2009
Caduceus, book and circle logo 	American Academy Holdings, LLC	77/578,994	3,634,417	6/9/2009
CPCD	American Academy Holdings, LLC	77/777,944	3,880,943	11/23/2010
CERTIFIED PROFESSIONAL CODER IN DERMATOLOGY	American Academy Holdings, LLC	77/779,314	3,874,441	11/9/2010
CERTIFIED PROFESSIONAL MEDICAL AUDITOR	American Academy Holdings, LLC	77/463,641	3,596,815	3/24/2009
CPMA	American Academy Holdings, LLC	85/065,350	3,913,961	2/1/2011
AMERICAN ACADEMY OF PROFESSIONAL CODERS	American Academy Holdings, LLC	77/578,299	3,638,314	6/16/2009

Mark:	Owner of Record:	Serial No.:	Reg. No.:	Reg. Date:
AMERICAN SOCIETY OF HEALTH INFORMATICS MANAGERS	HM Holdings, LLC	77/848,278	3,833,182	8/10/2010
ASHIM	HM Holdings, LLC	77/848,311	3,829,594	8/3/2010
Circle logo design 	HM Holdings, LLC	77/848,361		
CERTIFIED HEALTH INFORMATICS	HM Holdings, LLC.	77/848,367		

SYSTEMS PROFESSIONAL				
CERTIFIED HEALTH INFORMATICS SYSTEMS PROFESSIONAL	HM Holdings, LLC	77/848,419		
CHISP	HM Holdings, LLC.	77/848,381	3,829,595	8/3/2010

Abandoned U.S. Trademark Registrations and Applications

The following list reflects applications or registrations which were abandoned or otherwise cancelled. Neither Borrower, Parent nor any Guarantor makes any representation or warranty with respect to ownership, validity, enforceability, ability to grant a security interest in, infringement or lack of infringement of the marks reflected below, and expressly disclaims any and all representations and warranties with respect to such marks, whether in this Agreement, the Credit Agreement, the Security Pledge Agreement or otherwise.

Mark:	Applicant:	Serial No.:	Reg. No.:	Status/Notes:*
CPCD	American Academy Holdings, LLC	77778606		Abandoned on 9/27/2010. Did not submit Statement of Use.
CERTIFIED PROFESSIONAL CODER IN DERMATOLOGY	American Academy Holdings, LLC	77778638		Abandoned on 9/27/2010. Did not submit Statement of Use.
CIRC	American Academy Holdings, LLC	77481723		Abandoned on 2/15/2010. Did not submit Statement of Use.
CIRC	American Academy Holdings, LLC	77481728		Abandoned on 2/15/2010. Did not submit Statement of Use.
CIRC	American Academy Holdings, LLC	77481746		Abandoned on 2/15/2010. Did not submit Statement of Use.
AAPC AMERICAN ACADEMY OF PROFESSIONAL	American Academy Holdings, LLC	76208118	2623769	Cancelled 5/16/2009. Did not file Section 8

CODERS				Declaration.
CPC-H	American Academy of Professional Coders, Inc.	76248614		Abandoned 1/11/2001. Did not respond to office action.
CPC	American Academy of Professional Coders, Inc.	76248616		Abandoned 1/11/2002. Did not respond to office action.

* Note: statuses are simply statements of status and notes taken from the U.S. Patent & Trademark Office, and are not an admission of any fact with regard to the marks or the application or registration therefore.