

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Revenue Cycle Partners, L.L.C.		08/11/2011	LIMITED LIABILITY COMPANY: MONTANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Administrative Agent		
<b>Street Address:</b>	800 Nicollet Mall		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3595611	HELPING HOSPITALS HELP PATIENTS	
<b>Registration Number:</b>	3434507	R REVENUE CYCLE PARTNERS	
<b>Registration Number:</b>	3434506	REVENUE CYCLE PARTNERS	
<b>Registration Number:</b>	3599263	REVENUE CYCLE PARTNERS R HELPING HOSPITALS HELP PATIENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-492-6842		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Jeffrey R. Cadwell, DORSEY & WHITNEY LLP		
<b>Address Line 1:</b>	50 South Sixth Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>ATTORNEY DOCKET NUMBER:</b>	M223834		

**CH \$115.00 3595611**

**900199719**

**TRADEMARK**  
**REEL: 004605 FRAME: 0177**

NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	08/15/2011
<b>Total Attachments: 4</b> source=Confirmatory Grant of Security Interest in Trademarks#page1.tif source=Confirmatory Grant of Security Interest in Trademarks#page2.tif source=Confirmatory Grant of Security Interest in Trademarks#page3.tif source=Confirmatory Grant of Security Interest in Trademarks#page4.tif	

## CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of August 11, 2011, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, H & R Accounts, Inc. (d/b/a Avadyne Health), an Illinois corporation, the Lenders, and the Secured Party, one of the Lenders, as administrative agent for the Lenders (the "Administrative Agent"), and letter of credit issuer, have entered into a Credit Agreement dated concurrently herewith (as the same may hereafter be amended, supplemented, extended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to extend to the Borrower certain credit accommodations;

WHEREAS, the Grantor has granted security interests to the Secured Party under that certain Pledge and Security Agreement and Irrevocable Proxy dated as of the date hereof, (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;


(c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

REVENUE CYCLE PARTNERS, L.L.C.

By: H & R Accounts, Inc. (d/b/a Avadyne Health), its Sole Manager

By:   
Name: Moises Eilemberg  
Title: President



Digitally signed by Moises Eilemberg  
DN: cn=Moises Eilemberg, o=Avadyne Health,  
ou=President and CEO,  
email=meilemberg@avadynehealth.com, c=US  
Date: 2011.08.10 00:01:39 -05'00'

[Signature Page for Confirmatory Grant of Security Interest in Trademarks]

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

**Exhibit A - SCHEDULE OF TRADEMARKS**

**United States Trademarks:**

Mark	Reg. No.	Reg. Date	Owner	Secured Party
HELPING HOSPITALS HELP PATIENTS	3,595,611	24 Mar 2009	Revenue Cycle Partners, L.L.C.	N/A
R REVENUE CYCLE PARTNERS & Design  	3,434,507	27 May 2008	Revenue Cycle Partners, L.L.C.	N/A
REVENUE CYCLE PARTNERS	3,434,506	27 May 2008	Revenue Cycle Partners, L.L.C.	N/A
REVENUE CYCLE PARTNERS R HELPING HOSPITALS HELP PATIENTS & Design  	3,599,263	31 Mar 2009	Revenue Cycle Partners, L.L.C.	N/A

*Exhibit A*