

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HealthDataInsights, Inc.		12/16/2011	CORPORATION: NEVADA

RECEIVING PARTY DATA	
Name:	Citibank, N.A., as Collateral Agent
Street Address:	580 Crosspoint Parkway
Internal Address:	CRMS Docs Central, CRMS CoE Buffalo
City:	Getzville
State/Country:	NEW YORK
Postal Code:	14068
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	3955539	CLAIMS INTEGRITY MATTERS.
Registration Number:	3982231	CLAIMS INTEGRITY MATTERS.
Registration Number:	2835358	CLINICAL COMPASS PLUS
Registration Number:	3187832	FINANCIAL COMPASS PLUS
Registration Number:	3870666	HDI
Registration Number:	2678107	INPATIENT COST DIAGNOSTIC
Registration Number:	3353174	MYHEALTHCOMPASS QUALITY MATTERS. CHOOSE WISELY.
Registration Number:	2637786	OUTPATIENT CHARGE ANALYSIS
Serial Number:	77968973	INTEGRITY IS IN OUR DNA

CORRESPONDENCE DATA	
Fax Number:	(212)656-1342
Phone:	212-701-3345
Email:	david.adams@thomsonreuters.com

OP \$240.00 3955539

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: James P. Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams TR/
Date:	12/16/2011

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 16, 2011 by HEALTHDATAINSIGHTS, INC. (the "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 party to a 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 Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. 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;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than indemnification obligations not yet due and payable, obligations under clauses (b) and (c) of the definition of Obligations, and LC Exposure that has been cash collateralized) 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 Trademark Security Agreement.


SECTION 5. Counterparts. This 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 Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HEALTHDATAINSIGHTS, INC.

By: 
Name: Maria Perrin
Title: President

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By:



Name: Stuart Dickson

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
HealthDataInsights, Inc.	3955539	CLAIMS INTEGRITY MATTERS.
HealthDataInsights, Inc.	3982231	CLAIMS INTEGRITY MATTERS.
HealthDataInsights, Inc.	2835358	CLINICAL COMPASS PLUS
HealthDataInsights, Inc.	3187832	FINANCIAL COMPASS PLUS
HealthDataInsights, Inc.	3870666	HDI
HealthDataInsights, Inc.	2678107	INPATIENT COST DIAGNOSTIC
HealthDataInsights, Inc.	3353174	MYHEALTHCOMPASS QUALITY MATTERS. CHOOSE WISELY.
HealthDataInsights, Inc.	2637786	OUTPATIENT CHARGE ANALYSIS

Trademark Applications:

OWNER	SERIAL NUMBER	TRADEMARK
HealthDataInsights, Inc.	77-968, 973	INTEGRITY IS IN OUR DNA