TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

Release of Security Interest in Trademarks (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		08/22/2012	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Sunquest Information Systems, Inc.		
Street Address:	250 S. Williams Blvd.		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85711		
Entity Type:	CORPORATION: PENNSYLVANIA		

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1664819	FLEXILAB
Registration Number:	3201408	OUTREACH ADVANTAGE
Registration Number:	3201404	OUTREACH ADVANTAGE
Registration Number:	3657176	SUNQUEST
Registration Number:	3657177	SUNQUEST
Registration Number:	2411807	SUNQUEST INFORMATION SYSTEMS
Registration Number:	3657178	SUNQUEST INFORMATION SYSTEMS
Registration Number:	3772820	RIGHT PATIENT RIGHT TEST RIGHT TIME RIGHT INDICATORS RIGHT DIAGNOSIS
Registration Number:	3770818	SUNQUEST
Registration Number:	3764776	THE FIVE RIGHTS OF LABORATORY TESTING
Registration Number:	2587766	POWERPATH

CORRESPONDENCE DATA

Fax Number: 917777373

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

via US Mail.

Phone: 212-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom

Address Line 1: Four Times Square
Address Line 2: Attn: Ashley Lott, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	131650/5
NAME OF SUBMITTER:	Ashley Lott
Signature:	/Ashley Lott/
Date:	08/23/2012

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release"), dated as of August 22, 2012, is made by **JEFFERIES FINANCE LLC**, located at 520 Madison Avenue, New York, NY 10022, in its capacity as collateral agent pursuant to the Credit Agreement (as defined below) (the "Assignor") in favor of **SUNQUEST INFORMATION SYSTEMS, INC.**, a Pennsylvania corporation, located at 250 S. Williams Blvd., Tucson, AZ 85711 (the "Assignee").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Security Agreement referred to below, as applicable.

WHEREAS, Assignor and Assignee entered into (i) a Credit Agreement (Second Lien), dated as of December 16, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and (ii) a Security Agreement (Second Lien), dated as of December 16, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Assignor and Assignee entered into certain trademark security agreements (i) dated as of December 16, 2010 (as amended, restated, supplemented or otherwise modified from time to time), which was recorded in the Trademark Division of the United States Patent and Trademark Office on December 17, 2010 at Reel 4435, Frame 0840, and (iii) dated as of November 2, 2011 (as amended, restated, supplemented or otherwise modified from time to time), which was recorded in the Trademark Division of the United States Patent and Trademark Office on November 2, 2011 at Reel 4653, Frame 0803 (collectively, the "Trademark Security Agreements");

WHEREAS, pursuant to the Trademark Security Agreements, Assignee pledged and granted to the Assignor 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 the Trademark Collateral (as defined below); and

WHEREAS, the Assignor now desires to terminate and release the entirety of its security interest in such trademark collateral and reassign any and all interest that it may have therein to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

- 1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>", as used herein, shall mean all the following Pledged Collateral of the Assignee:
- (a) Trademarks of the Assignee, including the registered Trademarks and Trademark applications listed on Schedule A attached hereto;
 - (b) all Goodwill associated with such Trademarks; and

- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).
- 2. <u>Release of Security Interest</u>. Assignor hereby terminates, cancels, releases and discharges all of its security interest in the Trademark Collateral and hereby reassigns, grants and conveys to Assignee any and all of Assignor's right, title and interest in and to the Trademark Collateral.
- 3. Recordal. Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise file this Release.
- 4. Governing Law. THIS RELEASE 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 Page Follows]

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IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the day and year first above written.

JEFFERIES FINANCE LLC, as Administrative Agent and as Collateral Agent

By:
Name: Brian Buoye
Title: Senior Vice President

ACKNOWLEDGED AND AGREED:
SUNQUEST INFORMATION SYSTEMS, INC.
By:______

Name: Title: IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the day and year first above written.

JEFFERIES FINANCE LLC, as Administrative Agent and as Collateral Agent

By:					
Name:	**************		1.75	 	
Title					

ACKNOWLEDGED AND AGREED:

SUNQUEST INFORMATION SYSTEMS, INC.

Rv:

Name: Kichard W. Atkin

Title: President

Signature Page to Trademark Release

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Reg. No. (App. No.)	Record Owner
FLEXILAB	1664819	Misys Hospital Systems, Inc.
OUTREACH ADVANTAGE	3201408	Sunquest Information Systems, Inc.
OUTREACH ADVANTAGE	3201404	Sunquest Information Systems, Inc.
SUNQUEST	3,657,176	Sunquest Information Systems, Inc.
SUNQUEST	3657177	Sunquest Information Systems, Inc.
SUNQUEST INFORMATION SYSTEMS	2,411,807	Sunquest Information Systems, Inc.
SUNQUEST INFORMATION SYSTEMS	3657178	Sunquest Information Systems, Inc.
RIGHT PATIENT RIGHT TEST RIGHT TIME RIGHT INDICATORS RIGHT DIAGNOSIS	3772820	Sunquest Information Systems, Inc.
SUNQUEST	3770818	Sunquest Information Systems, Inc.
THE FIVE RIGHTS OF LABORATORY TESTING	3764776	Sunquest Information Systems, Inc.
POWERPATH	2587766	Sunquest Information Systems, Inc.

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RECORDED: 08/23/2012