

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Essence Group Holdings Corporation		12/31/2013	CORPORATION: DELAWARE
Lumeris Solutions Company, LLC	FORMERLY Lumeris, Inc.	12/31/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent
<b>Street Address:</b>	Two Bethesda Metro Center, Suite 600
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	4071879	EGHC
Registration Number:	4071878	EGHC
Registration Number:	4071877	
Registration Number:	4060925	EGHC
Registration Number:	4060924	EGHC
Registration Number:	4060923	
Registration Number:	4103959	
Registration Number:	3904484	YOUR PATIENTS IN FOCUS
Registration Number:	3904178	CLEARPRACTICE
Registration Number:	3881447	CLEARPRACTICE
Registration Number:	4051917	MAESTRO
Registration Number:	3988596	ENHANCED ENCOUNTER

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Registration Number:	3949551	COLLABORATIVE PAYER
Registration Number:	3897529	CARETARGET
Registration Number:	3881928	APPLIED ANALYTICS FOR HEALTHCARE
Registration Number:	3897146	
Registration Number:	3897144	LUMERIS
Registration Number:	3881476	LUMERIS
Registration Number:	3310982	CARESERIES
Registration Number:	4299603	ACCOUNTABLE DELIVERY SYSTEM INSTITUTE
Registration Number:	4229155	ADSI
Serial Number:	85797223	ADSP
Serial Number:	86016535	NINE C'S
Serial Number:	86140020	ACCOUNTABLE DELIVERY SYSTEM PLATFORM (AD

**CORRESPONDENCE DATA**

Fax Number: 4045725135  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 404-572-3493  
Email: kosborne@kslaw.com  
Correspondent Name: Karen Osborne, Senior Paralegal  
Address Line 1: 1180 Peachtree Street, N.E.  
Address Line 2: King & Spalding LLP  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09642.015035
NAME OF SUBMITTER:	Karen Osborne
Signature:	//Karen Osborne//
Date:	12/31/2013

Total Attachments: 8  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2013, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of General Electric Capital Corporation (“*GE Capital*”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “*Agent*”) for the Lenders (as defined in the Loan and Security Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of June 1, 2012 (as amended by, *inter alia*, that certain Omnibus Amendment, dated as of the date hereof (the “*Omnibus Amendment*”) and as further amended, restated, supplemented, revised, restated, replaced or otherwise modified from time to time, the “*Loan and Security Agreement*”), among Lumeris Solutions Company, LLC (formerly known as Lumeris, Inc.) (“*Borrower*”), Essence Group Holdings Corporation, the other loan parties party thereto from time to time, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have severally agreed to make Term Loans to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with execution of the Loan and Security Agreement, the Agent and the Grantors entered into that certain Trademark Security Agreement, dated as of June 1, 2012 (the “*Existing Trademark Security Agreement*”).

WHEREAS, in connection with the execution of the Omnibus Amendment, the Agent and Grantors desire to amend and restate the Existing Trademark Security Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan and Security Agreement and to induce the Lenders to make Term Loans to Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of Lenders, and grants to the Agent for the benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all rights, title and interests arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill of the business of such Grantor connected with the use thereof, all registrations and recordations thereof, all foreign counterparts thereto, all applications in connection therewith and any other ancillary rights thereto (“Trademarks”) including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor retains full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Amendment and Restatement. Upon this Agreement becoming effective (a) all terms and conditions of the Existing Trademark Security Agreement as amended and restated by this Agreement shall be and remain in full force and effect as so amended and restated, and shall constitute the legal, valid, binding and enforceable obligations of the Grantors to the Agent on behalf of the Lenders; and (b) the amendment and restatement contained herein shall not in any manner be construed to impair, limit, cancel, or extinguish or constitute novation in respect of the obligations and liabilities of each of the Grantors evidenced by or arising under the Loan and Security Agreement, the Existing Trademark Security Agreement or any other Loan Documents.

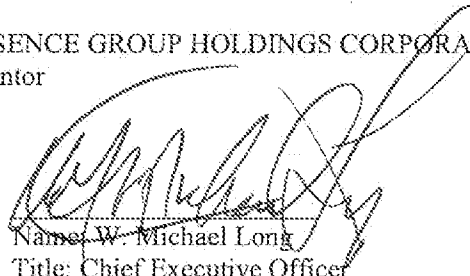
[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

ESSENCE GROUP HOLDINGS CORPORATION, as  
Grantor

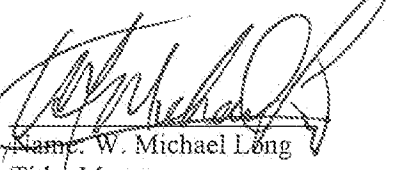
By:



Name: W. Michael Long  
Title: Chief Executive Officer

LUMERIS SOLUTIONS COMPANY, LLC (formerly  
known as Lumeris, Inc.), as Grantor

By:



Name: W. Michael Long  
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005184 FRAME: 0590**

ACKNOWLEDGMENT OF GRANTOR

State of Missouri )  
County of St. Louis }

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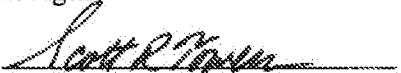
On this 30 day of December, 2013 before me personally appeared Michael Long proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Embley, LLC who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Cindy Fogelman  
Notary Public

CINDY FOGELMAN  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Louis County  
My Commission Expires: June 03, 2016  
Commission Number: 12423840

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: Scott R. Towers  
Title: Duly Authorized Signatory

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005184 FRAME: 0592**


SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<i>Trademarks</i>	<i>Owner</i>	<i>Serial/Registration No.</i>	<i>Filing/Registration Date</i>
	Essence Group Holdings Corporation	85205238/4071879	12/23/2010-12/13/2011
EGHC	Essence Group Holdings Corporation	85205235/4071878	12/23/2010-12/13/2011
	Essence Group Holdings Corporation	85205231/4071877	12/23/2010-12/13/2011
	Essence Group Holdings Corporation	8504724/4060925	05/25/2010-11/22/2011
EGHC	Essence Group Holdings Corporation	85047249/4060924	05/25/2010-11/22/2011
	Essence Group Holdings Corporation	85047244/4060923	05/25/2010-11/22/2011
	Lumeris Solutions Company, LLC	85050634/4103959	05/28/2010-02/28/2012
YOUR PATIENTS IN FOCUS	Lumeris Solutions Company, LLC	85086760/3904484	07/1/2010-01/11/2011
ClearPractice	Lumeris Solutions Company, LLC	85050631/3904178	05/28/2010-01/11/2011



<i>Trademarks</i>	<i>Owner</i>	<i>Serial/Registration No.</i>	<i>Filing/ Registration Date</i>
CLEARPRACTICE	Lumeris Solutions Company, LLC	77899482/3881447	12/22/2009-11/23/2010
MAESTRO	Lumeris Solutions Company, LLC	85153886/4051917	10/15/2010-11/08/2011
ENHANCED ENCOUNTER	Lumeris Solutions Company, LLC	85086748/3988596	07/16/2010-07/05/2011
COLLABORATIVE PAYER	Lumeris Solutions Company, LLC	85086752/ 3949551	07/16/2010-04/19/2011
CARETARGET	Lumeris Solutions Company, LLC	85068741/3897529	10/12/2010-12/28/2010
APPLIED ANALYTICS FOR HEALTHCARE	Lumeris Solutions Company, LLC	85086732/3881928	07/16/2010-11/23/2010
	Lumeris Solutions Company, LLC	85035038/3897146	05/11/2010-12/28/2010
Lumeris	Lumeris Solutions Company, LLC	85035035/3897144	05/11/2010-12/28/2010
LUMERIS	Lumeris Solutions Company, LLC	77906655/3881476	01/07/2010-05/25/200
CARESERIES	Lumeris Solutions Company, LLC	77071911/3310982	12/27/2006-10/16/2007
	Lumeris Solutions Company, LLC	85733101/4299603	09/19/2012-03/05/2013
ADSI	Lumeris Solutions Company, LLC	85518878/4229155	01/18/2012-10/23/2012
ACCOUNTABLE DELIVERY SYSTEM INSTITUTE	Lumeris Solutions Company, LLC	85733101/4299603	09/19/2012-03/05/2013

2. TRADEMARK APPLICATIONS

<i>Trademarks</i>	<i>Owner</i>	<i>Serial No.</i>	<i>Filing Date</i>
ADSP	Lumeris Solutions Company, LLC	85797223	12/07/2012
NINE C'S	Lumeris Solutions Company, LLC	86016535	07/22/2013
ACCOUNTABLE DELIVERY SYSTEM PLATFORM (ADSP)	Lumeris Solutions Company, LLC	86140020	12/10/2013