

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGILIS INTERNATIONAL INC.		01/08/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.
Street Address:	6011 Connection Drive
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3382593	DATAMIND
Registration Number:	3387683	NETMIND
Registration Number:	3489360	CLICKMIND
Registration Number:	3515309	HEALTHMIND
Registration Number:	3655373	TRAFFICMIND
Registration Number:	3680429	ACCELERATE YOUR GAIN
Registration Number:	3771508	ROUTEMIND
Registration Number:	3839120	REVMIND
Serial Number:	86148164	ART

CORRESPONDENCE DATA

Fax Number: 2027782201
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 202-419-2055
 Email: sloftis@hunton.com

CH \$240.00 3382593

Correspondent Name: Hunton & Williams LLP IP Department
Address Line 1: 2200 Pennsylvania Ave. N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER: 65740.000096

NAME OF SUBMITTER: Shelly Anderson

Signature: /Shelly Anderson/

Date: 01/09/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of January 8, 2014, by AGILIS INTERNATIONAL INC., a Delaware corporation (“**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of June 1, 2012, by and among Grantor, Infogix Holdings, Inc., as a Guarantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Company; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, the Pledge and Security Agreement; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses (as defined in the Pledge and Security Agreement) to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of

itself and the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

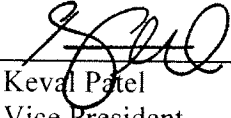
4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

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

GRANTOR:

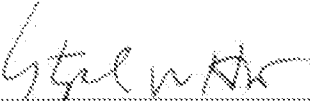
AGILIS INTERNATIONAL INC.

By: 
Name: Keval Patel
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

**GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.**

By: 

Name:

Title: Stephen W. Hipp
Authorized Signatory

Schedule 1

REGISTERED TRADEMARKS

Trademark Name	Registration Number	Registration Date
DataMind	3,382,593	2/12/08
NetMind	3,387,683	2/26/08
ClickMind	3,489,360	8/19/08
HealthMind	3,515,309	10/14/08
TrafficMind	3,655,373	7/14/09
Accelerate Your Gain	3,680,429	9/8/09
RouteMind	3,771,508	4/6/10
RevMind	3,839,120	8/24/12

TRADEMARK APPLICATIONS

Trademark Name	Serial Number	Filing Date
ART	86148164	12/19/13

Schedule 1

Infogix - Trademark Security Agreement (Agilis)
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