

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297777

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GLOBAL HEALTHCARE EXCHANGE, LLC		03/11/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2852687	ALLSOURCE
Registration Number:	3883578	GHX HEALTH CONNEXION
Registration Number:	2850295	GHX
Registration Number:	3462749	GHX
Registration Number:	3706460	G-FAX
Registration Number:	3961029	GHX CONNECT PLUS
Registration Number:	3659021	GHX MISHARE
Registration Number:	3383645	GLOBAL HEALTH CARE EXCHANGE
Registration Number:	4200185	HEALTHCARE SUPPLY CLOUD
Registration Number:	3856174	NUVIA
Registration Number:	3681736	ONDEMAND AP

CORRESPONDENCE DATA

Fax Number: 2138308743

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

Phone: 213-680-6400

Email: kimberley.lathrop@bingham.com

Correspondent Name: BINGHAM MCCUTCHEN LLP

Address Line 1: 355 SOUTH GRAND AVENUE

TRADEMARK

Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 3002329.369116

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 03/11/2014

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of March 11, 2014 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of ARES CAPITAL CORPORATION, a Maryland corporation (“*ARCC*”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 11, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among PROJECT AGORA HOLDINGS CORPORATION, a Delaware corporation (“*Parent*”), its Subsidiaries signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, PROJECT AGORA MERGERCO, LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent (the “*Merger Sub*”), GLOBAL HEALTHCARE EXCHANGE, LLC, a Delaware limited liability company, as successor to Merger Sub by operation of law (“*GHX*”, and, together with Merger Sub, the “*Borrowers*”, and each a “*Borrower*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and ARCC, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered a Security Pledge Agreement, dated as of even date herewith, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

2. SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "*Trademark Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

3. SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

5. SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GLOBAL HEALTHCARE EXCHANGE, LLC,
a Delaware limited liability company,
as a Grantor

By: 

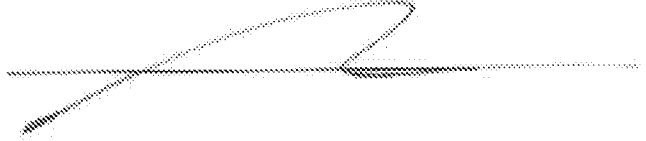
Name: Bruce A. Johnson

Title: President and Chief Executive Officer

[Signature Page to Security Interest in Trademark Rights]

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

By:
Name:
Title:

A handwritten signature in black ink, appearing to read "SCOTT LEM", is written over a horizontal dotted line. The signature is stylized and extends slightly above and below the line.



SCOTT LEM
AUTHORIZED SIGNATORY





[Signature Page to Security Interest in Trademark Rights]

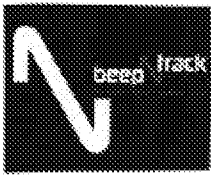
TRADEMARK
REEL: 005234 FRAME: 0966

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
Global Healthcare Exchange, LLC	ALLSOURCE	U.S.	76/471,428	11/21/02	2,852,687	6/15/2004
Global Healthcare Exchange, LLC	 Health Connection	U.S.	77/689,184	03/12/09	3,883,578	11/30/10
Global Healthcare Exchange, LLC		U.S.	76/471,430	11/21/02	2,850,295	6/8/04
Global Healthcare Exchange, LLC		U.S.	76/130,042	9/18/00	3,462,749	7/8/08
Global Healthcare Exchange, LLC	G-FAX	U.S.	77/525,014	7/17/08	3,706,460	11/3/09
Global Healthcare Exchange, LLC	GHX CONNECT PLUS	U.S.	85/085176	7/15/10	3,961,029	5/17/11
Global Healthcare Exchange, LLC	GHX MISHARE	U.S.	77/444,772	4/10/08	3,659,021	7/21/09
Global Healthcare Exchange, LLC	GLOBAL HEALTHCARE EXCHANGE	U.S.	76/076,485	6/23/00	3,383,645	2/19/08

Grantor	Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
Global Healthcare Exchange, LLC	HEALTHCARE SUPPLY CLOUD	U.S.	85/251447	2/25/11	4,200,185	8/28/12
Global Healthcare Exchange, LLC	NUVIA	U.S.	77/934,296	2/12/10	3,856,174	10/5/10
Global Healthcare Exchange, LLC	ONDEMAND AP	U.S.	77/604,808	10/31/08	3,681,736	9/8/09
Global Healthcare Exchange, LLC		IR	—	—	1054748	5/21/10
		U.S.	79/088660	5/21/10	4,004,598	8/2/11
Global Healthcare Exchange, LLC		IR	—	—	1054747	5/21/10
		U.S.	79/088659	5/21/10	4,004,597	8/2/11
Global Healthcare Exchange, LLC	BEEP N TRACK	IR	—	—	996038	2/12/09
		U.S.	79/066276	2/12/09	4,058,038	11/22/11
Global Healthcare Exchange, LLC		IR	—	—	996682	2/12/09
		U.S.	79/066492	2/12/09	4,058,039	11/22/11
Global Healthcare Exchange, LLC		IR	—	—	1042193	5/21/10
		U.S.	79/083814	5/21/10	4,075,720	12/27/11

Grantor	Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
Global Healthcare Exchange, LLC		IR U.S.	— 79/088661	— 1/17/12	1054749 4,085,698	5/21/10 1/17/12