

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthland Inc. p/k/a Dairyland Healthcare Solutions, Inc.		08/17/2009	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3590730	AHN	
Registration Number:	2799207	CLARUS	
Registration Number:	1588571	HUMMINGBIRD	
Registration Number:	1933181	OMCARE	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	34787		

OP \$115.00 3590730

900143559

**TRADEMARK
 REEL: 004064 FRAME: 0486**

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	09/18/2009
Total Attachments: 6 source=34787#page1.tif source=34787#page2.tif source=34787#page3.tif source=34787#page4.tif source=34787#page5.tif source=34787#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Healthland Inc. a/k/a Dairlyland Healthcare Solutions, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Minnesota
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) August 17, 2009

- Assignment Merger
 Security Agreement Change of Name
 Other Amendment to Trademark Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Silicon Valley Bank, as Administrative Agent
Name: _____

Internal
Address: _____

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: USA Zip: 95054

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship CA

Other _____ Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus, Inc.

Internal Address: attn: Penelope J.A. Agodoa

Street Address: 21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: penelope@ipresearchplus.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \$115.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of August 17, 2009 (this "Amendment"), by and between HEALTHLAND INC., previously known as DAIRYLAND HEALTHCARE SOLUTIONS, INC., a Minnesota corporation ("Grantor"), and SILICON VALLEY BANK ("Assignee"), as Administrative Agent, pursuant to that certain Guarantee and Collateral Agreement, dated as of June 15, 2007, among Assignee, Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of June 15, 2007, among Grantor, HEALTHLAND HOLDING INC., formerly known as DAIRYLAND HEALTHCARE SOLUTIONS HOLDING CORP., a Delaware corporation, and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, Grantor and Assignee are parties to that certain Trademark Security Agreement, dated as of August 22, 2008 (the "Trademark Security Agreement"), pursuant to which Grantor granted in favor of Assignee a security interest in the Trademarks (as defined in the Trademark Security Agreement);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1 Amendments to Trademark Security Agreement. The Trademark Security Agreement is hereby amended as follows:

1.1 **Name Change of Parties.** All references in the Trademark Security Agreement to the following parties shall be amended as follows:

"Dairyland Healthcare Solutions, Inc." shall be replaced by "Healthland Inc."

"Dairyland Healthcare Solutions Holding Corp." shall be replaced by "Healthland Holding Inc."

1.2 **Schedule A to Trademark Security Agreement.** Schedule A to the Trademark Security Agreement is hereby amended and supplemented by the attached Supplement to Schedule A.

2 Effect of Amendment. The Trademark Security Agreement, as amended hereby, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. The security interest, including the priority thereof, originally secured by the Trademark Security Agreement shall not be impaired or otherwise affected in an adverse manner by this Amendment.

3 Representations. Grantor represents and warrants to Assignee that the Trademark Security Agreement, as amended hereby, constitutes a valid, binding and enforceable obligation of Grantor, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

- 4 Entire Agreement. This Amendment and the Trademark Security Agreement, as amended by this Amendment, constitute the entire agreement and understanding between the parties to this Amendment and supersede any and all prior agreements and understandings relating to the subject matter of this Amendment.
- 5 Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.
- 6 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

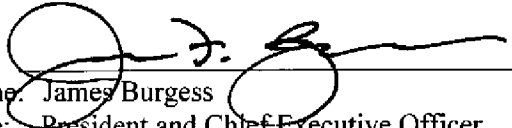
IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed and delivered as of the date first above written.

Address of Grantor:

9300 Shelbyville Road
Suite 800
Louisville, KY 40222

GRANTOR:

HEALTHLAND INC., a Minnesota corporation

By: 
Name: James Burgess
Title: President and Chief Executive Officer

Address of Assignee:

3003 Tasman Drive
Santa Clara, California 95054

ASSIGNEE:

SILICON VALLEY BANK, as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed and delivered as of the date first above written.

Address of Grantor:

9300 Shelbyville Road
Suite 800
Louisville, KY 40222

GRANTOR:

HEALTHLAND INC., a Minnesota corporation

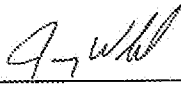
By: _____
Name: James Burgess
Title: President and Chief Executive Officer

Address of Assignee:

3003 Tasman Drive
Santa Clara, California 95054

ASSIGNEE:

SILICON VALLEY BANK, as Administrative
Agent

By:  _____
Name: Jay Wefel
Title: Relationship Manager

SUPPLEMENT TO SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

Registrations and Applications for Trademarks

Trademark	Jurisdiction	Reg./App. Number	Reg./App. Date
AHN (and design)	United States	3590730	03/17/2009
CLARUS	United States	2799207	12/23/2003
HUMMINGBIRD (and design)	United States	1588571	03/27/1990
OMCARE	United States	1933181	11/07/1995