

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
QUADRAMED QUANTIM CORPORATION		03/18/2010	CORPORATION: DELAWARE
QUADRAMED CORPORATION		03/18/2010	CORPORATION: DELAWARE
TEMPUS SOFTWARE, LLC		03/18/2010	LIMITED LIABILITY COMPANY: DELAWARE
QUADRAMED AFFINITY CORPORATION		03/18/2010	CORPORATION: DELAWARE
QUADCOPPER, LLC		03/18/2010	LIMITED LIABILITY COMPANY: DELAWARE
BAVARIA HOLDINGS INC.		03/18/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC, AS AGENT		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2046173	AFFINITY	
Registration Number:	3552026	CARE-BASED REVENUE CYCLE	
Registration Number:	1182558	COMPUCARE	
Registration Number:	2683489	COPE	
Registration Number:	2821612	INTELLIGENT CARE SETS	
Registration Number:	2369196	MEDREC MILLENNIUM	
Registration Number:	2524949	MPISPY	

CH \$865.00 2046173

Registration Number:	2480470	NCODER+
Registration Number:	3101695	POWERING SMARTER HEALTHCARE
Registration Number:	3093989	POWERING SMARTER HEALTHCARE
Registration Number:	3093990	POWERING SMARTER HEALTHCARE
Registration Number:	3130655	POWERING SMARTER HEALTHCARE
Registration Number:	2487948	QM
Registration Number:	3454419	QUADRAMED
Registration Number:	2001481	QUADRAMED
Registration Number:	2348079	QUADRAMED
Registration Number:	3014551	QUADRAMED
Registration Number:	2084681	QUANTIM
Registration Number:	2738362	QUANTIM
Registration Number:	2564804	SMARTID
Serial Number:	77402751	QCPR SMARTSTART
Serial Number:	77798924	RAC SENTRY
Registration Number:	3383470	SMARTMANAGER
Registration Number:	2521428	SMARTMERGE
Registration Number:	2607209	SMARTSCAN
Registration Number:	3396617	SMARTSWIPE
Registration Number:	3373522	SMARTPAL
Registration Number:	3281028	SMART IDENTITY
Registration Number:	2450455	TEMPUS
Registration Number:	2704498	TEMPUSONE
Registration Number:	3080449	TEMPUSXPRESS
Registration Number:	3668722	VACC
Registration Number:	2830452	WE DO TECHNOLOGY. SO YOU CAN DO HEALTHCARE.
Serial Number:	77622287	SPECTRIM

CORRESPONDENCE DATA

Fax Number: (213)627-0705
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213.683.5698
Email: MinetteTayco@paulhastings.com
Correspondent Name: Minette M. Tayco
Address Line 1: 515 S. Flower St., 25th Floor
Address Line 2: Paul, Hastings, Janofsky & Walker LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

TRADEMARK

REEL: 004170 FRAME: 0294

ATTORNEY DOCKET NUMBER:	WFCF/QUADRAMED(73896.55)
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	03/18/2010

Total Attachments: 25

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 18th day of March, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 18, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **QUADRAMED HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), **QUADRAMED QUANTIM CORPORATION**, a Delaware corporation ("Sisterco"), **QUADRAMED CORPORATION**, a Delaware corporation ("QuadraMed Corp."), **TEMPUS SOFTWARE, LLC**, a Delaware limited liability company ("Tempus"), **QUADRAMED AFFINITY CORPORATION**, a Delaware corporation ("QuadraMed Affinity"), and **QUADCOPPER, LLC**, a Delaware limited liability company ("QuadCopper"; together with Sisterco, QuadraMed Corp., Tempus, and QuadraMed Affinity, each individually a "Borrower" and individually and collectively, jointly and severally, "Borrowers"), lenders party thereto (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of March 18, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this

Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or in immediately available funds (or, (a) in the case of contingent reimbursement obligations with regards to Letters of Credit, providing Letter of Credit Collateralization, or (b) in the case of obligations with regard to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations and (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

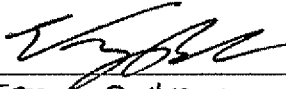
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[signature pages follow]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

QUADRAMED QUANTIM CORPORATION,
a Delaware corporation

By: 
Name: *Ezra Perlman*
Title: *President and Chief Executive Officer*

QUADRAMED CORPORATION,
a Delaware corporation

By: 
Name: *Ezra Perlman*
Title: *President and Chief Executive Officer*

TEMPUS SOFTWARE, LLC,
a Delaware limited liability company

By: _____
Name:
Title:


QUADRAMED AFFINITY CORPORATION,
a Delaware corporation

By: _____
Name:
Title:

QUADCOPPER, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

BAVARIA HOLDINGS INC.,
a Delaware corporation

By: 
Name: *Ezra Perlman*
Title: *President and Chief Executive Officer*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

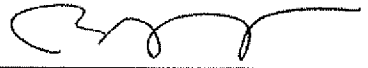
QUADRAMED QUANTIM CORPORATION,
a Delaware corporation

By: _____
Name:
Title:

QUADRAMED CORPORATION,
a Delaware corporation

By: _____
Name:
Title:

TEMPUS SOFTWARE, LLC,
a Delaware limited liability company

By: 
Name: *David L. Piazza*
Title: *Manager*

QUADRAMED AFFINITY CORPORATION,
a Delaware corporation

By: _____
Name:
Title:

QUADCOPPER, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

BAVARIA HOLDINGS INC.,
a Delaware corporation

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

QUADRAMED QUANTIM CORPORATION,
a Delaware corporation

By: _____
Name:
Title:

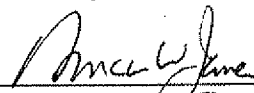
QUADRAMED CORPORATION,
a Delaware corporation

By: _____
Name:
Title:

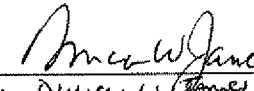
TEMPUS SOFTWARE, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

QUADRAMED AFFINITY CORPORATION,
a Delaware corporation

By: 
Name: *Duncan W James*
Title: *President*

QUADCOPPER, LLC,
a Delaware limited liability company

By: 
Name: *Duncan W James*
Title: *President*

BAVARIA HOLDINGS INC.,
a Delaware corporation

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 

Name: *ALEX HECHLER*
Title: *VICE PRESIDENT*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Registered Trademarks and Trademark Applications

COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
UNITED STATES					
United States	AFFINITY (QuadraMed Corporation)	Registration No. 2,046,173	Class 9: Computer software, specifically hospital information system software	Filed 9/5/90 (claiming a first use date of 1/91) Registered 3/18/97 §§8/15 Declaration accepted 6/15/02 Renewal filed 3/9/07 and granted 4/7/07	Next renewal due 3/18/17
United States	CARE-BASED REVENUE CYCLE (QuadraMed Corporation)	Registration No. 3,552,026	Class 35: Health-care business management; consulting in the field of health-care business management Class 36: Consulting services in the field of financial management for health care providers Class 37: Installation of computer networks Class 41: Training services in the field of healthcare information management systems Class 42: Integration of computer networks; technical support, namely, monitoring of computer networks; installation of computer software	Registered 12/23/08 First use: 2/2007	Declaration of Use due 12/23/14 Renewal due 12/23/18


COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
United States	COMPU CARE (QuadraMed Corporation)	Registration No. 1,182,558	Class 42: Consultation and management of hospital computer systems and data processing for hospitals	Filed 8/15/80 Registered 12/15/81 First Use: 12/13/68 In Commerce: 6/2/69 Renewed 2/12/04	Renewal due 12/15/11
United States	COPE (QuadraMed Corporation)	Registration No. 2,683,489	Class 9: Computer software for collecting and reporting quality of care data for healthcare facilities	Filed 5/9/02 Registered 2/4/03 First Use: 5/01 In Commerce: 12/01 §§8/15 Declarations accepted and acknowledged 8/13/09	Renewal due 2/4/13
United States	INTELLIGENT CARE SETS (QuadraMed Corporation)	Registration No. 2,821,612	Class 9: Computer software in the field of patient and medical information for use in ordering medical tests and prescriptions Disclaims: INTELLIGENT	Filed 4/12/02 Registered 3/9/04 First Use: 9/01 In Commerce: 12/01	QuadraMed Corporation has confirmed this mark is no longer in use. Registration will lapse in due course.

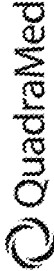
COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
United States	MEDREC MILLENNIUM (QuadraMed Corporation)	Registration No. 2,369,196	Class 9: Computer programs for use in the management of medical records	Filed 3/19/98 Registered 7/18/00 First Use: 2/23/98 §§8/15 Declaration accepted and acknowledged 9/1/06	Renewal due 7/18/10
United States	MPISPY (QuadraMed Corporation)	Registration No. 2,524,949	Class 9: Software for hospital software management to identify duplicate patient records and overlays	Filed 3/8/01 Registered 1/1/02 First Use: 4/1/98 §§8/15 Declaration accepted and acknowledged 12/18/07	Renewal due 1/1/12
United States	NCODER+ (QuadraMed Corporation)	Registration No. 2,480,470	Class 9: Computer software for record management for healthcare providers	Filed 2/11/99 Registered 8/21/01 First Use: 11/99 §§8/15 Declarations accepted and acknowledged 9/5/07	Renewal due 8/21/11

COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
United States	POWERING SMARTER HEALTHCARE (QuadraMed Corporation)	Registration No. 3,101,695	Class 9: Computer software used in record management, information management, billing, payments, posting and secondary billing, medical transcription, document imaging, electronic data interchange and electronic messaging for the healthcare industry; computer software, specifically hospital information system software; computer software that enables users to comply with healthcare regulations and laws; computer software for managing and analyzing financial information of healthcare providers Class 35: Providing an online integrated decision support database for market analysis in the healthcare field Class 36: Consulting services in the field of financial management for health care providers	Filed 3/19/04 Registered 6/6/06 First Use: 10/2005	Declaration of Use due 6/6/12 Renewal due 6/6/16
United States	POWERING SMARTER HEALTHCARE (QuadraMed Corporation)	Registration No. 3,093,989	Class 35: Providing an online integrated decision support database for market analysis in the healthcare field Class 36: Consulting services in the field of financial management for health care providers	Registered 5/16/06 First Use: 10/2005	Declaration of Use due 5/16/12 Renewal due 5/16/16
United States	POWERING SMARTER HEALTHCARE (QuadraMed Corporation)	Registration No. 3093990	Class 41: Training services in the field of healthcare information management systems	Registered 5/16/06 First Use: 10/2005	Declaration of Use due 5/16/12 Renewal due 5/16/16
United States	POWERING SMARTER HEALTHCARE (QuadraMed Corporation)	Registration No. 3130655	Class 35: Healthcare business management, namely, installation, integration, management, consulting, and customer support services in the field of healthcare information management systems; consulting in the field of healthcare business management Class 44: Providing an online integrated decision support database for clinical analysis in the healthcare field; customer support services in the field of healthcare information management systems	Registered 8/15/06 First Use: 10/2005	Declaration of Use due 8/15/12 Renewal due 8/15/16

TRADEMARK

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COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
United States	QCPR SMARTSTART	Application No. 77/402,751	Class 9: software for managing hospital patient records	Filed 2/21/08 (intent-to-use) Notice of Allowance mailed 10/7/08	Statement of Use or Third Request for Extension of Time due 4/7/10 Third request for extension of time will be filed on or before 3/19/10.
United States	QM (Stylized)  (QuadraMed Corporation)	Registration No. 2,487,948	Class 9: Computer software for use in information management for business office outsourcing and cash flow management services, for use in the health industry Class 35: Outsourcing services in the nature of providing consultants in the field of information management for healthcare providers Class 42: Consulting services in the healthcare industry	Filed 2/9/98 (claiming a first use date of 1/20/98 and first use in commerce on 9/1/98) Registered 9/11/01 §8/15 Declaration of Use filed 9/11/07 and accepted	Renewal due 9/11/11

COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
United States	QUADRAMED and Design  (QuadraMed Corporation)	Registration No. 3,454,419	Class 9: computer software used in record management, information management, billing, payments, posting and secondary billing, medical transcription, document imaging, electronic data interchange and electronic messaging for the healthcare industry; computer software, specifically hospital information system software; computer software that enables users to comply with healthcare regulations and laws; computer software for managing and analyzing financial information of healthcare providers Class 36: Consulting services in the field of financial management for healthcare providers Class 41: Training services in the field of healthcare information management systems Class 42: computer-software installation, integration of computer systems and networks, computer project management, information-technology consulting, and customer technical support, namely, troubleshooting of computer software problems, all in the field of healthcare information management services	Registered 6/24/08 First use: 2/07	Declaration of Use due 6/24/14 Renew registration by 6/24/18
United States	QUADRAMED (QuadraMed Corporation)	Registration No. 2,001,481	Class 9: Computer software for healthcare industry used in billing, payments, posting and secondary billing, repricing and electronic data interchange	Filed 10/11/95 (claiming a first use date of 9/1/93) Registered 9/17/96 Renewal filed 5/23/06	Next renewal due 5/23/16

COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
United States	QUADRAMED (QuadraMed Corporation)	Registration No. 2,348,079	Class 9: Computer software for use in information management for business office outsourcing and cash flow management services, for use in the health industry	Filed 4/8/98 (claiming a first use date of 9/1/93) Registered 5/9/00 §§8/15 Declarations accepted and acknowledged 8/1/06	Renewal due 5/9/10
United States	QUADRAMED (QuadraMed Corporation)	Registration No. 3014551	Class 36: Consulting services in the field of financial management for health care providers; providing an online integrated decision support database for market analysis in the healthcare field Class 41: Training services in the field of healthcare information management systems Class 42: Installation, integration, management, consulting, and customer support services in the field of healthcare information management systems; consulting in the field of healthcare management; providing an online integrated decision support database for clinical analysis in the healthcare field	Filed 3/19/04 (claiming a first use date of 1/01) Registered 11/15/05	Declaration of Use due 11/15/11 Renewal due 11/15/15
United States	QUANTIM (QuadraMed Corporation)	Registration No. 2,084,681	Class 9: Computer software for use in healthcare industry electronic data interchange for medical billing	Filed 9/19/95 (claiming a first use date of 3/1/96) Registered 7/29/97 Renewal filed 9/28/07	Next renewal due 7/29/17

TRADEMARK

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COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
United States	QUANTIM (QuadraMed Corporation)	Registration No. 2,738,362	Class 9: Software for use in the healthcare information management; namely patient medical records management and health insurance claim coding; abstracting and management	Filed 9/27/01 (claiming a first use date of 3/1/96 and first use in commerce on 3/21/02) Registered 7/15/03 §88/15 Declarations accepted and acknowledged 7/4/09	Renewal due 7/15/13
United States	RAC SENTRY (QuadraMed Corporation)	Application No. 77798,924	Class 9: Software for patient records management and management of audit and appeal data for health insurance claims	Filed 8/6/09 (intent-to-use) Application will publish 3/30/10	Check status of application 6/30/10
United States	SMARTID (QuadraMed Corporation)	Registration No. 2,564,804	Class 9: Software for hospital database administration for identification and prevention of duplicate records and overlays	Filed 3/8/01 (claiming a first use date of 4/1/98); Registered on the Supplemental Register 4/23/02 §8 Declaration accepted 3/12/08	Renewal due 4/23/12

COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
United States	SMARTMANAGER (QuadraMed Corporation)	Registration No. 3383470	Class 9: Computer software for use in the administration of databases used by hospitals and healthcare providers	Filed 10/9/06 (on the basis of intended use) First use: 12/31/98 Registered on the Supplemental Register 2/12/08	Declaration of Use due 2/12/14 Renew registration by 2/12/18
United States	SMARTMERGE (QuadraMed Corporation)	Registration No. 2,521,428	Class 9: Software for hospital database administration to automate merging of duplicate patient records	Filed 3/8/01 (claiming a first use date of 4/1/98) Registered on Supplemental Register 12/18/01 §8 Declaration accepted 12/18/07	Renewal due 12/18/11
United States	SMARTSCAN (QuadraMed Corporation)	Registration No. 2,607,209	Class 9: Software for hospital database administration for determination of duplicate patient records	Filed 4/10/01 (claiming a first use date of 2/1/99 and first use in commerce on 11/1/99) Registered 8/13/02 §8 Declaration accepted 9/14/08	Renewal due 8/13/12

COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
United States	SMARTSWIPE (QuadraMed Corporation)	Registration No. 3,396,617	Class 9: Computer software for reading data from a driver's license, credit card, military or other personal identification card	Filed 10/9/06 (on the basis of intended use) First use: 12/17/07 Registered on the Supplemental Register 3/11/08	Declaration of Use due 3/11/14 Renew registration by 3/11/18
United States	SMARTPAL (QuadraMed Corporation)	Registration No. 3,373,522	Class 9: Computer software, namely, software that facilitates the linking, merging and management of records for use in the healthcare field	Filed 10/9/06 (on the basis of intended use) First use: 10/07 Registered on the Supplemental Register 1/22/08	Declaration of Use due 1/22/14 Renew registration by 1/22/18
United States	SMART IDENTITY (QuadraMed Corporation)	Registration No. 3,281,028	Class 9: Computer software for healthcare information management systems, namely, software that enables users to access and manage information in databases used by hospitals and healthcare organizations; computer software for accessing, managing and merging medical and patient records Class 42: Providing technical consultation in the field of hospital information management systems; hospital database administration services; technical support services, namely troubleshooting by means of a call center or remote diagnostic; corrective maintenance services accessed through secure Internet connections	Filed 10/9/06 (on the basis of intended use) First use: 6/1/07 Registered on the Supplemental Register 8/14/07	Declaration of Use due 8/14/13 Renewal due 8/14/17
United States	SPECTRIM (QuadraMed Corporation)	Application No. 77/622,287	Class 9: Software for managing patient records in the healthcare industry	Filed 11/26/08 (intent-to-use) Notice of Allowance mailed 6/9/09	Statement of Use or Second Request for Extension of Time due 6/9/10

TRADEMARK

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COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
United States	TEMPUS (QuadraMed Corporation)	Registration No. 2,450,455	Class 9: Computer software for scheduling patient procedures and appointments and for allocating and tracking the availability of health care facility personnel, equipment, inventory and rooms to perform patient procedures and appointments Class 42: Technical consulting in the field of computer networks and patient scheduling systems; maintenance and updating of computer software for others	Filed 9/29/98 (claiming a first use date of 7/93) Registered 5/15/01 §§8/15 Declarations accepted and acknowledged 6/22/07	Renewal due 5/15/11
United States	TEMPUSONE (QuadraMed Corporation)	Registration No. 2,704,498	Class 9: Patient services scheduling software	Filed 7/1/02 (claiming a first use date of 8/27/01) Registered 4/8/03	Registration cancelled on 11/14/09 QuadraMed Corp. has confirmed mark is no longer in use
United States	TEMPUSXPRESS (Stylized) TempusXpress (QuadraMed Corporation)	Registration No. 3,080,449	Class 9: Computer software for scheduling patient procedures and appointments and for allocating and tracking the availability of health care facility personnel, equipment, inventory and rooms to perform patient procedures and appointments Prior Registrations: 2,704,498 and 2,450,455	Filed 12/2/03 First Use: 12/04 Registered 4/11/06	Declaration of Use due 4/11/12 Renewal due 4/11/16
United States	VACC (QuadraMed Corporation)	Registration No. 3,668,722	Class 9: Computer software for patient record management, information management, billing, and insurance claim coding for the healthcare industry; computer software for healthcare information verification that enables users to comply with healthcare regulations and laws	Filed 10/23/08 First use: 10/04 Registered 8/18/09	Declaration of Use due 8/18/15 Renew registration by 8/18/19

TRADEMARK

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COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
United States	WE DO TECHNOLOGY. SO YOU CAN DO HEALTHCARE. (QuadraMed Corporation)	Registration No. 2,830,452	Class 9: Software for managing patient records; software for use in processing health insurance claims; software for managing medical and hospital data for regulatory compliance; and software for financial management for use by health care providers Class 41: Consulting services in the field of healthcare management	Filed 8/21/01 (claiming a first use date of 4/02 for Class 9 and 5/02 for Class 41) Registered 4/6/04	QuadraMed Corporation has confirmed this mark is no longer in use. Registration will lapse in due course
AUSTRALIA					
Australia	DÉTENTE (QuadraMed Corporation)	Registration No. 988,509	Class 9: Computer software used in record management, information management, billing, payments, posting and secondary billing, medical transcription, document imaging, electronic data interchange and electronic messaging for the healthcare industry; computer software, specifically hospital information system software; computer software that enables users to comply with healthcare regulations and laws; computer software for managing and analyzing financial information of healthcare providers Class 42: Installation, management, consulting, and customer support services in the field of healthcare information management systems	Filed 2/10/04 Registered 10/11/04	Renewal due 2/10/14

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COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
Australia	QUADRAMED (QuadraMed Corporation)	Registration No. 988507	Class 9: Computer software used in record management, information management, billing, payments, posting and secondary billing, medical transcription, document imaging, electronic data interchange and electronic messaging for the healthcare industry; computer software, specifically hospital information system software; computer software that enables users to comply with healthcare regulations and laws; computer software for managing and analyzing financial information of healthcare providers Class 41: Training in the field of information management systems Class 42: Installation, management, consulting, and customer support services in the field of healthcare information management systems	Filed 2/10/04 Registered 10/11/04	Renewal due 2/10/14
Australia	QUADRAMED AFFINITY (QuadraMed Corporation)	Registration No. 1,014,254	Class 9: Computer software, namely, healthcare information systems software	Filed 8/5/04 Registered 3/31/05	Renewal due 8/5/14
BAHAMAS					
Bahamas	QUADRAMED (QuadraMed Corporation)	Application No. 30,865	Class 9: Computer software used in record management, information management, billing, payments, posting and secondary billing, medical transcription, document imaging, electronic data interchange and electronic messaging for the healthcare industry; computer software, specifically hospital information system software; computer software that enables users to comply with healthcare regulations and laws; computer software for managing and analyzing financial information of healthcare providers	Filed 8/9/07	Check status of application 8/1/10

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COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
Bahamas	QUADRAMED (QuadraMed Corporation)	Application No. 30,866	Class 16: Printed matter and stationery, brochures, computer manuals	Filed 8/9/07	Check status of application 8/1/10
CANADA					
Canada	ENOVATION (QuadraMed Corporation)	Registration No. TMA591665	Wares: Computer software for management of patient records, accounting and registration, clinical, healthcare, information and order management Services: Consulting services on healthcare issues; training services in the field of healthcare information management systems; educational services, namely, providing education on policies, procedures and regulations on healthcare issues via classrooms and individual one on one training	Registered 10/7/03	Renewal due 10/7/18

COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
Canada	QUADRAMED (QuadraMed Corporation)	Registration No. TMA735244	<p>Wares: Computer software used in record management, information management, billing, payments, posting and secondary billing, medical transcription, document imaging, electronic data interchange and electronic messaging for the healthcare industry; computer software, specifically hospital information system software for scheduling, billing, tracking patients, healthcare personnel, medications, orders, healthcare documentation and results data; computer software that enables users to comply with healthcare regulations and laws; computer software for managing and analyzing financial information of healthcare providers</p> <p>Services: Consulting services in the field of financial management for healthcare providers; Training services in the field of healthcare information management systems; Installation, integration, management, consulting, and customer support services in the field of healthcare information management services</p>	Registered 2/26/09	Use in Canada by 2/26/12 Renew registration by 2/26/24
Canada	SPECTRIM (QuadraMed Corporation)	Application No. 1,439,031	Wares: Software for managing patient records in the healthcare industry	Filed 5/22/09 (claiming 1/26/08 priority) Application published 1/20/10 (for 2 months)	Check status of application 4/20/10
EUROPEAN COMMUNITY					

COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
European Community	QUADRAMED (QuadraMed Corporation)	Registration No. 3,628,328	<p>Class 9: Computer software used in record management, information management, billing, payments, posting and secondary billing, medical transcription, document imaging, electronic data interchange and electronic messaging for the healthcare industry; computer software, specifically hospital information system software; computer software that enables users to comply with healthcare regulations and laws; computer software for managing and analyzing financial information of healthcare providers</p> <p>Class 41: Training services in the field of healthcare information management systems</p> <p>Class 42: Installation, management, consulting and customer support services in the field of healthcare information management systems</p>	Registered 2/9/04 Granted 4/26/05	Use in EU by 4/26/10 Renewal due 2/9/14

COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
European Community	SPECTRIM (QuadraMed Corporation)	Application No. 8,321,176	Class 9: Software for managing patient records in the healthcare industry	Registered 5/26/09 (claiming 11/26/08 priority) Granted 12/11/09	Use in EU by 12/11/14 Renewal due 5/26/19
NEW ZEALAND					
New Zealand	QUADRAMED (QuadraMed Corporation)	Registration No. 708,016	Class 9: computer software used in record management, information management, billing, payments, posting and secondary billing, medical transcription, document imaging, electronic data interchange and electronic messaging for the healthcare industry; computer software, specifically hospital information system software; computer software that enables users to comply with healthcare regulations and laws; computer software for managing and analyzing financial information of healthcare providers Class 35: business consulting and customer support services in the field of healthcare information management systems	Registered 2/11/04 Granted 2/10/05	Renewal due 2/11/14
New Zealand	QUADRAMED: AFFINITY (QuadraMed Corporation)	Registration No. 716,579	Class 9: computer software, namely, healthcare information systems software	Registered 8/9/04 Granted 2/10/05	Renewal due 8/9/14

TRADEMARK

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COUNTRY	TRADEMARK (Owner)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY and CURRENT STATUS	NEXT ACTION DUE
SAUDI ARABIA					
Saudi Arabia	SPECTRIM (QuadraMed Corporation)	Application No. 143,834	Class 9: Software for managing patient records in the healthcare industry	Filed 5/25/09 (claiming 11/26/08 priority); Refusal issued based on SPECTRUM POWER (Siemens); Office action response filed 9/16/09 (decision expected in ~1 year)	Check status of application 10/1/10

Trade Names

None.

Registered Service Marks

None.

Service Mark Applications

None.