

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HCPPro Holdings, Inc.		10/08/2004	CORPORATION:
HCPPro, Inc.		10/08/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Citizens Bank of Massachusetts
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	Massachusetts State Chartered Bank:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2521224	AMBULATORY SURGERY COMPLIANCE & REIMBURSEMENT INSIDER
Registration Number:	2849477	BROWNSTONE'S COMPLETE HIPAA PRIVACY STAFF TRAINING PROGRAM
Registration Number:	2799137	CREDENTIALING & PEER REVIEW LEGAL INSIDER
Registration Number:	2466687	HEALTH INFORMATION COMPLIANCE INSIDER
Registration Number:	2652940	HIPAA PRIVACY STAFF TRAINER
Registration Number:	2847068	HIPAA SECURITY & PRIVACY STAFF TRAINER
Registration Number:	2835499	HIPAA SECURITY COMPLIANCE INSIDER
Registration Number:	2291552	LABORATORY COMPLIANCE INSIDER
Registration Number:	2572213	MANAGED CARE CONTRACTING AND REIMBURSEMENT ADVISOR
Registration Number:	2663970	OPHTHALMOLOGY COMPLIANCE & REIMBURSEMENT INSIDER
Registration Number:	2631936	PHARMACY PRIVACY COMPLIANCE INSIDER
		OSHA COMPLIANCE INSIDER FOR HEALTHCARE

CH \$340.00 2521224

Registration Number:	2725898	FACILITIES
Serial Number:	76553013	RADIOLOGY ADMINISTRATOR'S COMPLIANCE & REIMBURSEMENT INSIDER

**CORRESPONDENCE DATA**

Fax Number: (617)227-4420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6172390632  
Email: agrandy@palmerdodge.com  
Correspondent Name: Adam M. Grandy  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	5268-65
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NAME OF SUBMITTER:	Adam M. Grandy
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Total Attachments: 5  
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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT dated as of October 8, 2004 (the "Trademark Agreement"), is by and among HCPPro, Inc., a Delaware corporation and HCPPro Holdings, Inc., a Delaware corporation (collectively, the "Pledgors"), and Citizens Bank of Massachusetts (the "Lender").

**WHEREAS** the Pledgors are the owners and users of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (collectively, the "Trademarks");

**WHEREAS** the Pledgors have entered into that certain Credit Agreement dated as of December 23, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Pledgors and the Lender,

**WHEREAS** in connection with the Credit Agreement, the Pledgors executed and delivered to the Lender a Security Agreement dated as of December 23, 2002 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Pledgors granted to the Lender a security interest in, among other things, the Trademarks;

**WHEREAS** the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Pledgors' right, title and interest in the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Security Agreement. The Pledgors further hereby pledge and mortgage to the Lender, and grant to the Lender a security interest in, all of the Pledgors' right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgors pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Trademark Agreement has been entered into in connection with the Security Agreement, and the Pledgors and the Lender each hereby acknowledge and agree that the pledge,

mortgage and grant of security interest hereunder to, and the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

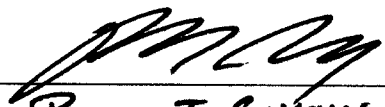
This Trademark Agreement shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts.

This Trademark Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

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

HCPRO, INC.

By:   
Name: Bruce T. Guzowski  
Title: President

HCPRO HOLDINGS, INC.

By:   
Name: Bruce T. Guzowski  
Title: President & CEO

CITIZENS BANK OF MASSACHUSETTS

By: \_\_\_\_\_  
Name:  
Title:

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

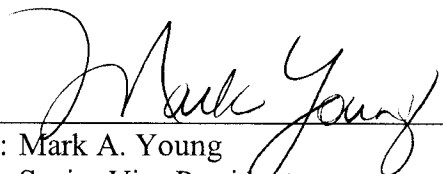
HCPRO, INC.

By: \_\_\_\_\_  
Name:  
Title:

HCPRO HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

CITIZENS BANK OF MASSACHUSETTS

By:  \_\_\_\_\_  
Name: Mark A. Young  
Title: Senior Vice President

**EXHIBIT A**

**Registered Trademarks:**

Trademark	Registration No.	Registration Date	Serial No.
Ambulatory Surgery Compliance & Reimbursement Insider	2,521,224	12/18/01	76/022,808
Brownstone's Complete HIPAA Staff Training Program	2,849,477	6/1/04	78/173,024
Credentialing & Peer Review Legal Insider	2,799,137	12/23/03	78/088/376
Health Information Compliance Insider	2,466,687	7/3/01	75/923,863
HIPAA Privacy Staff Trainer	2,652,940	11/19/02	76/369,764
HIPAA Security & Privacy Staff Trainer	2,847,068	5/25/04	78/266,800
HIPAA Security Compliance Insider	2,835,499	4/20/04	78/200,580
Laboratory Compliance Insider	2,291,552	11/9/99	75/444,967
Managed Care Contracting & Reimbursement Advisor	2,572,213	5/21/02	76/039,006
Ophthalmology Compliance & Reimbursement Insider	2,663,970	12/17/02	76/050/790
Pharmacy Privacy Compliance Insider	2,631,936	10/08/02	78/089797
OSHA Compliance Insider for Healthcare Facilities	2,725,898	6/10/03	78/072,988

**Trademark Applications:**

Trademark	Serial No.	Application Date
Radiology Administrator's Compliance & Reimbursement Insider	76/553,013	9/30/03