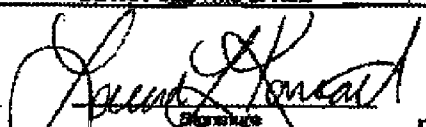


01/26/2005
700148917

Form PTO-1594 (Rev. 05/01) OMB No. 0881-0027 (exp. 03/1/2002) Tab settings: ⇨ ⇨ ⇨		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): PEOM, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Del Limited Liability Company</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>General Electric Capital Corporation</u> , Internal Address: <u>as agent</u> Address: Street Address: <u>500 W. Monroe</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60661</u> <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Del</u> <input type="checkbox"/> Other <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations result in a separate document being prepared.) Additional name(s) & address (es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>July 30, 2004</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u> Street Address: <u>35 W. Necker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u>			6. Total number of applications and registrations involved: <u>2</u> 7. Total fee (87 CFR 3.41) <u>\$ 65</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>232428</u>		
DO NOT USE THIS SPACE					
9. Signature. <u>Laura Konrath</u> Name of Person Signing			 Signature		
			<u>1/26/05</u> Date		

CH \$65.00 232428 78337087

RightFax

1/31/05 7:55

PAGE 004/011

Fax Server

Continuation Item 7

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark Reg. No. Date

TRADEMARK APPLICATIONS

"A Healthcare Network Where You Need It"

① Application Serial Number 78337087

"It's My Choice"

② Application Serial Number ~~7833727~~

78/337,127

full #

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

RightFax

1/31/05 7:55

PAGE 005/011

Fax Server

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2004, by PFOM, L.L.C., a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Agent"), in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof, which amends and restates the Credit Agreement, dated as of June 30, 2004, by and among Grantor, SLOAN'S LAKE MANAGEMENT CORP., a Colorado corporation ("SL Management"), DELTA RISK MANAGEMENT, L.L.C., a Michigan limited liability company ("Delta Risk"), FLORA MIDWEST, L.L.C., a Delaware limited liability company ("Flora Midwest"), SOLOMON OFFICE ASSOCIATES, L.L.C., a Michigan limited liability ("Solomon Office") (each of Grantor, SL Management, Delta Risk, Flora Midwest and Solomon Office, individually, a "Borrower" and, collectively, the "Borrowers"), the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time further amended, restated, supplemented or otherwise modified (the "Credit Agreement")), Lenders have agreed, among other things, to continue to make Loans and to continue to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers;

WHEREAS, Agent and Lenders are willing to continue to make Loans and to continue to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Security Agreement, dated as of the date hereof, which amends and restates the Security Agreement, dated as of June 30, 2004, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing

NY:881841.3

RightFax

1/31/05 7:55

PAGE 006/011

Fax Server

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 to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each 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 or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. 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.

[Signature Page Follows]

RightFax

1/31/05 7:55

PAGE 007/011

Fax Server

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

PPOM, L.L.C.

By: David Keserich
Name: DAVID L. KESERICH
Title: VICE PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

RightFax

1/31/05 7:55

PAGE 008/011

Fax Server


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

PPOM, L.L.C.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: _____
Title: Steve J. Werner
Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark Reg. No. Date

TRADEMARK APPLICATIONS

"A Healthcare Network Where You Need It"

① Application Serial Number 78337087

"It's My Choice"

② Application Serial Number ~~7833727~~ 78/337, 127 Full #

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement