

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vendome Medquest, LLC		02/16/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2325 Lakeview Parkway		
Internal Address:	Suite 700		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76553012	PROFESSIONAL OFFICE BUILDING MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5149		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-572-2611		
Email:	vfitzpatrick@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	191 Peachtree Street		
Address Line 2:	c/o Vandy F. Fitzpatrick		
Address Line 4:	Atlanta, GEORGIA 30303		
NAME OF SUBMITTER:	Vandy F. Fitzpatrick		
Signature:	/s/ Vandy F. Fitzpatrick		
Date:	02/23/2005		

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REEL: 003033 FRAME: 0865

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 16, 2005, by VENDOME MEDQUEST, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of January 5, 2005, as amended by that certain First Amendment and Consent to Amended and Restated Credit Agreement, dated the date hereof (the "First Amendment") by and among Vendome Group, LLC, a Delaware limited liability company, Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and 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, the First Amendment, pursuant to which Grantor granted a lien to Agent in all of its personal property and assets.

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 thereto 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 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 First Amendment. 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]

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.

VENDOME MEDQUEST, LLC,
as Grantor

By: 
Name: Peter O. Wilde, Jr.
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY:


GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Rhode Island
COUNTY OF Providence ss.

On this 15th day of February, 2005, before me personally appeared Peter O. Wilde, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Vendome Medquest, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public
(seal)

Expires: 5/16/07

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark Registrations	Ser/Reg No.	Issued
Nursing Homes Long Term Management (Stylized)	Ser. #76553012	09/29/1992
Unregistered Trademarks		
Healthcare Design (stylized)		
ENT Ear Nose and Throat Journal		
Behavioral Health Management		
Medquest Communications		
Design for Senior Environments		

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