

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
HCPPro, Inc.		03/04/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	2325 Lakeview Parkway
Internal Address:	Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 27

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:	2566129	CARDIOLOGY ADMINISTRATOR COMPLIANCE & REIMBURSEMENT INSIDER
Registration Number:	2799137	CREDENTIALING & PEER REVIEW LEGAL INSIDER
Registration Number:	2530741	EMERGENCY DEPARTMENT COMPLIANCE & REIMBURSEMENT INSIDER
Registration Number:	2540130	EPHARM5
Registration Number:	2533105	EPHARMACEUTICALS
Registration Number:	2914823	EPHARMACEUTICALS INDEPTH
Registration Number:	2647846	HCPRO
Registration Number:	2466687	HEALTH INFORMATION COMPLIANCE INSIDER
Registration Number:	2652940	HIPAA PRIVACY STAFF TRAINER

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Registration Number:	2847068	HIPAA SECURITY & PRIVACY STAFF TRAINER
Registration Number:	2835499	HIPAA SECURITY COMPLIANCE INSIDER
Registration Number:	2673851	HPCHECK
Registration Number:	2291552	LABORATORY COMPLIANCE INSIDER
Registration Number:	2572213	MANAGED CARE CONTRACTING AND REIMBURSEMENT ADVISOR
Registration Number:	2424948	MEDICAL RECORDS BRIEFING
Registration Number:	2406046	MEDICAL STAFF BRIEFING
Registration Number:	2610720	OB/GYN ADMINISTRATOR'S REIMBURSEMENT & COMPLIANCE INSIDER
Registration Number:	2663970	OPHTHALMOLOGY COMPLIANCE & REIMBURSEMENT INSIDER
Registration Number:	2393184	OPUS COMMUNICATIONS
Registration Number:	2725898	OSHA COMPLIANCE INSIDER FOR HEALTHCARE FACILITIES
Registration Number:	2631936	PHARMACY PRIVACY COMPLIANCE INSIDER
Registration Number:	2905961	RADIOLOGY ADMINISTRATOR'S COMPLIANCE & REIMBURSEMENT INSIDER
Registration Number:	2389611	THE GREELEY COMPANY
Registration Number:	2450887	THE GREELEY EDUCATION COMPANY
Registration Number:	2497537	THE GREELEY EDUCATION COMPANY

CORRESPONDENCE DATA

Fax Number: (404)572-5149
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-2611
Email: vfitzpatrick@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 191 Peachtree Street
Address Line 2: Vandy F. Fitzpatrick
Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/s/ Vandy F. Fitzpatrick
Date:	03/08/2005

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 4, 2005, by HCPRO, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the 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, that certain Security Agreement dated as of the date herewith (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, 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 shall have the meanings given to such terms 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 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]

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.

HCPRO, INC.

By: *[Signature]*
Name: Bruce T. Guzowski
Title: President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Raymond N. Shu
Duly Authorized Signatory

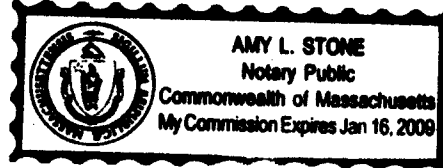
ACKNOWLEDGMENT OF GRANTOR

STATE OF MA)
COUNTY OF ESSEX) ss.

On this 4th day of March, 2005 before me personally appeared Bruce T. Guzowski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HCPro, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Amy L. Stone
Notary Public

{seal}



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


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.

HCPRO, INC.

By: _____
Name: Bruce T. Guzowski
Title: President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Raymond N. Shu
Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of March, 2005 before me personally appeared Bruce T. Guzowski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HCPro, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

US TRADEMARKS

HCPRO TRADEMARK PORTFOLIO

Dec-04

MARK	APP./REG. NO.	REG. DATE	ACTION ITEM
AMBULATORY SURGERY COMPLIANCE & REIMBURSEMENT INSIDER	2,521,224	12/18/2001	Section 8 due by 12/18/2007
BROWNSTONE'S COMPLETE HIPPA PRIVACY STAFF TRAINING PROGRAM	2,849,477	6/1/2004	Section 8 due by 06/01/2010
CARDIOLOGY ADMINISTRATOR COMPLIANCE & REIMBURSEMENT INSIDER	2,566,129	4/30/2002	Section 8 due by 04/30/2008
CREDENTIALING & PEER REVIEW LEGAL INSIDER	2,799,137	12/23/2003	Section 8 due by 12/23/2009
EMERGENCY DEPARTMENT COMPLIANCE & REIMBURSEMENT INSIDER	2,530,741	1/15/2002	Section 8 due by 01/15/2008
EPHARM 5	2,540,130	2/19/2002	Section 8 due by 02/19/2008
EPHARMACEUTICALS	2,533,105	1/22/2002	Section 8 due by 01/22/2008
EPHARMACEUTICALS INDEPTH	2,914,823	12/28/2004	Section 8 due by 12/28/2010
HCPRO	2,647,846	11/12/2002	Section 8 due by 11/12/2008
HEALTH INFORMATION COMPLIANCE INSIDER	2,466,687	7/3/2001	Section 8 due by 07/03/2001
HIPPA PRIVACY STAFF TRAINER	2,652,940	11/19/2002	Section 8 due by 11/19/2008
HIPAA SECURITY & PRIVACY STAFF TRAINER	2,847,068	5/25/2004	Section 8 due by 05/25/2010
HIPPA SECURITY COMPLIANCE INSIDER	2,835,499	4/20/2004	Section 8 due by 04/20/2010
HPCHECK	2,673,851	1/14/2003	Section 8 due by 01/14/2009
LABORATORY COMPLIANCE INSIDER	2,291,552	11/9/1999	Section 8 due by 11/09/2005
MANAGED CARE CONTRACTING AND REIMBURSEMENT ADVISOR	2,572,213	5/21/2002	Section 8 due by 05/21/2008
MEDICAL RECORDS BRIEFING	2,424,948	1/30/2001	Section 8 due by 01/30/2007

MEDICAL STAFF BRIEFING	2,406,046	11/21/2000	Section 8 due by 11/21/2006
OB/GYN ADMINISTRATOR'S REIMBURSEMENT & COMPLIANCE INSIDER	2,610,720	8/20/2002	Section 8 due by 08/20/2008
OPHTHALMOLOGY COMPLIANCE & REIMBURSEMENT INSIDER	2,663,970	12/17/2002	Section 8 due by 12/17/2008
OPUS COMMUNICATIONS	2,393,184	10/10/2000	Section 8 due by 10/10/2006
OSHA COMPLIANCE INSIDER FOR HEALTHCARE FACILITIES	2,725,898	6/10/2003	Section 8 due by 06/10/2009
PHARMACY PRIVACY COMPLIANCE INSIDER	2,631,936	10/8/2002	Section 8 due by 10/08/2008
RADIOLOGY ADMINISTRATOR'S COMPLIANCE & REIMBURSEMENT INSIDER	2,905,961	11/30/2004	Section 8 due by 11/30/2010
THE GREELEY EDUCATION COMPANY & DESIGN	2,389,611	9/26/2000	Section 8 due by 09/26/2006
THE GREELEY EDUCATION COMPANY & DESIGN	2,450,887	5/15/2001	Section 8 due by 05/15/2007
THE GREELEY EDUCATION COMPANY & DESIGN	2,497,537	10/16/2001	Section 8 due by 10/16/2007

TRADEMARK APPLICATIONS

N/A

TRADEMARK LICENSES

N/A

UNREGISTERED TRADEMARKS

HCPRO & DESIGN

HCPROFESSOR

HCPROFESSOR & DESIGN

HEALTHCARE MARKETPLACE

HIPAAPRO

THE GREELEY INSTITUTE

CREDENTIALLING AND PRIVILEGING DESK REFERENCE ONLINE

CREDENTIALLING RESOURCE CENTER

SNFINFO.COM

COMPLIANCEINFO.COM

THE HEALTHCARE CORPORATE COMPLIANCE SUPERSITE
HEALTHSAFETYINFO.COM
THE HEALTHCARE SAFETY SUPERSITE
HIMINFO.COM
THE HEALTHCARE MANAGEMENT SUPERSITE
ACCREDITINFO.COM
THE HEALTHCARE ACCREDITATION SUPERSITE
CREDENTIALINFO.COM
THE HEALTHCARE CREDENTIALING INFORMATION SUPERSITE
MSLEADER.COM
THE INFORMATION SUPERSITE FOR MEDICAL STAFF LEADERS
EXECUTIVE BRIEFINGS ONLINE
BRIEFINGS ON JCAHO ONLINE
THE LONG-TERM CARE INFORMATION SUPERSITE
PHYSICIANS LINK
ACCREDITATION CONNECTION
A HIGHER ORDER OF INTELLIGENCE
BRIEFINGS ON HOSPITAL SAFETY
REGULATORY COMPLIANCE MANUAL
CLINICAL PRIVILEGE WHITE PAPAERS
COMPETENCY MANAGEMENT ADVISOR
ONLINE CRC
J-MAIL
MEDICAL STAFF BRIEFING
NURSE MAGNET RESOURCES CENTER
PATIENT SAFETY MONITOR
PHYSICIAN SCREENING SERVICES
READY SET COMPLY
READY SET JCAHO
THE CNA TRAINING SOLUTION

THE GREELEY COMPANY
THE HEALTHCARE COMPLIANCE COMPANY
CORE SKILLS FOR NURSING MANAGERS
CUSTOM CLASSROOM
HEALTHCARE RISK MANAGEMENT INSTITUTE
CREDENTIALING RESOURCE CENTER
MEDICAL STAFF TALK
CLINICAL CODING LINK
CODING GUIDELINE CORNER
HIM DIRECTOR FOCUS
JUSTCODING.COM
OUTPATIENT CODING PERSPECTIVES
PHYSICIAN CODING SPOTLIGHT

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