

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
Optima Educational Solutions, Inc.		03/03/2005	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	CapitalSource Finance, LLC
Street Address:	4445 Willard Avenue
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	21146
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	76586602	CLINICAL BREAKTHROUGHS
Serial Number:	76580475	CRITICAL BREAKTHROUGHS IN METABOLIC SYNDROME
Serial Number:	76580476	CRITICAL BREAKTHROUGHS IN THE TREATMENT OF METABOLIC SYNDROME
Serial Number:	76586605	OCRM
Serial Number:	76586606	OCDN
Serial Number:	76586604	OPTIMA CLINICIAN DEVELOPMENT NETWORK
Serial Number:	76586608	OPTIMA CLINICIAN RELATIONSHIP MANAGEMENT
Serial Number:	76553540	OPTIMAVISION
Serial Number:	76586607	SO EVERYBODY GETS THE MESSAGE

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700
 Email: pagodoa@federalresearch.com

CH \$240.00 76586602

Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/17/2005

Total Attachments: 6
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TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, OPTIMA EDUCATIONAL SOLUTIONS, INC., a Delaware corporation (“Grantor”), has adopted, used and is using the marks shown in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor is obligated to CAPITALSOURCE FINANCE LLC (“CapitalSource”) and various other financial institutions (collectively, “Lenders”) and CapitalSource as agent for Lenders (“Agent”) pursuant to (i) a guaranty of the Obligations under the Fourth Amended and Restated Revolving Credit and Term Loan Agreement, dated March 10, 2004, among Agent, Lenders, Grantors and the other Loan Parties party thereto and (ii) a certain Collateral Patent, Trademark, Copyright and License Assignment, dated as January 27, 2003, made by Grantor in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the “Agreements”); and

WHEREAS, pursuant to the Agreements, and subject to the terms and conditions contained therein, Grantor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, to secure the payment and performance of the Obligations (as defined in the Agreements), Grantor does hereby grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor.

Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
March 3, 2005

Witness:

Carol E. Kinn

OPTIMA EDUCATIONAL SOLUTIONS, INC.
By: [Signature]
Name: Paul R. Tyndall
Its: Senior Vice President

Witness:

CAPITALSOURCE FINANCE LLC, as Agent
By: _____
Name:
Its:

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, OPTIMA EDUCATIONAL SOLUTIONS, INC., a Delaware corporation (“Grantor”), has adopted, used and is using the marks shown in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor is obligated to CAPITALSOURCE FINANCE LLC (“CapitalSource”) and various other financial institutions (collectively, “Lenders”) and CapitalSource as agent for Lenders (“Agent”) pursuant to (i) a guaranty of the Obligations under the Fourth Amended and Restated Revolving Credit and Term Loan Agreement, dated March 10, 2004, among Agent, Lenders, Grantors and the other Loan Parties party thereto and (ii) a certain Collateral Patent, Trademark, Copyright and License Assignment, dated as January 27, 2003, made by Grantor in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the “Agreements”); and

WHEREAS, pursuant to the Agreements, and subject to the terms and conditions contained therein, Grantor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

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Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
March 3, 2005

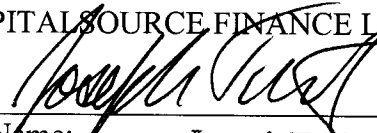
Witness:

OPTIMA EDUCATIONAL SOLUTIONS, INC.

By: _____
Name:
Its:

Witness:

CAPITALSOURCE FINANCE LLC, as Agent

By:  _____
Name: **Joseph Turitz**
Its: **General Counsel
Corporate Finance Group**

SCHEDULE A

<u>Country</u>	<u>Mark</u>	<u>Application or Serial Number</u>	<u>Application or Filing Date</u>	<u>Registration No.</u>	<u>Date of Issue</u>
USA	Clinical Breakthroughs	76/586,602	April 12, 2004		
USA	Critical Breakthroughs in Metabolic Syndrome	76/580,475	March 10, 2004		
USA	Critical Breakthroughs in the Treatment of Metabolic Syndrome	76/580,476	March 10, 2004		
USA	OCDN	76/586,605	April 12, 2004		
USA	OCRM	76/586,606	April 12, 2004		
USA	Optima Clinician Development Network	76/586,604	April 12, 2004		
USA	Optima Clinician Relationship Management	76/586,608	April 12, 2004		
USA	OptimaVision	76/553,540	October 3, 2003		
USA	So Everybody Gets the Message	76/586,607	April 12, 2004		

STATE OF New Jersey)
 : ss.:
COUNTY OF Middlesex)

On this 3rd day of March, 2005, before me personally came Paul R. Tyndal,
to me known, who, being by me duly sworn, did depose and say that s/he is the
SVF of OPTIMA EDUCATIONAL SOLUTIONS, INC., the corporation
described in and which executed the foregoing instrument; and that s/he signed her/his name
thereto by order of the board of directors of said corporation.

[Signature]
Notary Public

STATE OF _____)
 : ss.:
COUNTY OF _____)

On this ___ day of _____, 200_, before me personally came _____,
to me known, who, being by me duly sworn, did depose and say that s/he is the
_____ of CAPITALSOURCE FINANCE LLC, the limited liability company
described in and which executed the foregoing instrument.

Notary Public

STATE OF _____)
: ss.:
COUNTY OF _____)

On this ____ day of _____, 2005, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of OPTIMA EDUCATIONAL SOLUTIONS, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Notary Public

STATE OF Maryland)
: ss.:
COUNTY OF Montgomery

On this 24 day of Feb, 2003, before me personally came Joseph Neutz to me known, who, being by me duly sworn, did depose and say that s/he is the General Counsel Corp of CAPITALSOURCE FINANCE LLC, the limited liability company described in and which executed the foregoing instrument.

Mary B Leino
Notary Public

