

11/10/04 REC

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U.S. DEPARTMENT OF Patent and Trademark

11-10-04

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To the Honorable Commissioner of Patents

102880038

Send original documents or copy thereof.

1. Name of conveying party(ies): ARGENT HEALTHCARE FINANCIAL SERVICES, INC.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State IA, Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Antares Capital Corporation, As Agent

Internal Address, Street Address: 311 SOUTH WACKER DR., SUITE, City: CHICAGO State: IL Zip: 60606

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State DE

If assignee is not domiciled in the United States, a designation is attached: Yes No (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: November 1, 2004

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration

2515746, 2724959, 2521297

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

Attn: Penelope J.A. Agodoa, Federal Research Company, LLC, 1030 15th Street, NW, Suite 920, Washington, DC 20005, 202.783.2700

Street Address:

City: State ZIP

11/12/2004 GTON11 00000039 2515746

6. Total number of applications and registrations

3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

OL FC:8521 40.00 DP, OP FC:8522 50.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

RAKHEE VERMA

Name of Person

Signature

NOVEMBER 8, 2004

Date

Total number of pages including cover sheet, attachments, and

7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2004, is between **ARGENT HEALTHCARE FINANCIAL SERVICES, INC.**, a Delaware corporation (the "Grantor") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the "Grantee") for the benefit of Agent and Lenders (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto;

WHEREAS, MedAssist, Incorporated, a Kentucky corporation ("Borrower") has entered into that certain Credit Agreement dated as of May 1, 2003 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, Borrower and the Lenders providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of May 1, 2003 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Borrower, Grantee and the other "Debtors" party thereto (including, by its execution of a joinder thereto dated the date hereof, the Grantor), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank; signature page follows.]

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Argent Healthcare Financial Services, Inc.	Freedom to Focus	2515746	December 4, 2001
Argent Healthcare Financial Services, Inc.	Argent	2724959	June 10, 2003
Argent Healthcare Financial Services, Inc.	Argent	2521297	December 18, 2001

Foreign Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
None				

U.S. Trademark Applications

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
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Foreign Trademark Applications

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
None				

Trademark Licenses

LICENSED MARKS

**NAME OF
AGREEMENT**

PARTIES

**DATE OF
AGREEMENT**

None

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

ARGENT HEALTHCARE FINANCIAL SERVICES, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

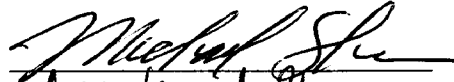
Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: *Daniel L. Barry*
Name: _____
Title: **Daniel L. Barry**
 Director

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

ARGENT HEALTHCARE FINANCIAL SERVICES, INC., a Delaware corporation

By: 
Name: Michael Shea
Title: CEO

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____