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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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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): Healthcare Dimensions, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/23/2004

2. Name and address of receiving party(ies)

Name: Merrill Lynch Capital, division of Internal Address: Merrill Lynch Business Financial Services, Inc.

Street Address: 222 North LaSalle Street

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE A

Additional number(s) attached Yes No

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

Name: Tammy S. Settle

Internal Address: Vedder Price Kaufman & Kammholz, P.C.

Street Address: 222 North LaSalle

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

22-0259 115 E

DO NOT USE THIS SPACE

9. Signature.

Tammy S. Settle Name of Person Signing

Tammy S. Settle Signature

January 28, 2005 Date

Total number of pages including cover sheet, attachments, and document: 7

02/02/2005 DBYRNE 00000199 220259 2006072 documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:0521 40.00 DA 02 FC:0522 75.00 DA

TRADEMARK REEL: 003114 FRAME: 0494

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b><u>Trademark Description</u></b>	<b><u>U.S. Registration No.</u></b>	<b><u>Date Registered</u></b>
SilverSneakers	2086072	August 5, 1997
Walksport	2607937	August 13, 2002
Walksport America	1824663	March 1, 1994
SilverSplash	2674857	January 14, 2003

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 23<sup>rd</sup> day of November, 2004 by HEALTHCARE DIMENSIONS, INC., an Arizona corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H:

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of 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), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

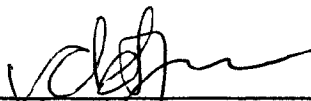
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

*(Signature Page Follows)*

*(Signature Page to Trademark Security Agreement)*

**IN WITNESS WHEREOF**, Grantor has duly executed this Agreement as of the date first written above.

**HEALTHCARE DIMENSIONS, INC.**

By:   
Name: Robert Thomas  
Its: Chief Operating Officer

CHICAGO#1303361

**TRADEMARK**  
**REEL: 003114 FRAME: 0498**

(Signature Page to Trademark Security Agreement)

STATE OF Arizona  
COUNTY OF Maricopa SS

The foregoing Trademark Security Agreement was executed and acknowledged before me this 22 day of Nov., 2004, by the above named individual, personally known to me to be the signatory thereof.

(SEAL)



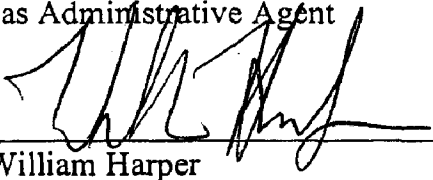
Notary Public Jo Ann Mariscal  
My Commission Expires 5/2/06

CHICAGO#1303361

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division  
of Merrill Lynch Business Financial Services  
Inc., as Administrative Agent

By: \_\_\_\_\_

  
William Harper  
Vice President