

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
Third Millennium Healthcare Systems, Inc.		09/16/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent
Street Address:	222 N. LaSalle Street
Internal Address:	17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	division of a Delaware corporation:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2682214	I
Registration Number:	2629903	I.SUITE
Serial Number:	78639681	ELECTRONIC FINANCIAL RECORD
Serial Number:	78655267	ELECTRONIC FINANCIAL RECORD
Serial Number:	78655242	EFR

CORRESPONDENCE DATA

Fax Number: (312)577-4752
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: penelope.johnson@kattenlaw.com
 Correspondent Name: Penelope S. Johnson
 Address Line 1: 525 W. Monroe Street
 Address Line 2: c/o Katten Muchin Rosenman LLP
 Address Line 4: Chicago, ILLINOIS 60661

CH \$140.00 2682214

NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	09/19/2005
Total Attachments: 3 source=iit58300#page1.tif source=iit58300#page2.tif source=iit58300#page3.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 16th day of September, 2005 by **THIRD MILLENNIUM HEALTHCARE SYSTEMS, INC.**, a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, CareMedic Systems, Inc., a Delaware corporation (the "Borrower") 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 Borrower by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor, certain of Grantor's affiliates 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 Borrower 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.

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

**THIRD MILLENNIUM HEALTHCARE
SYSTEMS, INC.**, a Delaware corporation

By: Sheila A Schweitzer
Name: Sheila Schweitzer
Title: CEO + President

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Stylized "T"	2682214	4 February 2003
i.suite	2629903	8 October 2002

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Electronic Financial Record	Serial 78/639681	30 May 2005
Electronic Financial Record	Serial 78/655267	21 June 2005
EFR	Serial 78/655242	21 June 2005