

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CareMedic Systems, Inc.		09/16/2005	CORPORATION: DELAWARE

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

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78354921	ACCELERATAR
Serial Number:	78355526	ALLPAYAR
Serial Number:	76308729	CAREMEDIC SYSTEMS
Serial Number:	78380320	COMPLYAR
Serial Number:	78380375	RESOLVAR
Serial Number:	78355129	SECONDPAYAR

CORRESPONDENCE DATA	
Fax Number:	(312)577-4752
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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

CH \$165.00 78354921

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Penelope S. Johnson

Signature: /Penelope S. Johnson/

Date: 09/19/2005

Total Attachments: 3  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 16th day of September, 2005 by **CAREMEDIC 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, 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.

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

CAREMEDIC SYSTEMS, INC., a Delaware corporation

By: Sheila H 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>
AcceleratAR <sup>®</sup>	Serial 78/354921	21 January 2004
AllPayAR <sup>®</sup>	Serial 78/355526	22 January 2004
CareMedic Systems <sup>™</sup>	Serial 76/308729	29 August 2001
ComplyAR <sup>®</sup>	Serial 78/380320	08 March 2004

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
ResolvAR <sup>SM</sup>	Serial 78/380375	08 March 2004 (Approved by the Examining Attorney for publication)
SecondPayAR <sup>SM</sup>	Serial 78/355129	21 January 2004 (Approved by the Examining Attorney for publication)