

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
Managed Health Care Associates, Inc.		06/17/2005	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	CapitalSource Finance, LLC, as Administrative agent		
Street Address:	4445 Willard Avenue		
Internal Address:	12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2140771	RXPERTISE	
Registration Number:	2436075	SCP SYSTEMS	
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		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	330119/00027		
NAME OF SUBMITTER:	Penelope S. Johnson		

CH \$65.00 2140771

Signature:

/Penelope S. Johnson/

Date:

11/08/2005

Total Attachments: 3

source=C18N-Exchange-11082005-182556#page1.tif

source=C18N-Exchange-11082005-182556#page2.tif

source=C18N-Exchange-11082005-182556#page3.tif

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, MANAGED HEALTH CARE ASSOCIATES, INC., a New Jersey corporation (the "Assignor") holds all right, title and interest in and to, the trademarks listed on the annexed Schedule 1, which trademarks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Revolving Credit, Term Loan, Acquisition Loan and Security Agreement, dated as of August 2, 2004 (the "Loan and Security Agreement"), with CapitalSource Finance, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee"), such lenders and certain affiliates of Assignor;


WHEREAS, pursuant to the Loan and Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Loan and Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May __, 2005.

MANAGEMENT HEALTH CARE ASSOCIATES,
INC., a New Jersey corporation, as Assignor

By: 
Name: Stephen Andrew
Its: Chief Financial Officer

SCHEDULE 1 TO ASSIGNMENT FOR SECURITY

Trademarks

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
RXPERTISE	2140771	
SCP SYSTEMS	2436075	