

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
EHR Holdings LLC		12/30/2005	LIMITED LIABILITY COMPANY: DELAWARE
Executive Health Resources, Inc.		12/30/2005	CORPORATION: PENNSYLVANIA
EHR Management Co.		12/30/2005	CORPORATION: DELAWARE
Executive Health Resources Clinical Staffing Solutions, P.C.		12/30/2005	professional corporation: PENNSYLVANIA
Clinical Staffing Solutions, P.C.		12/30/2005	professional corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Orix Finance Corporation
Street Address:	1717 Main Street
Internal Address:	Suite 900
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2649080	EHR EXECUTIVE HEALTH RESOURCES

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2147581500
 Email: estafford@pattonboggs.com
 Correspondent Name: Darren W. Collins
 Address Line 1: 2001 Ross Avenue
 Address Line 2: Patton Boggs LLP; Suite 3000

OP \$40.00 2649080

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 022716.0105

NAME OF SUBMITTER: Darren W. Collins

Signature: /Darren W. Collins/

Date: 01/20/2006

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2005, is made by **EHR HOLDINGS LLC**, a Delaware limited liability company ("Holdings"), **EXECUTIVE HEALTH RESOURCES, INC.**, a Pennsylvania corporation ("EHR") **EHR MANAGEMENT CO.**, a Delaware corporation ("MGMT"), **EXECUTIVE HEALTH RESOURCES CLINICAL STAFFING SOLUTIONS, P.C.**, a Pennsylvania professional corporation ("EHR PA"), and **CLINICAL STAFFING SOLUTIONS, P.C.**, a New Jersey professional corporation ("EHR NJ" and together with EHR, MGMT and EHR PA, individually and collectively, "Borrower", and each Borrower and Holdings individually, each a "Grantor" and collectively, "Grantors"), in favor of ORIX FINANCE CORP., a Delaware corporation, as Agent for Lenders (in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of even date herewith by and among Grantors, the other Loan Parties signatory thereto, Agent and the other Lenders party thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans to Borrower;

WHEREAS, in connection with the Credit Agreement and the other Loan Documents, Grantor shall have executed and delivered to Agent, for the benefit of itself and the other Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of itself and the other Lenders, this Trademark Security Agreement;

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

1. **DEFINED TERMS.**

(a) "Trademarks" shall mean all of Grantor's now existing or hereafter acquired right, title and interest in and to all forms of proprietary rights recognized by the government of any state or country with respect to any word, name, logo, symbol or device, or any combination thereof, used as trademarks, service marks, certification marks, collective marks, or other indicia of origin or ownership, and including, without limitation, all common law marks, registered marks, applications therefor, and intent-to-use applications.

(b) "Trademark Licenses" shall mean all of Grantor's now existing or hereafter acquired right, title and interest in and to any agreement: (i) granting any rights in, to, or under any Trademarks, or (ii) otherwise including a waiver of, or any promise or covenant not to bring, a claim of infringement, dilution, or unauthorized use with respect to any Trademarks.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses against assignment to which it is a party (other than any Trademark Licenses to which it is a party that prohibit assignment) including those referred to on Schedule I hereto, which such schedule may be updated by the Grantors from time to time;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

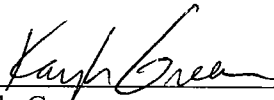
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of itself and the other Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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]

ACCEPTED AND ACKNOWLEDGED BY:

ORIX FINANCE CORP.,
a Delaware corporation,
as Agent

By: 
Kayle Green
Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark and Class	Registration Date	Registration Number	Status and Goods/Services Description
EHR Logo Service Mark	11/12/02	No. 2,649,080	Medical cost management, health care cost review; and business consultation in the field of health care management

TRADEMARK APPLICATIONS

U.S. Federal Trademark Applications
None

State Trademark Applications
None

TRADEMARK LICENSES –

Sponsorship and Services Agreement by and between the American Hospital Association, AHA Financial Solutions, Inc. and Executive Health Resources, Inc., dated December 1, 2003.