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
After Hours Pediatrics, Inc.		11/23/2005	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2450944	AFTER HOURS PEDIATRICS URGENT CARE FOR INFANTS CHILDREN AND YOUNG ADULTS

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7698
Email: ksolomon@stblaw.com
Correspondent Name: Mark Solomon, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	010395/0857
NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/

OP $40.00 2450944

Date:	01/26/2006

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT, dated as of November 23, 2005, among TEAM HEALTH HOLDINGS, L.L.C. ("Holdings"), TEAM FINANCE LLC (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to the Intellectual Property Security Agreement dated as of November 23, 2005 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, the Lenders party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of November 23, 2005 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or hereafter acquired by such Grantor or in which such Grantor now has or hereafter in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks or the goodwill thereof.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TEAM HEALTH HOLDINGS, L.L.C.,

By: _____
Name: Robert Joyner
Title: Exec. V.P.

TEAM FINANCE LLC,

By: _____
Name: Robert Jayne
Title: Exec. V.P.

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TEAM HEALTH, INC.

By: _____

Name: Robert Taylor

Title: Exec. V.P.

AFTER HOURS PEDIATRICS, INC.
CLINIC MANAGEMENT SERVICES, INC.
EMERGENCY COVERAGE CORPORATION
IMBS, INC.
INPHYNET CONTRACTING SERVICES, INC.
SOUTHEASTERN EMERGENCY PHYSICIANS, INC.
SPECTRUM HEALTHCARE RESOURCES, INC.
SPECTRUM HEALTHCARE SERVICES, INC.
TEAM HEALTH ANESTHESIA MANAGEMENT SERVICES, INC.

By: _____
Name: Robert Joyce
Title: V-P.

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by

Name: MARIAN N. SCHULMAN
Title: Managing Director

[[2560093]]

Schedule I - Subsidiaries

After Hours Pediatrics, Inc.

Clinic Management Services, Inc.

Emergency Coverage Corporation

IMBS, Inc.

InPhyNet Contracting Services, Inc.

Southeastern Emergency Physicians, Inc.

Spectrum Healthcare Resources, Inc.

Spectrum Healthcare Services, Inc.

Team Health Anesthesia Management Services, Inc.

Team Health, Inc.

Schedule II - Trademarks

Trademarks		
Registered Owner	Mark	Registration Number
After Hours Pediatrics, Inc.	After Hours Pediatrics Urgent Care for Infants Children and Young Adults and Design	2,450,944
Clinic Management Services, Inc.	Park Med	1,755,863
Emergency Coverage Corporation	Emergency Coverage Corporation	1,816,094
Emergency Coverage Corporation	ECC	1,767,603
IMBS, Inc.	Medical Management Resources	1,863,986
IMBS, Inc.	MMR	1,950,189
Southeastern Emergency Physicians, Inc.	SEP	1,954,142
Southeastern Emergency Physicians, Inc.	Southeastern Emergency Physicians, Inc.	1,918,285
Spectrum Healthcare Resources, Inc.	A Nationwide Scope with a Local Presence	2,624,323
Spectrum Healthcare Services, Inc.	Spectrum	1,933,708
Spectrum Healthcare Services, Inc	Spectrum	1,754,139
Team Health Anesthesia Management Services, Inc.	Integrated Specialists Management Services, Inc. ISMS and Design	2,457,745
Team Health, Inc.	Team Health TH and Design	2,076,752
Team Health, Inc.	Team Health	2,489,975
Team Health, Inc.	Access Nurse	2,745,652

Trademark Applications		
Registered Owner	Mark	Application Number
InPhyNet Contracting Services, Inc.	Ace Acute Care Express and Design	76/276,189
Team Health Anesthesia Management Services, Inc.	Anesstat	76/567,691

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