



SCHEDULE 1Continuation
Item 4

MARK	OWNER	REG. DATE	REG. NO.	REG. DATE	REG. NO.	STATUS	COUNTRY
BANYAN TREE	SMR EAC, Inc.	20-Jul-1992	74/295827	21-Jun-1994	1841102	Registered	U.S.
	SMR EAC, Inc.	27-Feb-1997	75/248641	04-Aug-1998	2178067	Registered	U.S.
(ENVISION LOGO)							
ENVISION MANAGEMENT CORPORATION	SMR EAC, Inc.	19-Feb-1997	75/243908	28-Dec-1999	2303165	Registered	U.S.
	SMR EAC, Inc.	25-Aug-1997	75/345857	13-Oct-1998	2196717	Registered	U.S.
THERAPIST OWNED-THE REHABILITATION SEAL of EXCELLENCE Plus Design	SMR EAC, Inc.	22-May-1995	74/678685	25-Jun-1996	1982362	Abandoned	U.S.
TREE Design	SMR EAC, Inc.	26-May-1995	74/680541	18-Jun-1996	1980836	Abandoned	U.S.

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Execution Copy

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 27th day of December, 2005 by GE HFS HOLDINGS, INC. (f/k/a Heller Healthcare Finance, Inc.), a Delaware corporation ("Assignor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Assignee"), and agreed to and acknowledged by the Grantor (as defined below).

WITNESSETH

WHEREAS, SMR EAC Inc., a New York corporation (the "Grantor"), is a direct or indirect wholly-owned Subsidiary of Benchmark Medical Holdings, Inc., a Delaware corporation ("Borrower"), and guaranteed the obligations of Borrower under that certain Credit Agreement dated as of September 22, 2000 among Borrower, Heller Financial, Inc., in its capacity as agent (the "Original Agent"), and the lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Original Credit Agreement") and entered into a Security Agreement dated as of January 8, 2001 whereby the Grantor granted a security interest in substantially all of its assets in favor of the Original Agent (as amended, restated, modified or supplemented from time to time, the "Original Security Agreement");

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of November 13, 2002 among Borrower, Assignor, as agent for the lenders party thereto, and the lenders party thereto (as amended, restated supplemented or otherwise modified from time to time, the "Amended Credit Agreement"), the Original Agent resigned as agent for the lenders and Assignor was appointed as successor agent for the lenders thereunder and under each other Loan Document referred to therein;

WHEREAS, the Grantor entered into that certain Trademark Security Agreement dated as of March 12, 2004 whereby the Grantor granted a continuing security interest in, among other things, each Trademark listed on Schedule 1 annexed hereto (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement") in favor of Assignor;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 5, 2004 at reel 002944 frame 0691;

WHEREAS, in connection with the execution and delivery of that certain Amended and Restated First Lien Credit Agreement dated as of December 27, 2005 among Borrower, Assignee as Agent for the Lenders and the Lenders party thereto (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), which amends and restates the Original Credit Agreement as amended by the Amended Credit Agreement, Assignor resigned as agent for the Lenders and Assignee was appointed as successor Agent to the Lenders thereunder and under each other Loan Document referred to therein;

WHEREAS, in connection with the execution and delivery of the Credit Agreement, the Grantor has executed and delivered that certain Amended and Restated First Lien Guaranty and

Security Agreement (as amended, restated, supplemental or otherwise modified from time to time, the "Security Agreement"), which amends and restates the Original Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee, Assignor and the Grantor hereby agree 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, as modified by the Credit Agreement.

2. Assignment of Security Interests. In accordance with Assignor's resignation as Agent, and the appointment of Assignee as successor Agent, pursuant to the terms of the Credit Agreement, Assignor hereby assigns to Assignee, in its capacity as Agent for the Lenders under the Credit Agreement, all of its right, title and interest in and to the Trademark Security Agreement and all of the Trademarks and other collateral security interests granted therein.

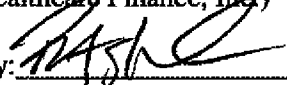
3. Reaffirmation of Trademark Security Agreement. The Grantor hereby acknowledges and accepts the assignment described herein, agrees to be bound to Assignee thereby, ratifies and affirms all of the obligations of the Grantor under the Trademark Security Agreement and confirms that the Trademark Security Agreement (except as expressly modified hereby) remains and shall continue to remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, Assignor, Assignee and the Grantor have duly executed this Assignment as of the date first above written.

ASSIGNOR:

GE HFS HOLDINGS, INC. (f/k/a Heller
Healthcare Finance, Inc.)

By: 
Title: Duly Authorized Signatory

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Title: Duly Authorized Signatory

GRANTOR:

SMR EAC INC.

By: _____
Title: _____

IN WITNESS WHEREOF, Assignor, Assignee and the Grantor have duly executed this Assignment as of the date first above written.

ASSIGNOR:

GE HFS HOLDINGS, INC. (f/k/a Heller
Healthcare Finance, Inc.)

By: _____
Title: _____

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION



By: _____
Title: _____

GRANTOR:

SMR EAC INC.

By: *[Signature]*
Title: Vice President

SCHEDULE 1

Trademark	Registrant	Registration Date	Serial No.	Registration Date	Reg. No.	Status	Country
BANYAN TREE	SMR EAC, Inc.	20-Jul-1992	74/295827	21-Jun-1994	1841102	Registered	U.S.
 (ENVISION LOGO)	SMR EAC, Inc.	27-Feb-1997	75/248641	04-Aug-1998	2178067	Registered	U.S.
ENVISION MANAGEMENT CORPORATION	SMR EAC, Inc.	19-Feb-1997	75/243908	28-Dec-1999	2303165	Registered	U.S.
 PEOPLESTAR	SMR EAC, Inc.	25-Aug-1997	75/345857	13-Oct-1998	2196717	Registered	U.S.
THERAPIST OWNED-THE REHABILITATION SEAL of EXCELLENCE Plus Design	SMR EAC, Inc.	22-May-1995	74/678685	25-Jun-1996	1982362	Abandoned	U.S.
TREE Design	SMR EAC, Inc.	26-May-1995	74/680541	18-Jun-1996	1980936	Abandoned	U.S.

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