

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
Hill Top Acquisition Corporation		12/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bridge Opportunity Finance, LLC
Street Address:	233 South Wacker Drive
Internal Address:	Suite 5350
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Bridge Healthcare Finance, LLC
Street Address:	233 South Wacker Drive
Internal Address:	Suite 5350
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	393926	
Registration Number:	1417905	
Registration Number:	1225856	HILL TOP CHAMBER
Registration Number:	2228880	

CORRESPONDENCE DATA

CH \$115.00 393926

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-609-7838
Email: tsettle@vedderprice.com
Correspondent Name: Tammy S. Settle
Address Line 1: 222 North LaSalle Street
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	36026.00.0043/TSS
NAME OF SUBMITTER:	Tammy S. Settle
Signature:	/tsettle/
Date:	03/15/2006

Total Attachments: 9
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TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT (“**Agreement**”) dated as of December 29, 2005 made by HILL TOP ACQUISITION CORPORATION (“**Grantor**”) and BRIDGE OPPORTUNITY FINANCE, LLC, a Delaware limited liability company (“**Term Loan Administrative Agent**”), and BRIDGE HEALTHCARE FINANCE, LLC, a Delaware limited liability company (“**Revolving Loan Administrative Agent**”; Term Loan Administrative Agent and Revolving Loan Administrative Agent, collectively, “**Agents**” and each, individually, “**Agent**”).

WITNESSETH:

WHEREAS, Agents, the other Lenders (as defined in the Loan and Security Agreement referenced below), Grantor, and the other Credit Parties (as defined in the Loan and Security Agreement referenced below) have entered into that certain Loan and Security Agreement (the “**Loan Agreement**”), dated of even date herewith, pursuant to which Agents and the Lenders, subject to the terms and conditions set forth therein, have agreed to extend certain credit facilities to the Grantor;

WHEREAS, Agents and the other Lenders have required, as a further condition to entering into the Loan Agreement and to secure the Obligations under the Loan Agreement and the other Loan Documents, that Grantor execute this Agreement.

NOW, THEREFORE, for and in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

- (i) When used herein, (a) capitalized terms which are not otherwise defined have the meanings assigned thereto in the Loan Agreement; and (b) the following terms have the following meanings:

Collateral see Section 2.

Default means the occurrence of any of the following events: (a) any Event of Default; or (b) any warranty of Grantor herein is untrue or misleading in any material respect and, as a result thereof, Agents’ and Lenders’ security interest in any material portion of the Collateral is not perfected or any Agents’ or any Lenders’ rights and remedies with respect to any material portion of the Collateral are materially impaired or otherwise materially adversely affected.

- (ii) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein

in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which any Agent is a party, including, without limitation, references to the Loan Agreement and any of the other Loan Documents, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to Agents a first priority security interest, having priority over all other security interests, with power of sale (to the extent permitted by applicable law) in all of Grantor's interest in now owned or existing and hereafter acquired or arising (collectively, the "**Collateral**"):

- (i) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");
- (ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default to use the foregoing in connection with the enforcement of Agents' and Lenders' rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "**Licenses**").

3. Restrictions on Future Agreements. Grantor will not, without Agents' prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agents and Lenders under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Grantor's business.

4. New Trademarks and Licenses. Grantor represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the Trademarks and Licenses now owned or held by Grantor. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new Trademark or Licenses or (ii) become entitled to the benefit of any new or existing Trademark or License, the provisions of Section 2 shall automatically apply thereto and Grantor shall give prompt written notice thereof to Agents. Grantor hereby authorizes any Agent to unilaterally modify this Agreement by (a) amending Schedule A or Schedule B, as the case may be, to include any Trademarks or Licenses which are described under Section 2, or under this Section 4, and (b) filing with the United States Patent and Trademark Office in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, the revised list of Trademarks and/or Licenses under Section 2 or this Section 4. Notwithstanding the foregoing, Grantor hereby agrees that Agents' security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Agents actually amend Schedule A and Schedule B.

5. Additional Parties. To the extent permitted by the Loan Agreement, at any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to Agents a counterpart signature page to this Agreement together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement. Without limiting the generality of the foregoing, upon such additional Person's execution of such counterpart, each reference to "Grantor" herein shall include such additional Person and such Person shall be deemed to have thereupon granted to Agents a first priority security interest in all of its Collateral, as provided herein.

6. Royalties. Grantor hereby agrees that the use by Agents of the Trademarks and Licenses as described in Section 2 and Section 4 and as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agents to Grantor.

7. Nature and Continuation of Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated. At such time, the rights granted to Agents and the Lenders hereunder shall also terminate.

16. Cumulative Remedies; Power of Attorney. All of Agents' and Lenders' rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Grantor hereby irrevocably appoints Agents as Grantor's attorneys-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise to carry out the acts described below during the existence of an Event of Default. During the existence of an Event of Default, Grantor hereby authorizes any Agent to, in Agents' sole discretion, (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agents in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agents reasonably deems are in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Agents shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 16 without taking like action with respect to the entire goodwill of Grantor's business connected with the use of, and symbolized by, such Trademarks. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 7 hereof. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agents under the Loan Agreement or Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. Agents shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted.

17. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agents and their respective nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agents.

18. Governing Law; Choice of Forum; Service of Process. The validity, interpretation and enforcement of this Agreement and the other Loan Documents and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois (without giving effect to principles of conflicts of law) and applicable federal law. Grantor irrevocably consents and submits to the non-exclusive jurisdiction of the courts of the State of Illinois, County of Cook and the United States District Court for the Northern District of Illinois and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Loan Documents or in any way connected or related or incidental to the dealings of Grantor and Agent in respect of this Agreement or the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Grantor or its property in the courts of any other jurisdiction which Agents deem necessary or appropriate in order to realize

on the collateral or to otherwise enforce its rights against Grantor or its property). Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth on the signature pages hereof and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agents' option, by service upon Grantor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Grantor shall appear in answer to such process, failing which Grantor shall be deemed in default and judgment may be entered by Agents against Grantor for the amount of the claim and other relief requested.

19. JURY TRIAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF GRANTOR AND THE AGENTS HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF GRANTOR AND AGENTS IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH OF GRANTOR AND THE AGENTS HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT GRANTOR OR EITHER AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF GRANTOR AND LENDER TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

20. Notices. Any written notice, consent or other communication provided for in this Agreement shall be delivered in accordance with the Loan Agreement.

21. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

23. Right of Recordal of Security Interest. Agents shall have the right, but not the obligation, at the expense of the Grantor, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise the Grantor of such recordals. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, the Grantor shall have the right to effect recordal of such satisfaction or termination at the expense of the Grantor in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by the Grantor. Agents and the Grantor shall cooperate to effect all such recordals hereunder.

SIGNATURE PAGES FOLLOWS

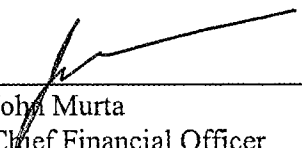
Signature Page to Trademark and License Security Agreement

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

GRANTOR:

**HILL TOP ACQUISITION
CORPORATION**, a Delaware corporation


By: _____


John Murta
Chief Financial Officer

Signature Page to Trademark and License Security Agreement

REVOLVING LOAN ADMINISTRATIVE
AGENT:

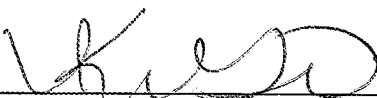
BRIDGE HEALTHCARE FINANCE, LLC,
a Delaware limited liability company

By: 

Kim Gordon
Executive Vice President and
Chief Credit Officer

TERM LOAN ADMINISTRATIVE AGENT:

BRIDGE OPPORTUNITY FINANCE, LLC,
a Delaware limited liability company

By: 

Kim Gordon
Chief Credit Officer and Secretary

Hill Top Research, Inc.
 Trademark Property
 January 5, 2005

Owner Name	Trademark	Country Name	Application Number	Registration Number	Status
Hill Top Research, Inc.	TO SEE BEYOND THE DATA IS THE ART OF TESTING	Canada	665880	393926	Registered
Hill Top Research, Inc.	Logo Design	United States of America	73/590,978	1,417,905	Registered
Hill Top Research, Inc.	HILL TOP CHAMBER	United States of America	73/297,983	1,225,856	Registered
Hill Top Research, Inc.	Half Arc Logo	United States of America	75/472,362	2,228,880	Registered

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