

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capitalsource Finance LLC		02/16/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Managed Health Care Associates, Inc.		
Street Address:	25-A Vreeland Road		
City:	Florham Park		
State/Country:	NEW JERSEY		
Postal Code:	07932		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1337114	MEDECON	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ip.docket@dorsey.com		
Correspondent Name:	Michael J. Kroll		
Address Line 1:	50 South Sixth St.		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	7873		
NAME OF SUBMITTER:	Michael J. Kroll		
Signature:	/Michael J. Kroll/		
Date:	03/16/2006		

CH \$40.00 1337114

900044532

TRADEMARK
REEL: 003271 FRAME: 0562

Total Attachments: 4

source=Release1#page1.tif

source=Release1#page2.tif

source=Release1#page3.tif

source=Release1#page4.tif

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of February 16, 2006, by CAPITALSOURCE FINANCE LLC, as administrative, payment and collateral agent (in such capacity, the "Secured Party").

W I T N E S S E T H:

WHEREAS, Secured Party and Managed Health Care Associates, Inc. ("Grantor"), were parties to a certain Acknowledgment of Intellectual Property Collateral Lien dated as of August 2, 2004 (the "Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement), pursuant to which Grantor granted a security interest to Secured Party in, and a collateral assignment to Secured Party of, among other things, the Trademarks as security for certain obligations owing by Grantor to the financial institutions (collectively, the "Lenders") from time to time party to that certain Revolving Credit, Term Loan, Acquisition Loan and Security Agreement dated as of August 2, 2004 by and among certain affiliates of Grantor, such Lenders and Secured Party, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 9, 2004, at Reel 002925, Frame 0979; and

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and reassign the same to Grantor;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases any and all of its right, title and interest in and to any and all liens and security interests it may have upon the Trademarks, including but not limited to:

(a) all of its owned Trademarks and Trademark licenses to which it is a party, including those referred to on Schedule 1 hereto;

(b) all renewals, reissues, continuations 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 Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, 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.

2. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, all of Secured Party's right, title and interest in and to the Trademarks, and the goodwill of Grantor's business connected with the use of and symbolized by the Trademarks.

*- Remainder of Page Intentionally Left Blank –
[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

CAPITALSOURCE FINANCE LLC, as
Secured Party

By:  **Scott A. Lessne**
Name: General Counsel
Title: Health Care and Specialty
Finance Business

Trademark Release and Reassignment
(MedEcon)

TRADEMARK
REEL: 003271 FRAME: 0566

Schedule 1

A. REGISTERED TRADEMARKS (including Mark Reg. No. and Date):

MedEcon, Registration No. 1,337,114, May 21, 1985

B. TRADEMARK APPLICATIONS:

NONE

C. TRADEMARK LICENSES (including Name of Agreement, Parties and Date of Agreement):

NONE

Trademark Release and Reassignment
(MedEcon)