

**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
Passport Health Communications, Inc.		04/11/2006	CORPORATION: TENNESSEE

**RECEIVING PARTY DATA**

Name:	Fifth Third Bank, N.A., as Administrative Agent
Street Address:	424 Church Street
Internal Address:	Suite 600
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37219
Entity Type:	N.A.: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2345697	PASSPORT HEALTH COMMUNICATIONS, INC.
Registration Number:	2341547	PASSPORT ONESOURCE
Registration Number:	2993897	PROSERVICES
Registration Number:	2954530	PROSERVICES
Registration Number:	2083123	HEALTH WORKS
Registration Number:	3010148	HEALTHWORKS ALLIANCE

**CORRESPONDENCE DATA**

Fax Number: (615)248-2392  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 615-742-7945  
 Email: trademarks@bassberry.com  
 Correspondent Name: Amanda Stanley  
 Address Line 1: 315 Deaderick Street

CH \$165.00 2345697

Address Line 2: Suite 2700  
Address Line 4: Nashville, TENNESSEE 37238

ATTORNEY DOCKET NUMBER:	102106-360
NAME OF SUBMITTER:	Amanda Stanley
Signature:	/Amanda Stanley/
Date:	04/14/2006

**Total Attachments: 39**

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**SCHEDULE 1**

**Continuation of the Information Contained in Item 1  
Additional Conveying Party**

**Name:** Healthworks Alliance, Inc.  
**Corporation-State:** Pennsylvania

**SCHEDULE 2**

**Continuation of the Information Contained in Item 4  
Registration Numbers**

**Trademarks**

**Trademarks owned by Passport Health Communications, Inc.**

<b>Mark</b>	<b>Registration or Serial Number</b>	<b>Registration or Application Date</b>	<b>Owner</b>
Passport Health Communications, Inc.	2,345,697	04/25/00	Passport Health Communications, Inc.
Passport Onesource	2,341,547	04/11/00	Passport Health Communications, Inc.
ProServices	2,993,897	09/13/05	Passport Health Communications, Inc.
ProServices (and design)	2,954,530	05/24/05	Passport Health Communications, Inc.

**Trademarks owned by Healthworks Alliance, Inc.**

<b>Mark</b>	<b>Registration or Serial Number</b>	<b>Registration or Application Date</b>	<b>Owner</b>
Healthworks (and design)	2,083,123	07/29/97	Healthworks Alliance, Inc.
Healthworks Alliance (and design)	3,010,148	11/01/05	Healthworks Alliance, Inc.

## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** (including, without limitation, as supplement by one or more supplements hereto, in substantially in the form attached hereto as Exhibit A, "Agreement"), dated as of April 11, 2006, is made and entered into on the terms and conditions hereinafter set forth, by and among PASSPORT HEALTH COMMUNICATIONS, INC., a Tennessee corporation ("Passport"), HEALTHWORKS ALLIANCE, INC., a Pennsylvania corporation ("Healthworks"), and together with Passport, each a "Borrower" and collectively, "Borrowers"), the Subsidiaries and other Affiliates of the Borrowers now or hereafter becoming parties to the Credit Agreement (as hereinafter defined) (such Subsidiaries and Affiliates are sometimes hereinafter referred to individually as a "Guarantor" and individually and collectively as the "Guarantors"; the Guarantors and the Borrowers are sometimes hereinafter referred to individually as a "Debtor" and individually and collectively as the "Debtors"), and FIFTH THIRD BANK, N.A., a national banking association ("Fifth Third"), as administrative agent for itself, the Lenders and the Issuing Bank (in such capacity, the "Administrative Agent") under the Credit Agreement.

### RECITALS:

A. Pursuant to a Credit Agreement of even date herewith, among the Debtors, the Lenders listed therein and Fifth Third, as the Administrative Agent and Fifth Third Bank, an Ohio banking corporation ("Issuing Bank") (as the same may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"; except as otherwise defined herein, terms used herein and defined in the Credit Agreement shall be used herein as so defined), the Lenders will make Loans to the Borrowers and purchase participations in Letters of Credit issued for the account of the Borrowers, and the Issuing Bank will issue such Letters of Credit, all as more specifically described in the Credit Agreement.

B. It is a condition precedent to the obligations of the Lenders to make the Loans under the Credit Agreement and to purchase participations in the Letters of Credit and of the Issuing Bank to issue the Letters of Credit under the Credit Agreement that the Debtors execute and deliver this Agreement to the Administrative Agent.

C. The Debtors desire to execute this Agreement to satisfy the condition described in the preceding paragraph.

### AGREEMENTS:

**NOW, THEREFORE**, in consideration of the premises and in order to ensure the Borrowers' compliance with and to induce the Lenders to extend credit under the Credit Agreement, and in consideration of the benefits accruing to the Debtors, the receipt and sufficiency of all of which are hereby acknowledged, each Debtor hereby makes the following

representations and warranties to the Administrative Agent and hereby covenants and agrees with the Administrative Agent, all for the benefit of the Lenders, the Administrative Agent and the Issuing Bank as provided in the Credit Agreement, as follows:

1. Definitions.

(a) In addition to terms defined elsewhere herein, the following terms as used in this Agreement shall have the indicated meanings (terms defined in the singular to have the same meaning when used in the plural, and vice versa, unless otherwise expressly indicated):

"Collateral" means the properties, assets and rights of the Debtors, other than Excluded Property, in which a security interest is granted and created pursuant to Section 2.

"Excluded Deposit Accounts" shall have the meaning given such term in Section 5(b).

"Excluded Property" means (i) any permit, lease, license, contract or other agreement, other than Material Contracts, held by any Debtor that prohibits the creation by such Debtor of any lien or encumbrance thereon, or any permit, lease, license, contract or other agreement held by any Debtor to the extent that any legal or regulatory requirement applicable thereto prohibits the creation of any lien or encumbrance thereon, but only, in each case, to the extent, and for so long as, such prohibition is not removed, terminated or rendered unenforceable or otherwise deemed ineffective by the UCC (including Section 9-406 of the UCC) of any relevant jurisdiction or any other legal or regulatory requirement or principle of equity; (ii) any equipment owned by any Debtor that is subject to a purchase money lien or a capital lease obligation if the contract or other agreement in which such lien or encumbrance is granted (or the documentation providing for such capital lease obligation) prohibits or requires the consent of any person other than the Borrowers and their Subsidiaries as a condition to the creation of any other lien or encumbrance on such equipment; (iii) any letter-of-credit rights solely to the extent any Debtor is required by applicable law to apply the proceeds of a drawing of such letter of credit for a specified purpose and (iv) any monies, checks, securities or other items on deposit or otherwise held in deposit accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the Debtor's salaried employees.

"Pledged Notes" means the promissory notes listed on Annex 1, together with all other intercompany promissory notes at any time issued to any Debtor by the Borrowers or any Subsidiary of the Borrowers and all other promissory notes at any time issued to or held by any Debtor.

"Pledged Stock" means the shares of Capital Stock listed on Annex 2, together with any other shares, stock certificates, options, rights or security entitlements of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Debtor while this Agreement is in effect.

"Receivables" means accounts, general intangibles, instruments and chattel paper, as such terms are defined in the UCC.

"Secured Obligations" shall have the meaning given such term in Section 2.

"UCC" means, as to any jurisdiction at any time, the Uniform Commercial Code in effect in that jurisdiction at such time. If no time is specified, "UCC" shall mean the Uniform Commercial Code as in effect in such jurisdiction(s) from time to time. If no jurisdiction is specified, "UCC" shall mean the Uniform Commercial Code as in effect in any relevant jurisdiction.

(b) Regardless of whether capitalized herein, terms used herein that are defined or otherwise used in the Tennessee UCC have the same meanings herein, unless the context otherwise requires. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement.

2. Creation of Security Interest. This Agreement is for the benefit of the Administrative Agent, the Lenders and the Issuing Bank to secure the payment and performance in full when due, whether at stated maturity, by acceleration, mandatory prepayment, declaration or otherwise, of all of the Obligations of the Borrowers and the Guarantors as described and defined in the Credit Agreement (such Obligations being collectively referred to herein as the "Secured Obligations"); *subject, however*, to the proviso that the liability of each Guarantor under this Agreement, the Credit Agreement, the Notes and the other Loan Documents shall never exceed its Maximum Guaranty Liability. To secure the payment and performance of the Secured Obligations, each Debtor hereby grants, assigns, transfers, sets over, hypothecates, pledges and delivers to the Administrative Agent, and grants to and creates in favor of the Administrative Agent a security interest in, the following properties, assets and rights of such Debtor, whether now owned or hereafter acquired or arising, and wherever located:

(a) the Pledged Notes, together with (1) all right, title and interest of such Debtor in, to and under any loan agreement, security agreement or other instrument, document or agreement further evidencing, securing or otherwise relating to the indebtedness evidenced by any Pledged Note, and (2) all principal, interest, instruments or other property from time to time received, receivable, distributed or distributable in respect of, in exchange for, or in substitution for any Pledged Note,

(b) the Pledged Stock, together with any and all dividends, distributions, cash, certificates, instruments, additional securities or other property from time to time

received, receivable, distributed or distributable in respect of, in exchange for, or in substitution for any Pledged Stock,

- (c) accounts,
- (d) chattel paper,
- (e) deposit accounts,
- (f) documents,
- (g) equipment,
- (h) fixtures,
- (i) general intangibles,
- (j) goods not otherwise described herein with greater particularity,
- (k) instruments,
- (l) inventory,
- (m) investment property,
- (n) letter-of-credit rights,
- (o) money,
- (p) all patents, patent rights, trademarks, trademark rights, service marks or service mark rights, copyrights or other rights in and to material copyrightable works, including, without limitation those listed on Annex 3;
- (q) all proceeds of any of the foregoing; and
- (r) to the extent not included in the foregoing, all other personal property of the Debtors of any kind or description.

3. Additional Debtors. Promptly, but in any event, within fifteen (15) days of the acquisition or creation by any Debtor of any Subsidiary that is not, but is required by the Credit Agreement to be, a Debtor under this Agreement, such Subsidiary shall become a party to this Agreement, shall assign, transfer, convey and set over to the Administrative Agent, and grant to the Administrative Agent, for the benefit of the Lenders and the Issuing Bank, a security interest in all of such Subsidiary's Collateral, and shall become a party to this Agreement for all purposes as if such Subsidiary had executed and delivered this Agreement to the Administrative Agent on



the date hereof, all pursuant to a Supplement to Security Agreement to be executed and delivered by such Subsidiary to the Administrative Agent in the form of Exhibit A hereto.

4. Authorization to File Financing Statements. So long as any Obligations are unpaid or outstanding, any Obligation under the Loan Documents is unperformed or any of the Commitments are in effect, each Debtor hereby irrevocably authorizes the Administrative Agent at any time and from time to time to file, in any applicable jurisdiction, financing statements (including any amendments thereto) that cover the Collateral and that (a) indicate the Collateral as all assets of such Debtor or words of similar effect, or as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by the UCC for the sufficiency or filing office acceptance of any initial financing statement or amendment, including (1) whether such Debtor is an organization, the type of organization and any organization identification number issued to such Debtor and, (2) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Each Debtor agrees to furnish any such information to the Administrative Agent promptly upon request. Each Debtor also ratifies its authorization for the Administrative Agent to have filed in any jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

5. Other Actions Regarding Attachment, Perfection and Priority. Each Debtor hereby covenants and agrees with the Administrative Agent as follows:

(a) Promissory Notes and Tangible Chattel Paper. If the Debtor at any time shall hold or acquire any promissory notes or tangible chattel paper, the Debtor shall promptly, but in any event within fifteen (15) days of receipt, endorse, assign and deliver the same to the Administrative Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Administrative Agent from time to time may specify.

(b) Deposit Accounts. For each deposit account, other than Excluded Deposit Accounts, that the Debtor at any time opens or maintains, the Debtor shall, at the Administrative Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, either (1) cause the depository bank to agree to comply at any time with instructions from the Administrative Agent to such depository bank directing the disposition of funds from time to time credited to such deposit account, without further consent of the Debtor, or (2) arrange for the Administrative Agent to become the customer of the depository bank with respect to such deposit account, with the Debtor being permitted, only with the consent of the Administrative Agent, to exercise rights to withdraw funds from such deposit account. The Administrative Agent agrees with the Debtor that the Administrative Agent shall not give any such instructions or withhold any withdrawal rights from the Debtor unless an Event of Default has occurred and is continuing or, after giving effect to any withdrawal not otherwise permitted by the Credit Agreement, would occur. The provisions of this paragraph shall not apply to (i) any deposit account for which the Debtor, the depository bank and the Administrative Agent have entered into a cash collateral agreement specially negotiated among the Debtor, the depository bank and the Administrative Agent

for the specific purpose set forth therein, (ii) deposit accounts for which the Administrative Agent is the depository and (iii) deposit accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the Debtor's salaried employees (collectively, the "Excluded Deposit Accounts").

(c) Investment Property. If the Debtor shall at any time hold or acquire any certificated Capital Stock, the Debtor shall promptly, but in any event within fifteen (15) days of receipt, endorse, assign and deliver the same to the Administrative Agent, accompanied by such instruments of transfer or assignment duly executed in favor of the Administrative Agent or in blank, all as the Administrative Agent from time to time may specify. If any Capital Stock now or hereafter acquired by the Debtor is uncertificated and is issued to the Debtor or its nominee directly by the issuer thereof, the Debtor shall promptly, but in any event within fifteen (15) days of receipt, notify the Administrative Agent thereof and, at the Administrative Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, either (1) cause the issuer to agree to comply with instructions from the Administrative Agent as to such Capital Stock, without further consent of the Debtor or such nominee, or (2) arrange for the Administrative Agent to become the registered owner of the Capital Stock. If any Capital Stock, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Debtor is held by the Debtor or its nominee through a securities intermediary or commodity intermediary, the Debtor shall promptly, but in any event within fifteen (15) days of acquisition, notify the Administrative Agent thereof and, at the Administrative Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, either (i) cause such securities intermediary or commodity intermediary (as the case may be) to agree to comply with entitlement orders or other instructions from the Administrative Agent to such securities intermediary as to such Capital Stock or other investment property, or to apply any value distributed on account of any commodity contract as directed by the Administrative Agent to such commodity intermediary, as applicable, in each case without further consent of the Debtor or such nominee, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Administrative Agent to become the entitlement holder with respect to such investment property, with the Debtor being permitted until the occurrence and continuation of an Event of Default, to exercise rights to withdraw or otherwise deal with such investment property. The Administrative Agent agrees with the Debtor that the Administrative Agent shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by the Debtor, unless an Event of Default has occurred and is continuing or, after giving effect to the exercise of any such investment and withdrawal rights not otherwise permitted by the Credit Agreement, would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Administrative Agent is the securities intermediary.

(d) Collateral in the Possession of a Third Party. If any goods constituting Collateral with a fair market value in excess of \$25,000, at any time are in the possession of a third party, the Debtor shall promptly notify the Administrative Agent thereof and, if requested by the Administrative Agent, shall promptly use its commercially reasonable efforts to obtain an acknowledgement from such person, in form and substance reasonably satisfactory to the Administrative Agent, that such person holds such Collateral for the benefit of the Administrative Agent and shall act upon the instructions of the Administrative Agent, without the further consent of the Debtor. The Administrative Agent agrees with the Debtor that the Administrative Agent shall not give any such instructions unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Debtor with respect to the third party.

(e) Electronic Chattel Paper and Transferable Records. If the Debtor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, the Debtor shall promptly, but in any event within fifteen (15) days of receipt, notify the Administrative Agent thereof and, at the request of the Administrative Agent, shall take such action as the Administrative Agent may reasonably request to vest in the Administrative Agent control under UCC §9-105 of such electronic chattel paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Administrative Agent agrees with the Debtor that the Administrative Agent will arrange, pursuant to procedures satisfactory to the Administrative Agent and so long as such procedures will not result in the Administrative Agent's loss of control, for the Debtor to make alterations to the electronic chattel paper or transferable record permitted under UCC §9-105 or, as the case may be, Section 201 of the federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in control to make without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Debtor with respect to such electronic chattel paper or transferable record.

(f) Letter-of-Credit Rights. If the Debtor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of the Debtor, the Debtor shall promptly, but in any event, within fifteen (15) days, notify the Administrative Agent thereof and, at the request and option of the Administrative Agent, the Debtor shall, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, either (1) use its commercially reasonable efforts to arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Administrative Agent of the proceeds of any drawing under the letter of credit or (2) use its commercially reasonable efforts to arrange for the Administrative Agent to become the transferee beneficiary of the letter of credit, with the Administrative Agent agreeing, in each case, that the proceeds of any drawing under the letter to credit are to be applied as prepayments of Loans as provided in the Credit Agreement.

(g) Commercial Tort Claims. If the Debtor at any time shall hold or acquire a commercial tort claim with an expected claim value in excess of \$100,000, the Debtor shall promptly, but in any event within fifteen (15) days, notify the Administrative Agent in a writing signed by the Debtor of the brief details thereof and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Administrative Agent.

(h) Patents, Trademarks, Etc. If the Debtor at any time shall hold or acquire any patents, patent rights, trademarks, trademark rights, service marks or service mark rights the Debtor, shall promptly, but in any event within fifteen (15) days of receipt, notify the Administrative Agent in a writing signed by the Debtor of the brief details thereof and execute and deliver to the Administrative Agent an assignment of the same, together with the goodwill appurtenant thereto, all in form and substance reasonably satisfactory to the Administrative Agent. The Debtor also will cause such assignment to be recorded or filed in the United States Patent and Trademark Office and in such other public offices as the Administrative Agent shall specify. Neither the execution and delivery of such assignment nor anything contained therein shall be deemed to prevent or extend the time of attachment or perfection of any security interest in such Collateral created hereby.

(i) Copyrights, Etc. If the Debtor at any time shall hold or acquire any material copyrights or other rights in and to material copyrightable works, the Debtor shall promptly, but in any event within fifteen (15) days of receipt, notify the Administrative Agent in a writing signed by the Debtor of the brief details thereof and execute and deliver to the Administrative Agent for recording in the United States Copyright Office (the "Copyright Office") a memorandum of grant of security interest in the same, identified, where applicable, by title, author or Copyright Office registration number and date, all in form and substance satisfactory to the Administrative Agent. The Debtor also will cause such assignment to be recorded or filed in the Copyright Office and in such other public offices as the Administrative Agent shall specify. Neither the execution and delivery of such memorandum nor anything contained therein shall be deemed to prevent or extend the time of attachment or perfection of any security interest in such Collateral created hereby.

(j) Other Actions as to Any and All Collateral. The Debtor further agrees to take any other action reasonably requested by the Administrative Agent to ensure the attachment, perfection and first priority of, and the ability of the Administrative Agent to enforce, the Administrative Agent's security interest in any and all of the Collateral, including (i) authorizing, executing (to the extent that the Debtor's signature is required), delivering and filing financing statements and amendments relating thereto under the UCC, (ii) causing the Administrative Agent's name to be noted as secured party on any certificate of title for titled goods if such notation is a condition to attachment, perfection or priority of, or ability of the Administrative Agent to enforce, the Administrative Agent's security interest in such Collateral, (iii) complying with any provision of any

statute, rule, regulation or treaty of any jurisdiction as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Administrative Agent to enforce, the Administrative Agent's security interest in such Collateral, (iv) using commercially reasonable efforts in obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor or other person obligated on Collateral, (v) except as otherwise provided in the Credit Agreement, using commercially reasonable efforts in obtaining waivers from mortgagees and landlords in form and substance reasonably satisfactory to the Administrative Agent and (vi) taking all actions required by any earlier versions of the UCC or by other law, as applicable in any relevant jurisdiction.

6. Representations and Warranties. Each Debtor hereby represents and warrants to the Administrative Agent as of the date hereof as follows:

(a) The Debtor is a duly organized and validly existing entity of the type disclosed on the signature pages of this Agreement. The execution and delivery of this Agreement and the performance and observance of the obligations of the Debtor hereunder are within the power of the Debtor and have been duly authorized by all necessary action on the part of the Debtor properly taken. This Agreement is a legal, valid and binding obligation of the Debtor and is enforceable against the Debtor in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance, fraudulent transfer and similar federal and state laws affecting the rights and remedies of creditors generally and by general principles of equity.

(b) The Debtor is the owner of or has other rights in the Collateral, free from any Lien other than Permitted Liens.

(c) None of the Collateral constitutes, or consists of proceeds of, farm products, timber to be cut or as-extracted collateral.

(d) The Pledged Notes consist of those described in Annex 1 and the Pledged Stock consists of the number and type(s) of shares of stock described in Annex 2. The Debtor is the holder of record and sole beneficial owner of each Pledged Note payable to it as set forth in Annex 1 and is the holder of record and sole beneficial owner of the Pledged Stock as set forth in Annex 2. Except as specifically set forth in Annex 2, the Pledged Stock in each case constitutes 100% of the outstanding Capital Stock of the issuer thereof.

(e) No term of any of the Pledged Stock provides that such Pledged Stock is a security governed by Article 8 of the UCC, and none of the Pledged Stock is "investment property" as defined in Article 9 of the UCC.

7. Covenants and Agreements. Each Debtor hereby covenants and agrees with the Administrative Agent as follows:

(a) The Debtor will perform in accordance with its respective terms, all of the Debtor's obligations under this Agreement, the Credit Agreement and the other Loan Documents to which it is a party.

(b) Without providing at least fifteen (15) days' prior written notice to the Administrative Agent, the Debtor will not change its name, its place of business (or, if it has more than one place of business, its chief executive office), its mailing address or its organizational identification number, if any. If the Debtor does not have an organizational identification number and later obtains one, the Debtor shall promptly notify the Administrative Agent of such organizational identification number. The Debtor will not change its type of organization, jurisdiction of organization or other legal structure.

(c) The Collateral, to the extent possession thereof is not delivered to the Administrative Agent, will be kept at those locations identified on Annex 4. In the event that the Debtor acquires Collateral located at a location not listed on Annex 4, or moves Collateral to a location not otherwise listed on Annex 4, the Debtor will notify the Administrative Agent in writing of the address of such new location within thirty (30) days of acquiring or moving said Collateral.

(d) The Debtor shall be the owner of or have other rights in the Collateral free from any Lien other than Permitted Liens, and the Debtor shall defend the same against all material claims and material demands of all persons at any time claiming the same or any interests therein adverse to the Administrative Agent.

(e) The Debtor shall not (i) create, grant or suffer to exist any Lien on the Collateral other than Permitted Liens, (ii) permit any of the Collateral to be levied upon under any legal process, (iii) do, or permit any of its Subsidiaries to cause anything to be done that may impair the security intended to be afforded by this Agreement, nor (iv) permit any tangible Collateral to become attached to or commingled with other goods (with the exception of goods with respect to which Lender holds a perfected, first priority security interest, subject to Permitted Liens) without the prior written consent of the Administrative Agent.

(f) The Debtor will keep the Collateral in good order and repair, will not do, or permit any of its Subsidiaries to cause anything to be done that may materially impair the value of any material Collateral and will not use the same in violation of applicable law or any policy of insurance thereon.

(g) Subject to any applicable limitations provided in the Credit Agreement, the Administrative Agent and its representatives will be permitted to make any examination, inspection, verification or audit of the Collateral that the Administrative Agent deems necessary or proper. All reasonable expenses incurred by the

Administrative Agent in making such examination, inspection, verification or audit shall be reimbursed by the Debtors upon the Administrative Agent's demand and shall constitute a part of the Secured Obligations until fully reimbursed.

(h) The Debtor will pay (i) promptly when due, all costs of and taxes on the filing of financing statements, continuation statements, termination statements and any other publicly filed documents with respect to the security interests created hereby, (ii) prior to delinquency, all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement, (iii) upon demand by the Administrative Agent, any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Administrative Agent in protecting, preserving or enforcing the Administrative Agent's rights under or in respect of this Agreement, any of the Secured Obligations or any of the Collateral, and (iv) upon demand by the Administrative Agent, interest on any amounts due and owing from the Debtor to the Administrative Agent hereunder, from the date due until paid, at the Default Rate in effect from time to time.

(i) The Debtor will not allow any of the Collateral to be attached to real estate in such manner as to become a fixture or a part of any real estate except to the extent all actions pursuant to Section 4 and paragraph 5(j) shall have been taken in respect thereof.

(j) The Debtor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except as expressly permitted by the Credit Agreement.

8. Special Agreements of Each Debtor With Respect to Receivables. Upon the request of the Administrative Agent, after the occurrence and continuation of an Event of Default, each Debtor will (i) forthwith on receipt of all checks, drafts, cash and other remittances in payment of inventory sold, or in payment on account of the Debtor's Receivables, deposit the same in a special bank account maintained with the Administrative Agent over which the Administrative Agent alone has power of withdrawal, and/or (ii) immediately notify all account debtors to direct payments to a lockbox in accordance with a lockbox service agreement entered into or to be entered into between the Borrowers and/or the Debtor and the Administrative Agent. Said proceeds shall be deposited in precisely the form received, except for the endorsement of the Debtor where necessary to permit collection of items, which endorsement the Debtor agrees to make, and which the Administrative Agent is also hereby authorized to make on the Debtor's behalf, after the occurrence and during the continuation of an Event of Default. Pending such deposit, each Debtor agrees that it will not commingle any such checks, drafts, cash or other remittances with any of the Debtor's other funds or property, but will hold them separate and apart therefrom and in trust for the Administrative Agent until deposit thereof is made in the special account. The funds in said account and any funds collected by the Administrative Agent under a lockbox service agreement shall be held by the Administrative Agent as additional security for the Secured Obligations. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, the funds on deposit in such special account, if applicable, shall be paid over to the applicable Debtor. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, on a daily basis or less

frequently, in the Administrative Agent's sole discretion, apply the whole or any part of the collected funds on deposit in the special account and from the lockbox against the Secured Obligations; the amount, order and method of such application to be in the discretion of the Administrative Agent. Any portion of said funds on deposit in the special account and from the lockbox that the Administrative Agent elects not to so apply may be paid over by the Administrative Agent to the Debtor.

9. Insurance. Each Debtor hereby covenants and agrees with the Administrative Agent as follows:

(a) The Debtor will at all times keep its Collateral insured in compliance with Section 8.9 of the Credit Agreement.

(b) The Debtor hereby assigns to the Administrative Agent, for the benefit of the Administrative Agent, the Lenders and the Issuing Bank as their respective interests may appear, all right to receive the proceeds of such insurance not exceeding the aggregate amount of the Secured Obligations, directs any insurer to pay all proceeds directly to the Administrative Agent, and appoints the Administrative Agent as the Debtor's attorney in fact to endorse any draft or check made payable to the Debtor in order to collect the benefits of such insurance, provided, however, so long as no Default or Event of Default has occurred and is continuing, any money received by the Administrative Agent under said policies shall be delivered by the Administrative Agent to the appropriate Debtor for the sole purpose of repairing, restoring or replacing any affected Collateral.

10. Performance by and Responsibility of the Administrative Agent.

(a) If any Debtor shall default in the payment, performance or observance of any covenant, term or condition of this Agreement or of any contract or agreement included in the Collateral, the Administrative Agent may, at its option and in its sole discretion, pay, perform or observe the same, and all payments or partial payments made or costs or expenses incurred by the Administrative Agent in connection therewith (including but not limited to reasonable attorney's fees), with interest thereon at the Default Rate in effect from time to time, shall be immediately repaid to the Administrative Agent by the Debtors and shall constitute a part of the Secured Obligations and be secured hereby until fully repaid.

(b) Anything herein to the contrary notwithstanding, the Debtors shall remain liable for the performance and observance of all terms and conditions to be observed or performed by the Debtors under each contract or agreement included in the Collateral. The Administrative Agent shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Administrative Agent of any payment relating to any of the Collateral, nor shall the Administrative Agent be obligated in any manner to perform any of the obligations of any Debtor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Administrative Agent in respect of



the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts that may have been assigned to the Administrative Agent or to which the Administrative Agent may be entitled at any time or times.

(c) The Administrative Agent will hold all items of the Collateral at any time received under this Agreement in accordance with, and subject to, the provisions of this Agreement. It is expressly understood and agreed that the obligations of the Administrative Agent as holder of the Collateral and interests therein and with respect to the disposition thereof, and otherwise under this Agreement, are only those expressly set forth in this Agreement and, to the extent not specifically waived hereunder, as required under applicable law. The Administrative Agent's sole duty with respect to the custody, safekeeping and preservation of Collateral in its possession or under its control, under §9-207 of the UCC or otherwise, shall be to deal with such Collateral in the same manner as the Administrative Agent deals with similar property for its own account. The Administrative Agent shall have no responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, regardless of whether the Administrative Agent has or is deemed to have knowledge of such matters, or (ii) taking any actions to preserve rights against any Person with respect to any Collateral.

11. Notification to Account Debtors and Other Persons Obligated on Collateral. If an Event of Default has occurred and is continuing, the Debtors, at the request of the Administrative Agent, shall notify account debtors and other persons obligated on any of the Collateral of the security interest of the Administrative Agent in any account, chattel paper, general intangible, instrument or other Collateral and that payments in respect thereof are to be made directly to the Administrative Agent or to any financial institution designated by the Administrative Agent as the Administrative Agent's agent therefor, and the Administrative Agent may itself, if an Event of Default has occurred and is continuing, without notice to or demand upon any Debtor, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, the Debtors shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Debtors as trustee for the Administrative Agent without commingling the same with other funds of the Debtors and shall turn the same over to the Administrative Agent in the identical form received, together with any necessary endorsements or assignments, for deposit in a special bank account maintained with the Administrative Agent over which the Administrative Agent alone has power of withdrawal. The Administrative Agent shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Administrative Agent to the Secured Obligations, such proceeds to be applied promptly after final payment in cash or other immediately available funds of the items giving rise to them.

12. Deposit Accounts, Promissory Notes, Investment Property and General Intangibles.

(a) If an Event of Default has occurred and is continuing, any deposits or other sums at any time credited by or due from the Administrative Agent to any Debtor may be applied to or set off against any of the Secured Obligations at any time, regardless of the adequacy of Collateral or any other security for the Secured Obligations.

(b) If an Event of Default has occurred and is continuing, the Administrative Agent at its option may (a) demand, sue for, collect or make any settlement or compromise that it deems desirable with respect to the Collateral, and (b) transfer to itself or any nominee any promissory notes or investment property constituting Collateral, receive any amounts payable or distributable in respect thereof and hold such the same as additional Collateral or apply the same to the Secured Obligations.

(c) Provided that no Event of Default has occurred and is continuing:

(1) the Debtors shall be entitled to exercise or refrain from exercising the voting rights attributable to any investment property constituting Collateral or any part thereof for any purpose not inconsistent with the terms and conditions of this Agreement, and

(2) the Administrative Agent will execute and deliver any proxies or other instruments reasonably requested by a Debtor for the purpose of enabling such Debtor to exercise the voting rights that it is entitled to exercise pursuant to subparagraph 12(c)(1).

**(d) Upon the occurrence and during the continuance of an Event of Default, all rights of the Debtors to exercise or refrain from exercising the voting rights attributable to investment property constituting Collateral or any part thereof pursuant to subparagraph 12(c)(1) or otherwise shall cease at the request of the Administrative Agent, and the Administrative Agent and its successors and assigns shall have the sole right to exercise or refrain from exercising such rights. In furtherance of the foregoing, each Debtor hereby makes, constitutes and appoints the Administrative Agent and its officers as the proxies and attorneys-in-fact of and for such Debtor, with full power to exercise or to refrain from exercising any and all voting rights attributable to investment property constituting Collateral upon the occurrence and during the continuance of any such Event of Default. The foregoing appointment and power, being coupled with an interest, are irrevocable until the Secured Obligations (other than contingent indemnity obligations for which no claim has been asserted) have been paid in full or otherwise fully satisfied.**

13. Power of Attorney.

(a) Each Debtor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as

its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of such Debtor or in the Administrative Agent's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the intent and purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of such Debtor, without notice to or assent by such Debtor, to do the following:

(1) to the extent that the Debtor's authorization given in Section 4 is not sufficient, to file such financing statements with respect hereto, with or without the Debtor's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Administrative Agent may deem appropriate, and to execute in the Debtor's name such financing statements and amendments thereto and continuation statements that may require the Debtor's signature; and

(2) at any time or from time to time upon the occurrence and during the continuance of an Event of Default, and at the Debtors' expense, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the UCC and as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do all other acts and things that the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's security interest therein, or in order to effect the intent and purposes of this Agreement, all as fully and effectively as the Debtor might do, including:

(A) sending requests for verifications of accounts to customers;

(B) notifying account debtors and other persons obligated on Collateral to make payments in respect thereof direct to the Administrative Agent, and take control of all proceeds thereof;

(C) notifying postal authorities to change the address for delivery of the Debtor's mail to an address designated by the Administrative Agent;

(D) receiving, opening and disposing of mail addressed to the Debtor;

(E) endorsing the Debtor's name on any checks, notes, acceptances, money orders, drafts or other forms of payment or security that may come into the Administrative Agent's possession;

(F) signing the Debtor's name on any invoice or bill of lading relating to any account, on drafts against customers, on schedules of assignments of accounts, on verification of accounts and notices to

customers and on notices of assignment, applications for noting of liens on certificates of title and other public records or documents of any kind as necessary or desirable to insure perfection or enforceability of the Administrative Agent's security interests in Collateral;

(G) filing and prosecuting registration and transfer applications with the appropriate federal or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes;

(H) exercising voting rights with respect to voting securities, which rights may be exercised, if the Administrative Agent so elects, with a view to causing the liquidation in a commercially reasonable manner of assets of the issuer of any such securities; and

(I) executing, delivering and recording, in connection with any sale or other disposition of any Collateral, endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral.

(b) To the extent permitted by law, each Debtor hereby ratifies all that said attorneys lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until the Secured Obligations (other than contingent indemnity obligations for which no claim has been asserted) have been shall have been paid in full or otherwise fully satisfied.

(c) The powers conferred on the Administrative Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Administrative Agent shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtors for any act or failure to act, except for the Administrative Agent's own gross negligence or willful misconduct.

#### 14. Default and Remedies.

(a) This Agreement shall be in default upon occurrence and during the continuance of an Event of Default.

(b) Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may proceed to:

(1) take possession of the Collateral, and for that purpose the Administrative Agent may, so far as the Debtors can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom,

(2) collect and receive any and all amounts payable or distributable in respect of the Collateral and hold the same as additional Collateral or apply the same to the Secured Obligations,

(3) render equipment constituting Collateral unusable,

(4) dispose of all or any part of the Collateral by public or private sale, in such manner and order as the Administrative Agent shall determine, subject to and in accordance with applicable requirements of the UCC or other applicable law, and

(5) exercise any and all other rights, powers, privileges, options and remedies provided by the UCC or other applicable law, as well as all other rights and remedies possessed by the Administrative Agent pursuant to the Loan Documents.

(c) Upon the occurrence and during the continuance of an Event of Default and upon demand by the Administrative Agent, the Debtors shall assemble the Collateral and make it available to the Administrative Agent at a place designated by the Administrative Agent that is reasonably convenient to the Administrative Agent and the Debtors.

(d) Any notice of sale, lease or other intended disposition of the Collateral by the Administrative Agent sent to the Debtors at the address set forth in the Credit Agreement, or at such other address of the Debtors as may be shown on the Administrative Agent's records, at least ten (10) days prior to such action, shall constitute reasonable notice to the Debtors.

(e) Subject to any applicable provisions of the UCC or the Credit Agreement, the proceeds of the exercise of the Administrative Agent's remedies hereunder shall be applied to the Secured Obligations in such order of priority as the Administrative Agent shall determine.

(f) The Administrative Agent may waive any Default or Event of Default before or after the same has been declared without impairing the right to declare a subsequent Default or Event of Default hereunder, this right being a continuing one. None of the Administrative Agent, the Lenders or the Issuing Bank shall be deemed to have waived any of its or their rights upon or under any of the Secured Obligations or Collateral unless such waiver shall be in a record authenticated by a duly authorized representative thereof.

(g) No right, power or remedy conferred upon or reserved to the Administrative Agent by this Agreement or any of the other Loan Documents is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, under any of the other Loan Documents or now or

hereafter existing at law, in equity or by statute. No delay or omission by the Administrative Agent to exercise any right, power or remedy accruing upon the occurrence of any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every right, power and remedy given by this Agreement and the other Loan Documents to the Administrative Agent may be exercised from time to time and as often as may be deemed expedient by the Administrative Agent.

(h) The Administrative Agent shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, each Debtor hereby agrees that it will not invoke any law relating to the marshalling of collateral or any similar law that might cause delay in or impede the enforcement of the Administrative Agent's rights under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Debtor hereby irrevocably waives the benefits of all such laws.

15. Standards Relating to Exercise of Remedies.

(a) To the extent that applicable law imposes duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, the Debtors acknowledge and agree that it is not commercially unreasonable for the Administrative Agent (1) to fail to incur expenses reasonably deemed significant by the Administrative Agent to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (2) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (3) to fail to exercise collection remedies against account debtors or other persons obligated in respect of Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (4) to exercise collection remedies against account debtors and other persons obligated in respect of Collateral directly or through the use of collection agencies and other collection specialists, (5) to advertise dispositions of Collateral through publications or media of general circulation, regardless of whether the Collateral is of a specialized nature, (6) to contact other persons, regardless of whether in the same business as the Debtors, for expressions of interest in acquiring all or any portion of the Collateral, (7) to hire one or more professional auctioneers to assist in the disposition of Collateral, regardless of whether such Collateral is of a specialized nature, (8) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match

buyers and sellers of assets, (9) to dispose of assets in wholesale rather than retail markets, (10) to disclaim disposition warranties, (11) to purchase insurance or credit enhancements to insure the Administrative Agent against risks of loss, collection or disposition of Collateral, or (12) to the extent deemed appropriate by the Administrative Agent in its reasonable discretion, to obtain the services of brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any of the Collateral.

(b) The Debtors recognize that, by reason of certain prohibitions and limitations provided in the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws, the Administrative Agent may be required, in certain instances regarding a sale of Collateral constituting investment property, instruments, accounts or general intangibles, to limit purchasers to those who agree, among other things, to acquire such Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Debtors acknowledge that any such private sales may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including, without limitation, a public offering made pursuant to a registration statement under the Securities Act), and, notwithstanding such circumstances, the Debtors agree that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Administrative Agent shall have no obligation to engage in public sales and no obligation to delay the sale of such Collateral for the period of time necessary to permit the issuer thereof to register such sale under the Securities Act or under applicable state securities laws, even if the Debtors would agree to do so.

(c) The Debtors acknowledge that the purpose of this Section 15 is to provide non-exhaustive indications of actions or omissions by the Administrative Agent that would not be commercially unreasonable in the Administrative Agent's exercise of remedies with respect to the Collateral, and that other actions or omissions by the Administrative Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 15. Without limitation upon the foregoing, nothing contained in this Section 15 shall be construed to grant any rights to the Debtors or to impose any duties on the Administrative Agent that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 15.

16. Termination Statements. So long as any of the Secured Obligations (other than contingent indemnity obligations for which no claim has been asserted) are outstanding or there are any outstanding Commitments of the Lenders, the Administrative Agent shall have no obligation to release any of the Collateral or to send or record a termination statement with respect to any financing statement filed to perfect the Administrative Agent's security interest(s) in any of the Collateral, except in connection with a disposition permitted under the Credit Agreement. Upon the full satisfaction of the Secured Obligations (other than contingent indemnity obligations for which no claim has been asserted) and the termination of any outstanding Commitments of the Lenders, the Administrative Agent may at its option, (i) send to Debtor for filing a termination statement with respect to any financing statement filed to perfect the Administrative Agent's security interest(s) in any of the Collateral, or (ii) cause said

termination statement to be filed with the appropriate filing officer(s), and will notify such Debtor within a reasonable period of time after taking such action.

17. Debtors' Obligations Absolute, Etc. The obligations of each Debtor under this Agreement shall be absolute and unconditional in accordance with the terms hereof and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation: (a) any change in the time, place or manner of payment of, or in any other term of, all or any of the Secured Obligations, any waiver, indulgence, renewal, extension, amendment or modification of or addition, consent or supplement to or deletion from or any other action or inaction under or in respect of this Agreement, the Credit Agreement, any of the other Loan Documents or any other instrument or agreement referred to therein or any assignment or transfer of any thereof; (b) any lack of validity or enforceability of this Agreement, the Credit Agreement, any of the other Loan Documents or any other documents, instruments or agreement referred to therein or any assignment or transfer of any thereof; (c) any limitation on any party's liability or obligations under any such instrument or agreement or any invalidity or unenforceability, in whole or in part, of any such instrument or agreement or any term thereof; (d) any furnishing of any additional security to the Administrative Agent or its assignees or any acceptance thereof or any release of any security by the Administrative Agent or its assignees; (e) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to any Debtor, or any action taken with respect to this Agreement by any trustee or receiver, or by any court, in any such proceeding, regardless of whether such Debtor shall have notice or knowledge of any of the foregoing; (f) any exchange, release or nonperfection of any security interest in any other collateral, or any release or amendment or waiver of or consent to departure from any guarantee or security, for all or any of the Secured Obligations; or (g) any other circumstance that otherwise might constitute a defense available to, or a discharge of, any Debtor. Each Debtor agrees with the Administrative Agent that each of the obligations and liabilities of such Debtor to the Administrative Agent under this Agreement may be enforced against such Debtor without the necessity of joining any other Debtor or any other Person as a party.

18. Notices. Any and all notices or other communications permitted or required to be made under this Agreement shall be given to each Debtor and the Administrative Agent at the addresses and in the manner specified in the Credit Agreement.

19. Governing Law. Unless otherwise expressly set forth herein, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee, without reference to the conflicts or choice of law principles thereof, except to the extent that the laws of a particular jurisdiction govern the creation, perfection and enforcement of liens on and security interests in the Collateral.

20. CONSENT TO JURISDICTION. EACH BORROWER AND EACH OTHER DEBTOR HEREBY IRREVOCABLY CONSENTS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN DAVIDSON COUNTY, TENNESSEE IN ANY ACTION, CLAIM OR OTHER PROCEEDING ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, THE CREDIT AGREEMENT, THE NOTES



OR THE OTHER LOAN DOCUMENTS, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. EACH BORROWER AND EACH OTHER DEBTOR HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF A SUMMONS AND COMPLAINT AND OTHER PROCESS IN ANY ACTION, CLAIM OR PROCEEDING BROUGHT BY THE ADMINISTRATIVE AGENT, ANY LENDER OR THE ISSUING BANK IN CONNECTION WITH THIS AGREEMENT, THE CREDIT AGREEMENT, THE NOTES OR THE OTHER LOAN DOCUMENTS, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS, ON BEHALF OF ITSELF OR ITS PROPERTY, IN THE MANNER SPECIFIED IN SECTION 14.1 OF THE CREDIT AGREEMENT. NOTHING IN THIS SECTION 20 SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT, ANY LENDER OR THE ISSUING BANK TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST EACH BORROWER, ANY OF THE OTHER DEBTORS OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTIONS.

21. WAIVER OF JURY TRIAL. THE ADMINISTRATIVE AGENT, EACH LENDER, THE ISSUING BANK, EACH BORROWER AND EACH OTHER DEBTOR HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY ACTION, CLAIM OR OTHER PROCEEDING ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, THE CREDIT AGREEMENT, THE NOTES OR THE OTHER LOAN DOCUMENTS, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. The scope of this waiver is intended to be all-encompassing with respect to any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each of the parties hereto (1) acknowledges that this waiver is a material inducement for the parties to the Loan Documents to enter into a business relationship, that the parties to the Loan Documents have already relied on this waiver in entering into same and the transactions that are the subject thereof, and that they will continue to rely on this waiver in their related future dealings, and (2) further warrants and represents that each has reviewed this waiver with its legal counsel and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and this waiver shall apply to any subsequent amendments, modifications, supplements, extensions, renewals or replacements of this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

22. Conflicts. In the event of any conflict between the Credit Agreement and this Agreement, the Credit Agreement shall control.

23. Severability of Provisions. Any provision of this Agreement that is prohibited or unenforceable with respect to any person or circumstance or in any jurisdiction shall, as to such person, circumstance or jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the

validity or enforceability of such provision with respect to other persons or circumstances or in any other jurisdiction.

24. Counterparts. This Agreement may be executed in multiple counterparts or copies, each of which shall be deemed an original hereof for all purposes. One or more counterparts or copies of this Agreement may be executed by one or more of the parties hereto, and some different counterparts or copies executed by one or more of the other parties. Each counterpart or copy hereof executed by any party hereto shall be binding upon the party executing same even though other parties may execute one or more different counterparts or copies, and all counterparts or copies hereof so executed shall constitute but one and the same agreement. Each party hereto, by execution of one or more counterparts or copies hereof, expressly authorizes and directs any other party hereto to detach the signature pages and any corresponding acknowledgment, attestation, witness or similar pages relating thereto from any such counterpart or copy hereof executed by the authorizing party and affix same to one or more other identical counterparts or copies hereof so that upon execution of multiple counterparts or copies hereof by all parties hereto, there shall be one or more counterparts or copies hereof to which is (are) attached signature pages containing signatures of all parties hereto and any corresponding acknowledgment, attestation, witness or similar pages relating thereto.

25. Joint and Several. In the event that the Debtor consists of more than one person or entity, the obligations of the Debtors hereunder shall be joint and several, and all references herein to "Debtor" shall refer to each of said persons or entities jointly and severally. This Agreement is assignable by the Administrative Agent, and any assignment of the Obligations or any portion thereof by the Administrative Agent shall operate to vest in the assignee the rights and powers of the Administrative Agent hereunder to the extent of such assignment.

26. Miscellaneous.

(a) Neither this Agreement nor any provision hereof may be altered, amended, modified or changed orally, but may be so altered, amended, modified or changed only by an instrument in writing signed by the party against whom enforcement of such alteration, amendment, modification or change is sought.

(b) The headings in this Agreement and the usage herein of defined terms are for convenience of reference only, and shall not be construed as amplifying, limiting or otherwise affecting the substantive provisions hereof.

(c) Any reference herein to any instrument, document or agreement, by whatever terminology used, shall be deemed to include any and all past, present or future amendments, restatements, modifications, supplements, extensions, renewals or replacements thereof, as the context may require.

(d) All references herein to the preamble, the recitals or sections, paragraphs, subparagraphs, annexes or exhibits are to the preamble, recitals, sections, paragraphs, subparagraphs, annexes and exhibits of or to this Agreement unless otherwise specified. The words "hereof", "herein" and "hereunder" and words of similar import, when used in

this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.

(e) When used herein, (1) the singular shall include the plural, and vice versa, and the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate, (2) "include", "includes" and "including" shall be deemed to be followed by "without limitation" regardless of whether such words or words of like import in fact follow same, and (3) unless the context clearly indicates otherwise, the disjunctive "or" shall include the conjunctive "and".

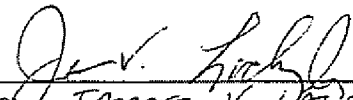
(f) Any reference herein to any law shall be a reference to such law as in effect from time to time and shall include any rules and regulations promulgated or published thereunder and published interpretations thereof.

**[Signatures Begin Next Page]**

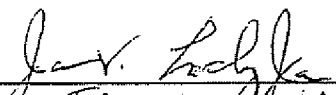
IN WITNESS WHEREOF, each Debtor and the Administrative Agent have caused this Agreement to be executed by their respective duly authorized officers or other duly authorized representatives as of the day and year first above written.

**BORROWERS:**

**PASSPORT HEALTH COMMUNICATIONS, INC.,** a Tennessee corporation

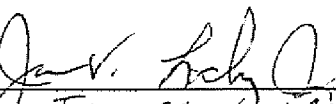
By:   
Name: James V. Lacey, Jr.  
Title: CEO

**HEALTHWORKS ALLIANCE, INC.,** a Pennsylvania corporation

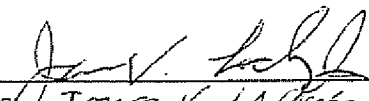
By:   
Name: James V. Lacey, Jr.  
Title: CEO

**GUARANTORS:**

**PASSPORT HOLDING CORPORATION,** a Delaware corporation

By:   
Name: James V. Lacey, Jr.  
Title: CEO

**UNITED WISCONSIN PROSERVICE, INC.,** a Wisconsin corporation

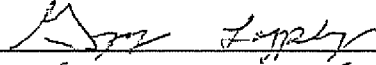
By:   
Name: James V. Lacey, Jr.  
Title: CEO

[ADMINISTRATIVE AGENT'S SIGNATURE PAGE FOLLOWS]

[Administrative Agent's Signature Page to  
Passport Health Communications, Inc. Security Agreement dated April 11, 2006]

ADMINISTRATIVE AGENT:

FIFTH THIRD BANK, N.A., as Administrative  
Agent

By:   
Name: Gregory L. Lippert  
Title: Assistant Vice President

ANNEX 1

**Pledged Notes**

NNOVATIVE DATA SYSTEMS, INC., a Virginia corporation, has executed that certain Promissory Note, dated as of May 5, 2005, in the amount of EIGHT HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$813,875.00) in favor of UNITED WISCONSIN PROSERVICES, INC., a Wisconsin corporation.

**ANNEX 2**

**Pledged Stock**

<b>Issuer</b>	<b>Owner</b>	<b>Cert No.</b>	<b>Class</b>	<b>Shares Owned</b>	<b>Shares Issued</b>	<b>Percent of Ownership</b>
Passport Health Communications, Inc.	Passport Holding Corporation	205	Common	1,000	1,000	100%
Healthworks Alliance, Inc.	Passport Health Communications, Inc.	1	Common	1,000	1,000	100%
United Wisconsin Proservices, Inc.	Passport Health Communications, Inc.	5	Common	10,000	10,000	100%

ANNEX 3

**Intellectual Property**

**Trademarks owned by Passport Health Communications, Inc.**

<b>Mark</b>	<b>Registration or Serial Number</b>	<b>Registration or Application Date</b>	<b>Owner</b>
Passport Health Communications, Inc.	2,345,697	04/25/00	Passport Health Communications, Inc.
Passport Onesource	2,341,547	04/11/00	Passport Health Communications, Inc.
ProServices	2,993,897	09/13/05	Passport Health Communications, Inc.
ProServices (and design)	2,954,530	05/24/05	Passport Health Communications, Inc.

**Trademarks owned by United Wisconsin Proservices, Inc.**

<b>Mark</b>	<b>Registration or Serial Number</b>	<b>Registration or Application Date</b>	<b>Owner</b>
ProServices (and design)	34800650	10/2/96	United Wisconsin Proservices, Inc.
E-Z Link	01127822	10/31/90	United Wisconsin Proservices, Inc.

**Trademarks owned by Healthworks Alliance, Inc.**

<b>Mark</b>	<b>Registration or Serial Number</b>	<b>Registration or Application Date</b>	<b>Owner</b>
Healthworks (and design)	2,083,123	07/29/97	Healthworks Alliance, Inc.
Healthworks Alliance (and design)	3,010,148	11/01/05	Healthworks Alliance, Inc.



**Copyrights owned by United Wisconsin Proservices, Inc.**

<b>Copyright</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
AXCES Software Program	TX-2-600-432	03/28/89	United Wisconsin Proservices, Inc.
Home Health Coverage Determination Program	TX-4-440-259	12/30/96	United Wisconsin Proservices, Inc.

ANNEX 4

**Locations of Collateral**

Entity

Locations

Passport Health Communications, Inc. and Passport Holding Corporation 720 Cool Springs Blvd, Suite 450 and 550 Franklin, TN 37067

Healthworks Alliance, Inc. 500 North Gulph Road, Suite 400 King of Prussia, PA 19406

American Executive Centers  
1 Green Tree Center  
Suite 201  
Marlton, NJ 08035

United Wisconsin Proservices, Inc. 400 North Executive Drive Brookfield, WI

Passport Health Communications maintains a disaster recovery site at 211 3<sup>rd</sup> Avenue, Nashville, Tennessee 37201.

## EXHIBIT A

### SUPPLEMENT TO SECURITY AGREEMENT

**THIS SUPPLEMENT TO SECURITY AGREEMENT** (this "Agreement"), dated as of \_\_\_\_\_, 200\_\_, is made and entered into by \_\_\_\_\_, a \_\_\_\_\_ (the "Additional Debtor"), in favor of FIFTH THIRD BANK, N.A., a national banking association ("Fifth Third"), as administrative agent for itself, the Lenders and the Issuing Bank (in such capacity, the "Administrative Agent"), under the Credit Agreement (as hereinafter defined).

#### RECITALS:

A. Passport Health Communications, Inc., a Tennessee corporation ("Passport"), Healthworks Alliance, Inc., a Pennsylvania corporation ("Healthworks", and together with Passport, each a "Borrower" and collectively, "Borrowers"), the Subsidiaries and other Affiliates of the Borrowers now or hereafter becoming parties thereto, as guarantors (the "Guarantors"), certain Lenders, the Administrative Agent and Fifth Third Bank, an Ohio banking corporation ("Issuing Bank"), are parties to a certain Credit Agreement, dated as of April 11, 2006 (as the same heretofore may have been or hereafter may be amended, restated, amended and restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have made and will make Loans and purchase participations in Letters of Credit issued for the account of the Borrowers, and the Issuing Bank will issue such Letters of Credit, all as more specifically described in the Credit Agreement.

B. The Borrowers and the Guarantors (sometimes hereinafter referred to individually as a "Debtor" and individually and collectively as the "Debtors") have agreed to grant in favor of the Administrative Agent for the benefit of the Issuing Bank and the ratable benefit of the Lenders a valid perfected security interest in certain Collateral pursuant to the terms of a Security Agreement of even date with the Credit Agreement (as the same may have been or hereafter may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Security Agreement") by and among Debtors and the Administrative Agent.

C. Except as otherwise defined herein, terms used herein and defined in the Security Agreement are used herein as so defined.

D. Pursuant to the provisions of the Credit Agreement and Section 3 of the Security Agreement, the Borrowers are required to cause the Additional Debtor to execute and deliver to the Administrative Agent this Agreement, and it is a condition to the obligations of the Lenders to continue to extend credit under the Credit Agreement that the Additional Debtor execute and deliver to the Administrative Agent this Agreement, and the Additional Debtor desires to execute and deliver this Agreement to satisfy such requirement and condition.

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of the premises and in order to ensure the Borrowers' compliance with and to induce the Lenders to extend credit under the Credit Agreement, and in consideration of the benefits accruing to the Additional Debtor, the receipt and sufficiency of all of which are hereby acknowledged, the Additional Debtor hereby makes the following representations and warranties to the Administrative Agent and hereby covenants and agrees with the Administrative Agent, all for the benefit of the Lenders, the Administrative Agent and the Issuing Bank as provided in the Credit Agreement, as follows:

1. Agreements of Additional Debtor. The Additional Debtor hereby assumes all obligations of a Debtor under and shall be a Debtor for all purposes of the Security Agreement, and the Additional Debtor shall be fully liable thereunder to the Administrative Agent, the Issuing Bank and the Lenders to the same extent and with the same effect as though the Additional Debtor had been one of the Debtors originally executing and delivering the Security Agreement. Without limiting the foregoing:

(a) To secure the Secured Obligations, the Additional Debtor hereby grants, assigns, transfers, sets over, hypothecates, pledges and delivers to the Administrative Agent, and grants to and creates in favor of the Administrative Agent a security interest in, the Collateral of such Debtor, whether now owned or hereafter acquired or arising, and wherever located, subject to and upon the terms and conditions set forth in this Agreement and the Security Agreement; *subject, however*, to the proviso that the liability of the Additional Debtor hereunder and under the Security Agreement shall never exceed its Maximum Guaranty Liability (as such term is defined in the Credit Agreement).

(b) The Additional Debtor hereby makes all of the representations, warranties, covenants and agreements made by each Debtor in the Security Agreement; *provided, however*, that (i) all representations and warranties made under Section 6 of the Security Agreement shall be made by the Additional Debtor as of the date hereof and (ii) as to Pledged Notes and Pledged Stock of the Additional Debtor, the Additional Debtor represents and warrants as follows:

The Pledged Notes of the Additional Debtor consist of those described in Annex 1 and the Pledged Stock of the Additional Debtor consists of the number and type(s) of shares of stock described in Annex 2. The Additional Debtor is the holder of record and sole beneficial owner of each Pledged Note payable to it as set forth in Annex 1 and is the holder of record and sole beneficial owner of the Pledged Stock as set forth in Annex 2. Except as specifically set forth in Annex 2, the Pledged Stock of the Additional Debtor in each case constitutes 100% of the outstanding capital stock of the issuer thereof.

(c) All references in the Security Agreement to the "Debtors" or any "Debtor" shall be deemed to include and to refer to the Additional Debtor.

2. Governing Law. This Agreement and the Security Agreement, unless otherwise expressly set forth herein or therein, shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee, without reference to the conflicts or choice of law principles thereof, except to the extent that the laws of a particular jurisdiction cover the creation, perfection and enforcement of liens on and security interests in the Collateral.

3. CONSENT TO JURISDICTION. THE ADDITIONAL DEBTOR HEREBY IRREVOCABLY CONSENTS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN DAVIDSON COUNTY, TENNESSEE IN ANY ACTION, CLAIM OR OTHER PROCEEDING ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, THE SECURITY AGREEMENT, THE CREDIT AGREEMENT, THE NOTES OR THE OTHER LOAN DOCUMENTS, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. THE ADDITIONAL DEBTOR HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF A SUMMONS AND COMPLAINT AND OTHER PROCESS IN ANY ACTION, CLAIM OR PROCEEDING BROUGHT BY THE ADMINISTRATIVE AGENT, ANY LENDER OR THE ISSUING BANK IN CONNECTION WITH THIS AGREEMENT, THE SECURITY AGREEMENT, THE CREDIT AGREEMENT, THE NOTES OR THE OTHER LOAN DOCUMENTS, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS, ON BEHALF OF ITSELF OR ITS PROPERTY, IN THE MANNER SPECIFIED IN SECTION 14.1 OF THE CREDIT AGREEMENT AND AT THE ADDRESS(ES) SPECIFIED FOR THE BORROWERS IN SECTION 14.1 OF THE CREDIT AGREEMENT. NOTHING IN THIS SECTION 3 SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT, ANY LENDER OR THE ISSUING BANK TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT, ANY LENDER OR THE ISSUING BANK TO BRING ANY ACTION OR PROCEEDING AGAINST THE DEBTOR OR ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTIONS.

4. WAIVER OF JURY TRIAL. THE ADMINISTRATIVE AGENT, EACH LENDER, THE ISSUING BANK AND THE ADDITIONAL DEBTOR HEREBY IRREVOCABLY WAIVES THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY ACTION, CLAIM OR OTHER PROCEEDING ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, THE SECURITY AGREEMENT, THE CREDIT AGREEMENT, THE NOTES OR THE OTHER LOAN DOCUMENTS, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. The scope of this waiver is intended to be all-encompassing with respect to any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each of the parties hereto (1) acknowledges that this waiver is a material inducement for the parties to the Loan Documents to enter into a business relationship, that the parties to the Loan Documents have already relied on this waiver in entering into same and the transactions that are the subject thereof, and that they will continue to rely on this waiver in their related future dealings, and (2) further warrants and represents that each has reviewed this waiver with its legal counsel and that each knowingly

and voluntarily waives its jury trial rights following consultation with legal counsel. This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and this waiver shall apply to any subsequent amendments, modifications, supplements, extensions, renewals or replacements of this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

5. Miscellaneous.

(a) Neither this Agreement nor any provision hereof may be altered, amended, modified or changed orally, but may be so altered, amended, modified or changed only by an instrument in writing signed by the party against whom enforcement of such alteration, amendment, modification or change is sought.

(b) The headings in this Agreement and the usage herein of defined terms are for convenience of reference only, and shall not be construed as amplifying, limiting or otherwise affecting the substantive provisions hereof.

(c) Any reference herein to any instrument, document or agreement, by whatever terminology used, shall be deemed to include any and all past, present or future amendments, restatements, modifications, supplements, extensions, renewals or replacements thereof, as the context may require.

(d) All references herein to the preamble, the recitals or sections, paragraphs, subparagraphs, annexes or exhibits are to the preamble, recitals, sections, paragraphs, subparagraphs, annexes and exhibits of or to this Agreement unless otherwise specified. The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.

(e) When used herein, (1) the singular shall include the plural, and vice versa, and the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate, (2) "include", "includes" and "including" shall be deemed to be followed by "without limitation" regardless of whether such words or words of like import in fact follow same, and (3) unless the context clearly indicates otherwise, the disjunctive "or" shall include the conjunctive "and".

(f) Any reference herein to any law shall be a reference to such law as in effect from time to time and shall include any rules and regulations promulgated or published thereunder and published interpretations thereof.

**IN WITNESS WHEREOF**, the Additional Debtor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

**ADDITIONAL DEBTOR:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ANNEX 1**

**[Pledged Notes]**



**ANNEX 2**

**[Pledged Stock]**