

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
Twin Medical Transaction Services, Inc.		04/21/2006	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Antares Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
Internal Address:	17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78742583	TWIN MEDICAL TRANSACTION SERVICES, INC.	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-00127		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		

CH \$40.00 78742583

Date:

04/24/2006

Total Attachments: 4

source=MedAssist Trademark Security Agreement#page1.tif

source=MedAssist Trademark Security Agreement#page2.tif

source=MedAssist Trademark Security Agreement#page3.tif

source=MedAssist Trademark Security Agreement#page4.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2006, is between **TWIN MEDICAL TRANSACTION SERVICES, INC.**, a Nevada corporation (the “**Grantor**”) and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the “**Grantee**”) for the benefit of Agent and Lenders (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto;

WHEREAS, MedAssist, Incorporated, a Kentucky corporation (“**Borrower**”) has entered into that certain Amended and Restated Credit Agreement dated as of September 30, 2005 (as the same is being amended pursuant to that certain Waiver, Consent and First Amendment to Amended and Restated Credit Agreement of even date herewith and as the same has been and may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Grantee, as agent for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “**Lenders**”), and as a Lender, Borrower and the Lenders providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of September 30, 2005 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Borrower, Grantee and the other “**Debtors**” party thereto (including, by its execution of a joinder thereto of even date herewith, the Grantor), Grantor has granted to Grantee for the benefit of Grantee and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “**Liabilities**” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule**

1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

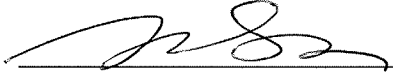
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

TWIN MEDICAL TRANSACTION SERVICES, INC., a Nevada corporation

By: 
Name: Michael Shea
Title: Chief Executive Officer

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

1. "Twin Medical Transaction Services, Inc." Application number: 78742583