

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MED3000 Acquisition Corporation		05/05/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc. as Administrative Agent		
Street Address:	222 North Lasalle St.		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2433461	ILIANI	
Registration Number:	2435141	ILIANI	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	80 State Street		
Address Line 2:	6th Floor		
Address Line 4:	Albany, NEW YORK 12207		
NAME OF SUBMITTER:	Christine Wilson		
Signature:	/CHRISTINE WILSON/		

CH \$65.00 2433461

Date:

05/12/2006

Total Attachments: 4

source=med3000 - merrill lynch may 12#page1.tif

source=med3000 - merrill lynch may 12#page2.tif

source=med3000 - merrill lynch may 12#page3.tif

source=med3000 - merrill lynch may 12#page4.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of May, 2006 by MED3000 Acquisition Corporation, a Delaware corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, and certain of its subsidiaries and affiliates and Grantee are parties to a certain Credit Agreement dated as of October 6, 2005 (as the same may be amended or otherwise modified from time to time, including without limitation, as amended by that certain First Amendment and Joinder to Credit Agreement dated as of even date herewith, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and the other Borrowers by Lenders;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:


(i) each trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future

(i) (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MED3000 ACQUISITION CORPORATION

By: 
Name: DAVID DILLON
Title: SEC

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Its: _____

(i) (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MED3000 ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: *Randolph C. Berry*
Its: _____

SCHEDULE A

TRADEMARK/SERVICEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
iLIANT design service mark	2433461	03/06/01
iLIANT service mark	2435141	03/13/01