

**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
WellMed Medical Management, Inc.		05/25/2006	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Canadian Imperial Bank of Commerce, as Collateral Agent
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2553117	
Registration Number:	2933449	WELLMED
Registration Number:	2970921	WELLMED
Registration Number:	2933448	WELLMED
Registration Number:	2976436	WELLMED
Registration Number:	2970854	WELLMED
Registration Number:	2970847	WELLMED
Serial Number:	78501935	DATARAP

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: ipdocket@lw.com  
 Correspondent Name: Latham & Watkins LLP  
 Address Line 1: 650 Town Center Drive

OP \$215.00 2553117

Address Line 2: Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038265-0022
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	06/02/2006

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 25, 2006 is entered into by WellMed Medical Management, Inc., a Texas Corporation (the "Grantor") and Canadian Imperial Bank of Commerce, as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of May 25, 2006 among the Grantors and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantors after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantors no longer has or claims any right, title or interest.

(iii) Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

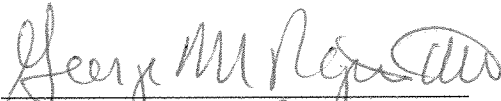
(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

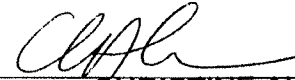
WELLMED MEDICAL MANAGEMENT, INC.

By:   
Name: George M. Rappier, III M.D.  
Title: President

[Signature Page to Trademark Security Agreement]

CANADIAN IMPERIAL BANK OF COMMERCE,  
as the Collateral Agent

By:   
Name: Doug Cornett  
Title: Authorized Signatory

By:   
Name: **CHRISTINE AHARONIAN**  
Title: **AUTHORIZED SIGNATORY**

[Signature Page to Trademark Security Agreement]

## TRADEMARK SECURITY AGREEMENT

## II. U.S. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
WellMed Medical Management, Inc.	WellMed	12-30-98	Registered	2553117
WellMed Medical Management, Inc.	WellMed	08-03-1998	Registered	2933449
WellMed Medical Management, Inc.	WellMed	08-03-1998	Registered	2970921
WellMed Medical Management, Inc.	WellMed Logo	12-30-1998	Registered	2933448
WellMed Medical Management, Inc.	WellMed Logo	12-30-1998	Registered	2976436
WellMed Medical Management, Inc.	WellMed Logo	12-30-1998	Registered	2970854
WellMed Medical Management, Inc.	WellMed	08-03-1998	Registered	2970847

## III. U.S. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademarks</u>	<u>Application Date</u>	<u>Status</u>	<u>Registration No.</u>
WellMed Medical Management, Inc.	DataRap	10-19-2004	Filed	Application No. 78/501,935; Statement of Use and First Extension Request due 08-21-06