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
Hospital Partners of America, Inc.		08/18/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	2 Greenwich Plaza
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2953881	HOSPITAL PARTNERS OF AMERICA
Registration Number:	2940996	HOSPITAL PARTNERS

CH $65.00 2953881

CORRESPONDENCE DATA

Fax Number: (212)492-0726
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-373-3000
Email: cstauffer@paulweiss.com
Correspondent Name: Mr. Clinton Stauffer
Address Line 1: 1285 Avenue of the Americas
Address Line 2: Paul, Weiss, Rifkind, Wharton, Garrison
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	17245-017
NAME OF SUBMITTER:	Clinton Stauffer
Signature:	/Clinton Stauffer/

Date:	08/22/2006

Total Attachments: 6
source=grant#page1.tif
source=grant#page2.tif
source=grant#page3.tif
source=grant#page4.tif
source=grant#page5.tif
source=grant#page6.tif

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as amended, modified, restated and/or supplemented from time to time, the "Grant") dated August 18, 2006, is made by HOSPITAL PARTNERS OF AMERICA, INC., a Delaware corporation with principal offices at 2815 Coliseum Centre Drive, Suite 150, Charlotte, NC 28217 (the "Grantor") in favor of SILVER POINT FINANCE, LLC, as Collateral Agent, with principal offices at 2 Greenwich Plaza, Greenwich, CT 06830, (the "Grantee") for the benefit of the Secured Parties. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Security Agreement among the Grantor, the Additional Grantors from time to time party thereto and the Grantee, as collateral agent, dated as of August 18, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. The Grantor hereby grants to Grantee, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following: (i) the United States trademarks and service marks, and registrations and applications therefor, set forth on Schedule A attached hereto, together with all common-law rights thereto and the goodwill of the businesses symbolized thereby or associated therewith (the "Marks"), (ii) all rights in the Marks provided by international treaties or conventions, and all other rights associated therewith, (iii) all rights to sue, recover and retain damages, costs and fees for past, present and future infringement, dilution or other violation of or conflict with (including unfair competition regarding) any of the foregoing, and (iv) all Proceeds and products of the foregoing.

2. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Grant.

3. This Grant is made to secure the satisfactory performance and payment of the Secured Obligations of the Grantor.

4. This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

5. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated herein by

reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

6. This Grant shall be construed in accordance with and be governed by the laws of the State of New York.

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

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 18th day of August, 2006.

HOSPITAL PARTNERS OF AMERICA, INC.

By_____
Name: Charles W. Johnson
Title: President

SILVER POINT FINANCE, LLC,
as Collateral Agent

By_____
Name:
Title:

STATE OF NORTH CAROLINA)

) ss.:

COUNTY OF MECKLENBURG)

On this 18th day of August, 2006, before me personally came Charles W. Johnson who, being by me duly sworn, did state as follows: that he is President of Hospital Partners of America, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Notary Public

My Commission Expires June 24, 2008

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 18th day of August, 2006.

HOSPITAL PARTNERS OF AMERICA, INC.

By_____
Name:
Title:

SILVER POINT FINANCE, LLC,
as Collateral Agent

By_____
Name:
Title:

Frederick H. Fogel
Authorized Signatory

SCHEDULE A

MARKS

MARK	REG. NO.	INT'L CLASS	REG. DATE
HOSPITAL PARTNERS	2,940,996	35	04/12/2005
HOSPITAL PARTNERS OF AMERICA	2,953,881	35	05/17/2005