

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
Medical Consultants, Inc.		10/31/2006	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	MCG Capital Corporation, as Administrative Agent		
Street Address:	1100 Wilson Boulevard, Suite 3000		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3137742	EMERGENCY PHYSICIANS DICTATION SERVICES	
Serial Number:	76647331	EMERGENCY PHYSICIANS BILLING SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(415)393-2286		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4153932113		
Email:	racquel.white@bingham.com		
Correspondent Name:	Racquel White		
Address Line 1:	Three Embarcadero Center		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	0000315587		
NAME OF SUBMITTER:	Racquel White		
Signature:	/racquelwhite/		

CH \$65.00 3137742

Date:

11/10/2006

Total Attachments: 5

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SUBORDINATED TRADEMARK SECURITY AGREEMENT

THIS SUBORDINATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of October, 2006 by **MEDICAL CONSULTANTS, INC.**, an Oklahoma corporation ("Grantor"), in favor of **MCG CAPITAL CORPORATION**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (the "Grantee").

WITNESSETH

WHEREAS, Grantor, Grantee and the lenders from time to time party thereto (the "Lenders") are parties to a certain Amended and Restated Credit Facility Agreement dated as of October 31, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Subordinated Security Agreement dated as of October 31, 2006 between Grantor, the ADPI Borrower and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Grantee and the 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 (as defined in the Security Agreement), 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 and Security Agreement. The Credit Agreement and Security 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 Security 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 Security 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 (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Subordination. Until the Payment in Full (as defined in the Intercreditor Agreement) of the Senior Indebtedness (as defined in the Intercreditor Agreement), this Agreement shall be subordinate in the manner and to the extent set forth in the Intercreditor Agreement, and Administrative Agent shall be bound by the provisions of the Intercreditor Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

MEDICAL CONSULTANTS, INC.,
an Oklahoma corporation

By: *K. Goodwin*
Name: *Kenneth R Goodwin*
Title: *President*

Accepted and agreed
As of the date first above written:

MCG CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: E. Peter Malekian
Title: Managing Director

Trademark Security Agreement - MCI

TRADEMARK
REEL: 003426 FRAME: 0829


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

MEDICAL CONSULTANTS, INC.,
an Oklahoma corporation

By: _____
Name: _____
Title: _____

Accepted and agreed
As of the date first above written:

MCG CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: E. Peter Malekian
Title: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
EMERGENCY PHYSICIANS DICTATION SERVICES	3,137,742 [2,022,669]	September 5, 2006

TRADEMARK APPLICATIONs

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
EMERGENCY PHYSICIANS BILLING SERVICES	76/647,331	September 23, 2005