

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Intermedix Technologies, Inc.		11/21/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MCG Capital Corporation, as Administrative Agent		
<b>Street Address:</b>	1100 Wilson Boulevard, Suite 3000		
<b>City:</b>	Arlington		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22209		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3156304	INTERMEDIX	
<b>Serial Number:</b>	78752783	TRIPTIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)393-2286		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4153932113		
<b>Email:</b>	racquel.white@bingham.com		
<b>Correspondent Name:</b>	Racquel White		
<b>Address Line 1:</b>	Three Embarcadero Center		
<b>Address Line 2:</b>	Bingham McCutchen LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	0000315587		
<b>NAME OF SUBMITTER:</b>	Racquel White		
<b>Signature:</b>	/racquelwhite/		

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Date:

11/29/2006

**Total Attachments: 5**

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## SUBORDINATED TRADEMARK SECURITY AGREEMENT

THIS SUBORDINATED TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 21st day of November, 2006 by **INTERMEDIX TECHNOLOGIES, INC.**, a Delaware corporation ("**Grantor**"), in favor of **MCG CAPITAL CORPORATION**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (the "**Grantee**").

### W I T N E S S E T H

WHEREAS, Medical Consultants, Inc., an Oklahoma corporation ("**MCI**"), the ADPI Borrower ("**ADPI Borrower**"; MCI and ADPI Borrower each a "**Borrower**" and collectively, the "**Borrowers**"), 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, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrowers and has guaranteed the obligations of the Borrowers under the Credit Agreement pursuant to that certain Amended and Restated Subordinated Guaranty, dated as of October 31, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty**"); and

WHEREAS, pursuant to the terms of that certain Amended and Restated Subordinated Security Agreement dated as of October 31, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, certain affiliates of Grantor, and Grantee, Grantor has granted to Grantee, for the benefit of Grantee and the Lenders, a security interest in substantially all of the assets of the Grantor including all right, title and interest of the 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 the Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty.

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 Guaranty 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.

**INTERMEDI~~X~~ TECHNOLOGIES, INC.,**  
a Delaware corporation

By:   
Name: Douglas A. Shamon  
Title: Chief Executive Officer

Accepted and agreed  
As of the date first above written:

**MCG CAPITAL CORPORATION,**  
as Administrative Agent

By: \_\_\_\_\_  
Name: **E. Peter Malekian**  
Title: **Managing Director**


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

**INTERMEDIX TECHNOLOGIES, INC.,**  
a Delaware 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>
INTERMEDIX	3,156,304	October 17, 2006

**TRADEMARK APPLICATIONS**

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
TRIPTIX	78,752,783	November 13, 2005