

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
Intermedix Technologies, Inc.		11/21/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		
Street Address:	222 North LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3156304	INTERMEDIX	
Serial Number:	78752783	TRIPTIX	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4782		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312.577.8525		
Email:	terese.scholl@kattenlaw.com		
Correspondent Name:	KATTEN MUCHIN ROSENMAN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Terese Scholl		
Signature:	/Terese Scholl/		
Date:	12/05/2006		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS 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 **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 (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 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 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 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

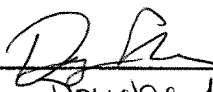
as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (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.

[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.

INTERMEDIX TECHNOLOGIES, INC.,
a Delaware corporation

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

Accepted and agreed
As of the date first above written:

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

By: _____
Name: Faraaz Kamran
Title: Vice President

Trademark Security Agreement - Intermedix

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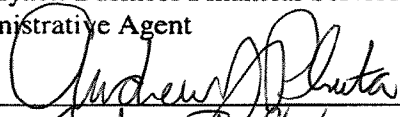
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

INTERMEDIX TECHNOLOGIES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Accepted and agreed
As of the date first above written:

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

By: 
Name: Andrew J. Pluta
Title: Vice President

Trademark Security Agreement - Intermedix

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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