

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CIT Healthcare LLC (f/k/a Healthcare Business Credit Corporation), as agent		12/14/2006	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	One Call Medical, Inc.
<b>Street Address:</b>	P.O. Box 614, 20 Waterview Blvd
<b>City:</b>	Parsippany
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07054
<b>Entity Type:</b>	CORPORATION: NEW JERSEY

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2184258	OCM ONE CALL MEDICAL INC
Registration Number:	2077022	YOUR PARTNER IN MANAGED CARE OCM
Registration Number:	2073376	ONE CALL MEDICAL
Registration Number:	2504449	THE CONNECTION TO QUALITY
Registration Number:	2071411	YOUR PARTNER IN MANAGED CARE

**CORRESPONDENCE DATA**

**Fax Number:** (312)863-7806  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 312-863-7198  
**Email:** nancy.brougher@goldbergkohn.com  
**Correspondent Name:** Nancy Brougher c/o Goldberg Kohn  
**Address Line 1:** 55 East Monroe Street  
**Address Line 2:** Suite 3700  
**Address Line 4:** Chicago, ILLINOIS 60603

OP \$140.00 2184258

ATTORNEY DOCKET NUMBER:	4975.038
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	01/19/2007
Total Attachments: 4 source=One Call Medical Trademark Release#page1.tif source=One Call Medical Trademark Release#page2.tif source=One Call Medical Trademark Release#page3.tif source=One Call Medical Trademark Release#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN SPECIFIC TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN SPECIFIC TRADEMARKS (the "Termination and Release"), dated December 14, 2006, executed by CIT Healthcare LLC (f/k/a Healthcare Business Credit Corporation), as agent ("Agent") under that certain Second Amended and Restated Loan and Security Agreement dated as of August 25, 2003 (as amended, supplemented or otherwise modified from time-to-time, the "Credit Agreement") among One Call Medical, Inc. (the "Borrower"), the lenders party thereto (the "Lenders") and the Agent, pursuant to which the Agent is terminating and releasing all of its security interests in the Released Trademarks (as defined below).

WHEREAS, Agent previously entered into a Patents, Trademarks, Copyrights and Licenses Security Agreement ("Trademarks") dated as of August 25, 2003, with the Borrower, which was recorded in the United States Patent and Trademark Office on October 3, 2003 at reel/frame no. 2845/0050 (as amended, supplemented or otherwise modified from time-to-time, the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement included a pledge and grant of security interest in and to the Trademarks (as defined in the Trademark Security Agreement) including without limitation the Trademarks owned or used by Pledgor set forth in Exhibit A hereto (the "Released Trademarks");

WHEREAS, the Borrower and certain of their affiliates are entering into certain new credit facilities to be established on or around the date hereof (the "New Credit Facilities") with Madison Capital Funding LLC, as administrative agent;

WHEREAS, in connection with the Credit Agreement and the establishment of the New Credit Facilities, the Borrower has requested that the Agent terminate and release its security interest in the Released Trademarks and the Agent has agreed to such termination and release;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Agent and the Borrower hereby agree as follows:

1. The Agent hereby terminates and releases all of the Agent's security interest in the Released Trademarks.
2. The Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Termination and Release.
3. This Termination and Release may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Specific Trademarks to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the date first mentioned above.

AGENT

CIT HEALTHCARE LLC (f/k/a Healthcare Business Credit Corporation), as agent

By EC McGugan  
Name: Edward McGugan  
Title: Vice President

ACKNOWLEDGED AND ACCEPTED BY:

ONE CALL MEDICAL, INC.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Specific Trademarks to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the date first mentioned above.

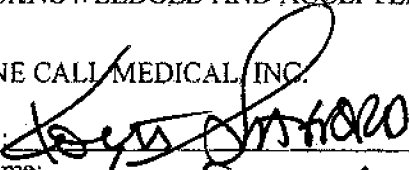
AGENT

CIT HEALTHCARE LLC (f/k/a Healthcare Business Credit Corporation), as agent

By \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND ACCEPTED BY:

ONE CALL MEDICAL, INC.

By:   
Name: KENT SAFFORD  
Title: CEO

**Exhibit A**

**Trademarks to Be Released**

<b>Serial Number</b>	<b>Registration Number</b>	<b>Owner</b>	<b>Trademark</b>
75-383,054	2,184,258	One Call Medical, Inc.	OCM ONE CALL MEDICAL INC & design
75-040,540	2,077,022	One Call Medical, Inc.	OCM YOUR PARTNER IN MANAGED CARE (Stylized)
75-040,539	2,073,376	One Call Medical, Inc.	ONE CALL MEDICAL
76-196,455	2,504,449	One Call Medical, Inc.	THE CONNECTION TO QUALITY
75-064,209	2,071,411	One Call Medical, Inc.	YOUR PARTNER IN MANAGED CARE