

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
ADVANCED DATA PROCESSING, INC.		03/20/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MCG CAPITAL CORPORATION as Administrative Agent for the Lenders party to the Credit Agreement		
Street Address:	1100 Wilson Boulevard		
Internal Address:	Suite 3000		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77094406	ADVANCED DATA PROCESSING, INC.	
Serial Number:	77094448		
CORRESPONDENCE DATA			
Fax Number:	(415)393-2286		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-393-2530		
Email:	sharli.colladay@bingham.com		
Correspondent Name:	Sharli L.Colladay, Bingham McCutchen LLP		
Address Line 1:	Three Embarcadero Center		
Address Line 4:	San Francisco, CALIFORNIA 94111-4067		
ATTORNEY DOCKET NUMBER:	0000315587 - MCG CAPITAL		
NAME OF SUBMITTER:	Mary Dougherty		

CH \$65.00 77094406

Signature:

/Mary Dougherty/

Date:

03/27/2007

Total Attachments: 5

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SUBORDINATED TRADEMARK SECURITY AGREEMENT

THIS SUBORDINATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of March 20, 2007 by **ADVANCED DATA PROCESSING, 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").

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 Medical Consultants, Inc., an Oklahoma corporation, Grantor 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.

ADVANCED DATA PROCESSING, INC.,
a Delaware corporation

By: 
Name: Doug Shamen
Title: President and CEO

Accepted and agreed
As of the date first above written:

MCG CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

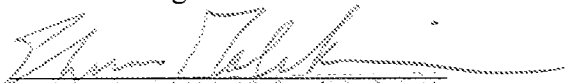
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ADVANCED DATA PROCESSING, 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: A. FRANK HALLINAN
Title: MANAGING DIRECTOR

SCHEDULE 1

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
ADVANCED DATA PROCESSING, INC.	77/094,406	January 30, 2007
ADPI's company logo	77/094,448	January 30, 2007