

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
Rockport Community Network, Inc.		07/02/2007	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc., as Administrative Agent
Street Address:	222 North LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2844282	ROCKPORT HEALTHCARE GROUP, INC.
Registration Number:	3166220	ROCKPORT HEALTHCARE GROUP
Registration Number:	3211829	BRIDGEPORT
Serial Number:	78748600	BRIDGEPORT
Registration Number:	2855560	ROCKPORT UNITED NETWORK
Registration Number:	2796907	ROCKPORT
Serial Number:	76430440	INFORMEDCARE

CORRESPONDENCE DATA

Fax Number: (312)902-1061
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 577-8034
 Email: oscar.ruiz@kattenlaw.com
 Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
 Address Line 1: 525 West Monroe

CH \$190.00 2844282

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 332658-54

NAME OF SUBMITTER: Oscar Ruiz

Signature: /Oscar Ruiz/

Date: 07/05/2007

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 2nd day of July, 2007 by Rockport Community Network, Inc., a Nevada 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 (defined below) ("Grantee").

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement dated as of March 2, 2007 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Joinder to Security Agreement dated as of July [2], 2007 by Grantor with respect to that certain Security Agreement dated as of March 2, 2007 between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of 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.

[Signature Pages Follow]

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


ROCKPORT COMMUNITY NETWORK, INC.

By: *Frank Vidrik*
Name: Frank Vidrik
Its: President and CEO

Trademark Security Agreement

Agreed and Accepted
As of the Date First Written Above






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

By: 
Its: _____
Luis Viera
Vice Preside...

Trademark Security Agreement

TRADEMARK
REEL: 003574 FRAME: 0382

SCHEDULE 1

Service Mark	Reg. No	Reg. Date	Ser. No	Filed	Status
	2,844,282	05-25-2004	76-433,070	07-22-2002	Live
					Live
	3,166,220 (prior registration 2,844,282)	10-31-2006	78-500,882	10-15-2004	Live
					Live
	3,211,829	02-20-2007	78-500,879	10-15-2004	Live
	Applied For	Applied For	78-748,600	11-07-2005	Live
ROCKPORT UNITED NETWORK	2,855,560	06-22-2004	76-430,438	07-15-2002	Live
ROCKPORT	2,796,907	12-23-2003	76-430-441	07-15-2002	Live
INFORMEDCARE	Abandoned	Abandoned	76-430,440	07-15-2002	Dead