

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
COALITION AMERICA, INC.		01/31/2008	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent		
Street Address:	222 N. LaSalle Street		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2671038	COALITION AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(312)577-8756		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-577-8348		
Email:	cheryle.stone@kattenlaw.com		
Correspondent Name:	Cheryle Stone c/o Katten Muchin		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	332658-00061		
NAME OF SUBMITTER:	Cheryle A. Stone		
Signature:	/Cheryle A. Stone/		

CH \$40.00 2671038

Date:

02/01/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 31st day of January, 2008 by COALITION AMERICA, INC., a Georgia 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) (in such capacity, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, PlanCare America, LLC, a Georgia limited liability company ("PlanCare"), CCB Acquisition, LLC, a Delaware limited liability company ("CCB"; CCB, Grantor and PlanCare are referred to herein, individually and collectively, as the case may require, as the "Borrower"), Grantee and the Lenders from time to time party thereto are parties to a Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit made or to be made to the Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement of even date herewith between Grantor, the other debtors party thereto 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 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 and the other Financing Documents.

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 Security Agreement; Defined Terms. The 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 Credit 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 and mortgage 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.

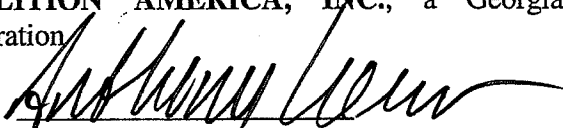
3. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

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

COALITION AMERICA, INC., a Georgia corporation

By:




Name: Anthony Levinson

Its: Chief Financial Officer

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: 
Name: R. Thomas Ryan
Its: Vice President

Trademark Security Agreement – Coalition America, Inc.

TRADEMARK
REEL: 003709 FRAME: 0869

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
COALITION AMERICA	76138298	9/28/2000	2671038	1/7/2003

Trademark Security Agreement – Coalition America, Inc.

RECORDED: 02/01/2008

**TRADEMARK
REEL: 003709 FRAME: 0870**