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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONTEXO MEDIA LLC		103/10/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CONTEXO INVESTMENTS LLC	
Street Address:	2070 E. Arbor Lane	
City:	Salt Lake City	
State/Country:	UTAH	
Postal Code:	84117	
Entity Type:	LIMITED LIABILITY COMPANY: UTAH	

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78650552	CONTEXO
Serial Number:	78687982	CONTEXO MEDIA
Registration Number:	2634381	THE MEDICAL MANAGEMENT INSTITUTE
Registration Number:	3019054	DEDICATED TO THE BUSINESS OF MEDICINE
Registration Number:	2435433	IPRACTICE.MD
Registration Number:	2841963	CERTIFIED PROFESSIONAL CODER
Registration Number:	2932025	CPC
Registration Number:	2841962	REGISTERED MEDICAL CODER
Registration Number:	2986597	ASSOCIATION OF REGISTERED MEDICAL PROFESSIONALS
Registration Number:	2754549	THE CODING INSTITUTE
Registration Number:	2932026	RMC
Registration Number:	1652057	MEDICARE ADVISORY

CORRESPONDENCE DATA

TRADEMARK REEL: 003750 FRAME: 0189

900103014

Fax Number: (801)532-7543

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (801) 532-1500

Email: rmadsen@rqn.com

Correspondent Name: Richard H. Madsen, II

Address Line 1: 36 South State Street, Suite 1400
Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	39186-2
NAME OF SUBMITTER:	Richard H. Madsen, II
Signature:	/Richard H. Madsen, II/
Date:	04/01/2008

Total Attachments: 4

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> TRADEMARK REEL: 003750 FRAME: 0190

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 10, 2008, is made by Contexo Media LLC ("<u>Grantor</u>"), in favor of Contexo Investments LLC, as Secured Party, together with its successors and permitted assigns, the "<u>Secured Party</u>").

WITNESSETH:

WHEREAS, pursuant to the First Subordinated Contexo Investments Note (as defined in the Security Agreement identified below) and the Second Subordinated Contexo Investments Notes (as defined in the Security Agreement identified below) made, as applicable, by Contexo Holdings LLC, Contexo Media LLC, and Medical Management Institute, Inc. (the "Companies") in favor of Secured Party, as each may be amended, modified, replaced, substituted or renewed from time to time, the Secured Party has or will extend credit to the Companies upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Security Agreement, dated as of March 10, 2008 in favor of Secured Party (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Secured Party as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Secured Party for the benefit of the Purchasers, and grants to the Secured Party a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

TRADEMARK
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- Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with Grantor's Trademarks and IP Licenses subject to a security interest hereunder.
- Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CONTEXO MEDIA LLC, as a Grantor

Mame: Kevin Marcum

Title: Chief Executive Officer

ACCEPTED AND AGREED as of the date first above written:

CONTEXO INVESTMENTS, LLC, as Secured Party

Name: Kevin Marcum Title: Sole Member

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Registration Number
Contexo	Pending
Contexo Media	Pending
The Medical Management Institute	2,634,381
Dedicated to the Business of Medicine	3,019,054
ipractice.md	2,435,433
Certified Professional Coder	2,841,963
CPC	2,932,025
Registered Medical Coder	2,841,962
Association of Registered Medical Professionals	2,986,597
The Coding Institute	2,754,549
RMC	2,932,026
Medicare Advisory	1,652,057

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RECORDED: 04/01/2008

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