

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Caremedic Systems Inc.		05/21/2008	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GE Financial Services Inc.
<b>Street Address:</b>	2 Bethesda Metro Center
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	INC. ASSOCIATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	78354921	ACCELERATAR
Serial Number:	78355526	ALLPAYAR
Serial Number:	76308729	CAREMEDIC SYSTEMS
Serial Number:	78380320	COMPLYAR
Serial Number:	78380375	RESOLVAR
Serial Number:	78355129	SECONDPAYAR
Serial Number:	77207479	ACCELERATEAR
Serial Number:	77224850	AUTOMATAR
Serial Number:	77225048	IMAGEAR
Serial Number:	77225040	MEDICARERT
Serial Number:	77225060	OPTIMIZEAR
Serial Number:	77207500	RESOLVEAR
Serial Number:	77207505	SECONDARYGOLD

CH \$365.00 78354921

Serial Number:

77225047

VERIFYAR

**CORRESPONDENCE DATA**

Fax Number: (212)894-5803

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

Phone: 212-940-8567

Email: janu.sivanesan@kattenlaw.com

Correspondent Name: Janu Sivanesan

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Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

332658-00026

NAME OF SUBMITTER:

Janu Sivanesan

Signature:

/js/

Date:

06/06/2008

**Total Attachments: 3**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this \_\_\_ day of May, 2008 by CAREMEDIC SYSTEMS, INC., a Delaware corporation ("Grantor") in favor of GE Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

### WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement dated as of September 15, 2005 (as the same has heretofore been amended and as hereafter 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 Security Agreement dated as of September 15, 2005 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;

WHEREAS, Grantor entered into a Trademark Security Agreement with Grantee dated as of September 15, 2005 in connection with the Security Agreement; and

WHEREAS, Grantor is obligated to update the Trademark Security Agreement to reflect new Trademarks pursuant to the Security Agreement and Trademark Security Agreement and desires to amend and restate the Trademark Security Agreement to satisfy such obligations.

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 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 renewals 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 foregoing, 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.

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

CAREMEDIC SYSTEMS, INC., a Delaware corporation

By: Sheila Schweitzer  
Name: Sheila Schweitzer  
Title: CEO

## SCHEDULE I

### TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
ACCELERAT AR <sup>®</sup>	Serial 78/354921 Reg. No. 2917533	11 January 2005
ALLPAY AR <sup>®</sup>	Serial 78/355526 Reg. No. 2923136	1 February 2005
CAREMEDIC SYSTEMS <sup>™</sup>	Serial 76/308729 Reg. No. 2694888	11 March 2003
COMPLY AR <sup>®</sup>	Serial 78/380320 Reg. No. 2923491	1 February 2005
RESOLV AR <sup>SM</sup>	Serial 78/380375 Reg. No. 3053196	31 January 2006
SECOND PAY AR <sup>SM</sup>	Serial 78/355129 Reg. No. 3053193	31 January 2006

### TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
ACCELERATAR	77/207479	15 June 2007
AUTOMATAR	77/224850	09 July 2007
IMAGEAR	77/225048	09 July 2007
MEDICARERT	77/225040	09 July 2007
OPTIMIZEAR	77/225060	09 July 2007
RESOLVEAR	77/207500	15 June 2007
SECONDARYGOLD	77/207505	15 June 2007
VERIFYAR	77/225047	09 July 2007