

07-30-2008



Form TPO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 7/3)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103516649  
**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): (Release of Security by)

U.S. Bank National Association

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other National Association

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance / Execution Date(s):

Execution Date(s) July 22, 2008

- Assignment
- Security Agreement
- Other Release of Security of IP

2. Name and address of receiving party(ies) (Release of Security in favor of)

Additional names, addresses, or citizenship attached?  Yes  No

Name: MSC-Medical Services Company

Internal

Address: \_\_\_\_\_

Street Address: (See Attachment)

City: \_\_\_\_\_

State: \_\_\_\_\_

Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship USA

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76-532367

B. Trademark Registration No.(s)

3,032,665

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

3116/0831 (July 6, 2005)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael Lee, Esq

Internal Address: \_\_\_\_\_

Ropes & Gray LLP

Street Address: One International Place

City: Boston

State: MA Zip: 02110-2624

Phone Number: (617) 951-7745

Fax Number: (617) 951-7050

Email Address: michael.lee@ropesgray.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed FEE 01K

8. Payment information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 061075

Authorized User Name Ropes & Gray LLP

9. Signature: \_\_\_\_\_

7/22/08

Signature

Date

Laura Carlos, Corporate Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**2. Name and Address of Partie(s) Release of Security in Favor of:**

Name: MSC-Medical Services Company (Florida Corporation)

Street Address: 11764-1 Marco Beach Drive

City : Jacksonville

State: Florida

Country: USA Zip: 32224

Name: MCP-MSC Acquisition Inc. (Delaware Corporation)

Street Address: 11764-1 Marco Beach Drive

City : Jacksonville

State: Florida

Country: USA Zip: 32224

## **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Release") is given as of this 22<sup>nd</sup> day of July, 2008, by U.S. BANK NATIONAL ASSOCIATION, a United States National Association, located at 60 Livingston Avenue, St. Paul, MN 55017, as Collateral Agent for the Secured Parties ("Assignor"), in favor of MSC-MEDICAL SERVICES COMPANY, a Florida corporation, located at 11764-1 Marco Beach Drive, Jacksonville, FL 32224, and MCP-MSC ACQUISITION, INC., a Delaware corporation, located at 11764-1 Marco Beach Drive, Jacksonville, FL 32224 (collectively, "Assignee").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Intellectual Property Security Agreement, Security Agreement, or Indenture, as applicable.

**WHEREAS**, MSC-Medical Services Company entered into an Indenture, dated as of June 21, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), with Assignor as indenture trustee;

**WHEREAS**, in order to induce the initial purchaser of the Second Lien Notes to purchase the Second Lien Notes from Issuer and to facilitate the resale of the Second Lien Notes by the initial purchaser thereof, Assignee executed and delivered that certain Security Agreement, dated June 21, 2005, made by Assignee to Assignor (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

**WHEREAS**, under the terms of the Security Agreement, Assignee and Assignor entered into an Intellectual Property Security Agreement, dated as of June 21, 2005;

**WHEREAS**, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on July 6, 2005, at Reel 3116/0831;

**WHEREAS**, pursuant to the Security Agreement and the Intellectual Property Security Agreement, Assignee granted to Assignor a security interest in all of Assignee's right, title and interest in and to the following (the "Collateral");

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; and

**WHEREAS**, the Parties desire that Assignor terminate and release its security interest in all of Assignee's right, title and interest in and to the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully its security interest in all of Assignee's right, title and interest in and to the Collateral, and reassigns and transfers any and all interest that it may have in the Collateral to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to record this Release with the United States Patent and Trademark Office and elsewhere, as necessary in order to memorialize the release of any security interest of Assignor in the Collateral.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its

agents or designees) reasonably requests, at Assignee's expense, in order to confirm this Release and Assignee's right, title, and interest in and to the Collateral.


This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

**ASSIGNOR:**

U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent for the Secured Parties

By:   
Name: Richard Prokosch  
Title: Vice President

Signature Page to Release of Security Interest in IP (US Bank)

**SCHEDULES TO THE  
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**Schedule A. Patents and Patent Applications**

None.

**Schedule B. Trademarks and Service Marks**

<u>Grantor</u>	<u>Property Type</u>	<u>Country</u>	<u>Mark/Domain</u>	<u>Registration/Serial No. and Date Filed</u>
MSC -Medical Services Company	Domain Name		MEDSERVCO.COM	
MSC -Medical Services Company	Trade Name		MSC -Medical Services Company	
MSC -Medical Services Company	Trademark	U.S.	MSC (and Design)	2,999,543/ 76/476575 12/18/02
MSC -Medical Services Company	Trademark	U.S.	Providing a Better Choice	2,873,412/ 76-476345 08/17/04
MSC -Medical Services Company	Trademark	U.S.	Rx MSC Medical Services Company Pharmacy Services (and Design)	2,808,127/ 76-476343 01/27/04
MSC -Medical Services Company	Trademark	U.S.	MSC (and Design)	3,032,665/ 76/532367 07/25/03
MSC -Medical Services Company	Trademark	U.S.	MSC COMP PROCESSING SERVICES	3,243,252/ 76/632,090 02/24/05

**Schedule C. Copyright Registrations and Applications**

None.