

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement to that certain Credit and Guaranty Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nextcare, Inc.		09/11/2008	CORPORATION: DELAWARE
Nextcare Holdings, Inc.		09/11/2008	CORPORATION: DELAWARE
Casa Grande Urgent Care, LLC		09/11/2008	LIMITED LIABILITY COMPANY: ARIZONA
Apache Junction Urgent Care, LLC		09/11/2008	LIMITED LIABILITY COMPANY: ARIZONA
Greenway Urgent Care, LLC		09/11/2008	LIMITED LIABILITY COMPANY: ARIZONA
Chandler Urgent Care, LLC		09/11/2008	LIMITED LIABILITY COMPANY: ARIZONA
Shea Urgent Care, LLC		09/11/2008	LIMITED LIABILITY COMPANY: ARIZONA
Avondale Urgent Care, LLC		09/11/2008	LIMITED LIABILITY COMPANY: ARIZONA
Glendale Urgent Care, LLC		09/11/2008	LIMITED LIABILITY COMPANY: ARIZONA
Sun City Urgent Care, LLC		09/11/2008	LIMITED LIABILITY COMPANY: ARIZONA
Desert Ridge Urgent Care, LLC		09/11/2008	LIMITED LIABILITY COMPANY: ARIZONA
Dana Landing Urgent Care, LLC		09/11/2008	LIMITED LIABILITY COMPANY: ARIZONA
Thomas Road Urgent Care, LLC		09/11/2008	LIMITED LIABILITY COMPANY: ARIZONA
Nextcare Georgia, LLC		09/11/2008	LIMITED LIABILITY COMPANY: DELAWARE
Nextcare North Carolina, LLC		09/11/2008	LIMITED LIABILITY COMPANY: DELAWARE
Nextcare Arizona, LLC		09/11/2008	LIMITED LIABILITY COMPANY: DELAWARE
Nextcare Institute for Clinical Research, LLC		09/11/2008	LIMITED LIABILITY COMPANY: DELAWARE
Phytcare, LLC		09/11/2008	LIMITED LIABILITY COMPANY: DELAWARE

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			COMPANY: DELAWARE
Nextcare Texas, LLC		09/11/2008	LIMITED LIABILITY COMPANY: DELAWARE
Matrix Occupational Health, Inc.		09/11/2008	CORPORATION: DELAWARE
Southwest Phoenix Urgent Care, LLC		09/11/2008	LIMITED LIABILITY COMPANY: ARIZONA
Colorado Urgent Care, LLC		09/11/2008	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P.
Street Address:	600 E. Las Colinas Boulevard, Suite 400
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2164678	NEXTCARE
Registration Number:	3402987	NEXTXPRESS
Registration Number:	3392840	NEXTXPRESS
Registration Number:	3244697	NEXTCARE

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2147581500
 Email: estafford@pattonboggs.com
 Correspondent Name: Elizabeth Stafford, IP Specialist
 Address Line 1: 2001 Ross Avenue; Suite 3000
 Address Line 2: Patton Boggs LLP
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	023714.0140
NAME OF SUBMITTER:	Elizabeth A. Stafford, IP Specialist
Signature:	/Elizabeth A. Stafford/
Date:	09/17/2008

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of September 11, 2008, by NEXTCARE, INC., a Delaware corporation (the “**Company**”), EACH OF THE UNDERSIGNED (together with the Company, the “**Grantors**” and each a “**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent (“**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among the Grantors, Agent and the Lenders party thereto from time to time (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend certain amounts to the Company (the “**Loans**”); and

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Credit Agreement that Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the due and punctual payment in full of the Obligations of each Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Pledge and Security Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (collectively, the “**IP Collateral**”):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “**Copyrights**”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Secured Parties in the IP Collateral.

3. Release. Upon the payment in full of all Secured Obligations, the cancellation or termination of the Commitments, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the IP Collateral shall revert to Grantors. Upon any such termination the Agent shall, at Grantors' expense, execute and deliver to Grantors or otherwise authorize the filing of such documents as Grantors shall reasonably request, including financing statement amendments, termination letters with respect to intellectual property filings, and powers of attorney, in each case to evidence such termination. Upon any disposition of IP Collateral permitted by the Credit Agreement, the Liens granted herein shall be deemed to be automatically released and such IP Collateral shall automatically revert to the applicable Grantor with no further action on the part of any Person. The Agent shall, at Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as Grantors shall reasonably request, in form and substance reasonably satisfactory to the Agent, including financing statement amendments, termination letters with respect to intellectual property filings and powers of attorney, in each case to evidence such release.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Pledge and Security Agreement. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all the

terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

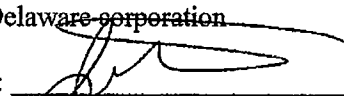
(b) This IP Security Agreement may be executed in any number of counterparts (and by the different parties hereto in different counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement .

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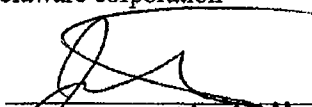
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

NEXTCARE HOLDINGS, INC.,
a Delaware corporation

By: 
Name: JOHN SHUFELDT
Title: CEO

NEXTCARE, INC.,
a Delaware corporation

By: 
Name: John Shufeldt
Title: CEO

CASA GRANDE URGENT CARE, LLC,
an Arizona limited liability company
APACHE JUNCTION URGENT CARE, LLC,
an Arizona limited liability company
GREENWAY URGENT CARE, LLC,
an Arizona limited liability company
CHANDLER URGENT CARE, LLC,
an Arizona limited liability company
SHEA URGENT CARE, LLC,
an Arizona limited liability company
AVONDALE URGENT CARE, LLC,
an Arizona limited liability company
GLENDALE URGENT CARE, LLC,
an Arizona limited liability company
SUN CITY URGENT CARE, LLC,
an Arizona limited liability company
DESERT RIDGE URGENT CARE, LLC,
an Arizona limited liability company
DANA LANDING URGENT CARE, LLC,
an Arizona limited liability company
THOMAS ROAD URGENT CARE, LLC,
an Arizona limited liability company

By: 

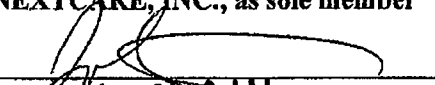
Name:

Title:

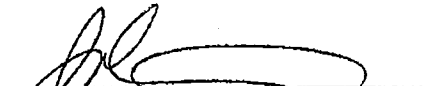
John ShuAldt
Sole Manager

NEXTCARE GEORGIA LLC,
a Delaware limited liability company
NEXTCARE NORTH CAROLINA LLC,
a Delaware limited liability company
NEXTCARE ARIZONA LLC,
a Delaware limited liability company
**NEXTCARE INSTITUTE FOR CLINICAL
RESEARCH LLC,**
a Delaware limited liability company
PHYTCARE LLC,
a Delaware limited liability company
NEXTCARE TEXAS LLC,
a Delaware limited liability company


By: **NEXTCARE, INC., as sole member**

By: 
Name: **John Shufeldt**
Title: **President**

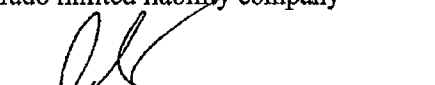
MATRIX OCCUPATIONAL HEALTH, INC.,
a Delaware corporation

By: 
Name: **John Shufeldt**
Title: **President**

**SOUTHWEST PHOENIX URGENT CARE,
LLC,**
an Arizona limited liability company

By: 
Name: **John Shufeldt**
Title: **Director**

COLORADO URGENT CARE, LLC,
a Colorado limited liability company

By: 
Name: **John Shufeldt**
Title: **Chairman + Treasurer**

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights:

None.

Pending Copyright Applications:

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents:

Loan Party	Patent	Country	Registration / Application Number and Date
NextCare, Inc. (as Assignee) Assignor: John J. Shufeldt	Patient Receiving Method	U.S.	11/144,278 06/03/2005 (assigned 09/08/2008)

Pending Patent Applications:

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks:

Loan Party	Trademark	Country	Registration / Application Number and Date
NextCare, Inc.	Nextcare & Design	U.S.	Reg. 2,164,678 06/09/1998
NextCare, Inc.	NextXpress Logo	U.S.	Reg. 3,402,987 03/25/2008
NextCare, Inc.	NextExpress Trademark	U.S.	Reg. 3,392,840 03/04/2008
NextCare, Inc.	Nextcare	U.S.	3,244,697 05/22/2007

SCHEDULE D

DOMAIN NAMES

<u>Domain Name</u>	<u>Record Owner</u>
nextcare.com	NextCare, Inc.
MyPhyTcare.com	NextCare, Inc.
NextCare-AZ.com	NextCare, Inc.
NextCare-CO.com	NextCare, Inc.
NextCareImmediateCare.com	NextCare, Inc.
NextCare-NC.com	NextCare, Inc.
NextCareWalkinCare.com	NextCare, Inc.
PhyTcare.com	NextCare, Inc.