

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HCPPro, Inc.		09/30/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	2325 Lakeview Parkway
Internal Address:	Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3286351	@
Registration Number:	3141651	H@
Registration Number:	1899274	BEACON HEALTH
Registration Number:	1881995	BEACON HEALTH
Registration Number:	1903089	
Registration Number:	1881994	
Serial Number:	78876545	BEACON ACADEMY

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-572-2533
 Email: jbalcita@kslaw.com
 Correspondent Name: King & Spalding LLP
 Address Line 1: Jeffrey P. Balcita

CH \$190.00 3286351

Address Line 2: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09611.009021
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	10/02/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2008, by and between HCPPro, Inc., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 12, 2008, by and among Grantor (as successor by merger to HCPPro Holdings, Inc., successor by merger to HCP Buyer Sub, Inc.), the Persons from time to time party thereto as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement, dated as of February 12, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule A hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; provided, however, that the security interests granted herein shall not extend to, and the term "Trademark Collateral" shall not include "intent-to-use" Trademark applications, in each case until such time as Grantor begins to use such Trademarks.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

[signature pages follow]

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.

HCPRO, INC.

By: Kevin Collins
Name: KEVIN F. COLLINS
Title: CHIEF FINANCIAL OFFICER

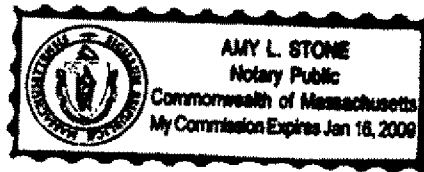
ACKNOWLEDGMENT OF GRANTOR

STATE OF Massachusetts
COUNTY OF Essex) ss.

On this 30 day of September, 2008, before me personally appeared Kevin F. Collins who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HCPRO, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Amy L. Stone
Notary Public

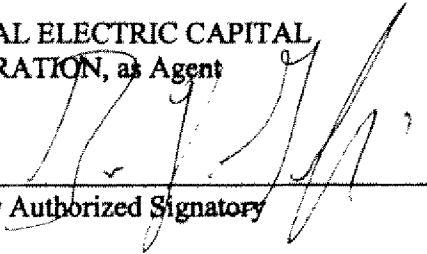
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[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule A
United States Trademark Office Registrations

Owner (Applicant)	Mark	Serial / Reg. No.	Filing Date
Beacon Resource Group, Inc.	Beacon Academy	Serial # 78876545	May 4, 2006
Beacon Resource Group, Inc.	Lighthouses (Design plus words, letters and/or numbers)	Reg # 3286351	Aug. 9, 2006
Beacon Resource Group, Inc.	H@ (Words, Letters and/or numbers in stylized form)	Reg # 3141651	Aug. 30, 2005
Beacon Resource Group, Inc.	Beacon Health (Service Mark)	Reg # 1899274	Mar. 14, 1994
Beacon Resource Group, Inc.	Beacon Health	Reg # 1881995	Mar. 14, 1994
Beacon Resource Group, Inc.	Lighthouse (Design only)	Reg # 1903089	Mar. 14, 1994
Beacon Resource Group, Inc.	Transmitting Tower (Design only)	Reg # 1881994	Mar. 14, 1994