

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Cogent Healthcare, Inc.		11/08/2002	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank-California		
<b>Street Address:</b>	9920 S. La Cienega Blvd., Ste. 1401		
<b>City:</b>	Inglewood		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90301		
<b>Entity Type:</b>	a Texas Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77500853	COGENT ACADEMY	
<b>Registration Number:</b>	3559627	COGENT INFORMATICS	
<b>Registration Number:</b>	3427810	THE COGENT GROUP	
<b>Registration Number:</b>	3351601	COGENT HEALTHCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(734)930-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	734-761-3780		
<b>Email:</b>	asujek@bodmanllp.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek - Bodman LLP		
<b>Address Line 1:</b>	201 S. Division Street, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>ATTORNEY DOCKET NUMBER:</b>	7013-1 COGENT		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		

OP \$115.00 77500853

Signature:	/angela alvarez sujet/
Date:	03/17/2009
Total Attachments: 5 source=Cogent Healthcare_IPSA#page1.tif source=Cogent Healthcare_IPSA#page2.tif source=Cogent Healthcare_IPSA#page3.tif source=Cogent Healthcare_IPSA#page4.tif source=Cogent Healthcare_IPSA#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 8, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and COGENT HEALTHCARE, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and those other Borrowers described therein (collectively with Grantor, "Borrowers", each a "Borrower")(the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and Borrowers dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrowers obligations under the Loan Agreement and all other agreements now existing or hereafter arising between a Borrower and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure each Borrower's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between a Borrower and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

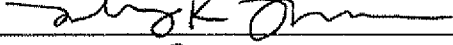
GRANTOR:

COGENT HEALTHCARE, INC.

Address of Grantor:

2600 Michelson Drive, Suite 1400  
Irvine, CA 92612

Attn: Chief Executive Officer

By:   
Title: CFO


BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401  
Inglewood, CA 90301

Attn: Manager

By:   
Title: Commercial Banking Officer

**EXHIBIT A**

**U.S. COPYRIGHTS**

Title	Reg. No.	Reg. Date
Cogent Healthcare reference guide, Feb. 2002	TX5567848	6/12/02

**EXHIBIT B**

**U.S. PATENTS**

None.

**EXHIBIT C**

**U.S. TRADEMARKS**

Mark	App. No.	Reg. No.	Filing Date	Reg. Date
COGENT ACADEMY	77/500853	n/a	6/17/08	n/a
COGENT INFORMATICS	77/248904	3,559,627	8/7/07	1/13/09
THE COGENT GROUP	77/141327	3,427,810	3/27/07	5/13/08
COGENT HEALTHCARE	77/141348	3,351,601	3/27/07	12/11/07