

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Medical Management, LLC f/k/a U.S. Medical Management, Inc.		06/18/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 W. Six Mile Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3150162	VISITING PHYSICIANS ASSOCIATION
Serial Number:	77661318	VPA
Serial Number:	77661356	BRINGING INTEGRATED HEALTH CARE HOME
Serial Number:	77737269	
Serial Number:	77737215	PINNACLE SENIOR CARE HOME IS WHERE YOUR HEALTHCARE IS
Serial Number:	77737043	HOME IS WHERE YOUR HEALTHCARE IS
Registration Number:	3578777	OPTIMUM BALANCE
Registration Number:	2916887	VPA

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 734-761-3780

OP \$215.00 3150162

900137658

**TRADEMARK
 REEL: 004015 FRAME: 0687**

Email: asujek@bodmanllp.com
Correspondent Name: Angela Alvarez Sujek - Bodman LLP
Address Line 1: 201 South Division, Ste 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	07/01/2009

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 18, 2009 is made between U.S. Medical Management, LLC ("Debtor") and Comerica Bank ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement (as amended, modified, revised or restated from time to time, the "Credit Agreement") made as of the 18th day of June, 2009, by and between Secured Party and Debtor, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Debtor and to provide for the issuance of Letters of Credit for the account of the Debtor; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement (All Assets) dated as of June 18, 2009 (as amended, modified, revised or restated from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances or other extensions of credit under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party of a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to Debtor pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and liens established hereby on any Trademark Collateral if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

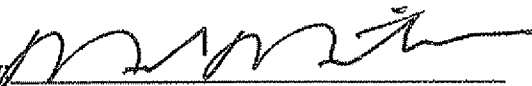
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. The law governing this Agreement shall be as set forth in the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

U.S. MEDICAL MANAGEMENT, LLC

By 

Name: Mark Mitchell

Title: Manager

SECURED PARTY:

COMERICA BANK

By 



Name: Sarah E. Virga


Title: Vice President

SCHEDULE 1.1

TRADEMARK COLLATERAL

Trademarks

Mark	Serial No.	Reg. No.	Filing Date	Reg. Date	Owner
VISITING PHYSICIANS ASSOCIATION	78/602756	3,150,162	4/6/05	9/26/06	U.S. Medical Management, Inc.
VPA	77/661318	N/A	2/2/09	N/A	U.S. Medical Management, Inc.
BRINGING INTEGRATED HEALTH CARE HOME	77/661356	N/A	2/2/09	N/A	U.S. Medical Management, Inc.
	77/737269	N/A	5/15/09	N/A	U.S. Medical Management, Inc.
	77/737215	N/A	5/14/09	N/A	U.S. Medical Management, Inc.
HOME IS WHERE YOUR HEALTHCARE IS	77/737043	N/A	5/14/09	N/A	U.S. Medical Management, Inc.
OPTIMUM BALANCE	77/362283	3,578,777	1/2/08	2/24/09	U.S. Medical Management, Inc.

Mark	Serial No.	Reg. No.	Filing Date	Reg. Date	Owner
	76/410157	2,916,887	5/21/02	1/11/05	U.S. Medical Management, Inc.

Patents

None.

Copyrights

None.