

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
MSC Group, Inc.		07/28/2009	CORPORATION: DELAWARE
SelectMRI Acquisition, LLC		07/28/2009	LIMITED LIABILITY COMPANY: DELAWARE
ZoneCare USA of Delray, LLC		07/28/2009	LIMITED LIABILITY COMPANY: FLORIDA
Optimal Transport, LLC		07/28/2009	LIMITED LIABILITY COMPANY: FLORIDA
O.P.T.I.M.A.L. Communicators, LLC		07/28/2009	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Administrative Agent
Street Address:	340 Madison Avenue
Internal Address:	11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10173
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2808127	RX MSC MEDICAL SERVICES COMPANY PHARMACY SERVICES
Registration Number:	2873412	PROVIDING A BETTER CHOICE
Registration Number:	2999543	MSC
Registration Number:	3032665	MSC
Registration Number:	3243252	MSC COMP PROCESSING SERVICES
Serial Number:	77574364	WE'RE ON IT
Serial Number:	77582559	MSC

OP \$240.00 2808127

Serial Number:	77582570	MSC CARE MANAGEMENT
Serial Number:	77724249	O OPTIMAL CARE TRANSPORTATION & TRANSLATION

CORRESPONDENCE DATA

Fax Number: (617)502-5162
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172485000
Email: kschoff@choate.com
Correspondent Name: Choate, Hall & Stewart LLP
Address Line 1: Two International Place
Address Line 2: Attn: Kell L. Schoff
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2008486-0003
NAME OF SUBMITTER:	Kell L. Schoff
Signature:	/Kell L. Schoff/
Date:	08/06/2009

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 28, 2009, is entered into by and among MSC GROUP, INC., a corporation organized under the laws of the State of Delaware ("MSC"), SELECTMRI ACQUISITION, LLC, a limited liability company formed under the laws of the State of Delaware ("SelectMRI"), ZONECARE USA OF DELRAY, LLC, a limited liability company formed under the laws of the State of Florida ("ZoneCare"), OPTIMAL TRANSPORT, LLC, a limited liability company formed under the laws of the State of Florida ("Transport"), and O.P.T.I.M.A.L. COMMUNICATORS, LLC, a limited liability company formed under the laws of the State of Florida ("Communicators") (MSC, SelectMRI, ZoneCare, Transport, and Communicators, each a "Grantor", and collectively the "Grantors"), and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the benefit of the Lenders (hereinafter, together with its successors and assigns, including any successor administrative agent for the Lenders, the "Agent").

Statement of Facts

A. Pursuant to the Revolving Credit and Security Agreement, dated as of the date hereof among the Grantors, the several financial institutions from time to time party to the Credit Agreement as Lenders thereunder, and the Agent (as amended, amended and restated, modified, or supplemented and in effect from time to time, the "Credit Agreement"), the Lenders have agreed to make Advances and other extensions of credit to the Grantors.

B. In order to induce the Lenders to make Advances and other extensions of credit to the Grantors upon the terms and subject to the conditions contained in the Credit Agreement, the Grantors have agreed to grant to the Agent, for the benefit of the Lenders, continuing security interests in and Liens upon all Intellectual Property, as defined hereafter, of the Grantors in order to secure all of the Obligations.

C. Upon the terms contained in the Credit Agreement, the Grantors have agreed to execute and deliver to the Agent, for the benefit of the Lenders, this Intellectual Property Security Agreement, which is supplemental to the Credit Agreement and shall constitute an Other Document thereunder.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors jointly and severally hereby absolutely, unconditionally and irrevocably agree with the Agent as follows:

1. **Definitions.** All capitalized terms used (including in the Preamble and the Statement of Facts) but not otherwise defined herein shall have the meanings given to them in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) “Intellectual Property” shall mean all of the rights, title and interests of the Grantors in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks and all Mark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantors connected with the use of, or otherwise symbolized by, each Mark, Mark license, Patent, Patent license, Copyright and Copyright license;

(v) all Trade Secret Rights, all Works, Imprints, Manuscripts, Domain Names and all other Intellectual Property; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantors against third parties for past, present or future (A) infringement or dilution of any Mark or any Mark licensed under any Mark license, (B) injury to any goodwill associated with any Mark or any Mark licensed under any Mark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license, or (G) misappropriation, infringement or violation of any Trade Secret Rights or any other Intellectual Property.

(b) “Credit Agreement” shall have the meaning given to such term in the Statement of Facts above.

(c) “UCC” shall mean the Uniform Commercial Code, as enacted and in effect from time to time in the State of Florida.

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC, to the extent that such other terms are used or defined therein. References to the Credit Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof,

whether by way of increase or reduction to any of the commitments or the principal amount of any of the Advances; addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under title 11 of the United States Code, 11 U.S.C. § 101 et seq.), the Grantors hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantors to, in and under all of the Intellectual Property.

3. **Representations and Warranties; Covenants.** The Grantors represent and warrant to the Agent that, as of the Closing Date, the Grantors do not have any ownership interest in, or title to, any registered Mark, Mark application, Patent, Patent application, registered Copyright or Copyright application, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office, the United States Copyright Office and any analogous governmental or administrative agencies in all applicable international and foreign jurisdictions (and Agent is hereby empowered and authorized to so record this Agreement with the United States Patent and Trademark Office, the United States Copyright Office and any analogous governmental or administrative agencies in all applicable international and foreign jurisdictions), and the filing of appropriate financing statements in the state of organization or formation of the applicable Grantor, perfected Liens in favor of the Agent on, the Grantors' Marks, Patents, and Copyrights. The Grantors hereby covenant and agree that promptly upon the acquisition by, registration of, issuance to or filing by Grantors of any new registered Mark, Mark application, Patent, Patent application, registered Copyright or Copyright application, Grantors shall promptly deliver written notice of such event to Agent, which such notice shall include an amended and restated Schedule I, Schedule II and Schedule III (as applicable). All such newly acquired, registered, issued and/or filed Intellectual Property shall automatically become part of the Intellectual Property hereunder, and Agent shall be empowered and authorized to record a further copy of this Intellectual Property Security Agreement together with such amended and restated Schedule I, Schedule II and Schedule III (as applicable) with the United States Patent and Trademark Office, the United States Copyright Office and/or any analogous governmental or administrative agencies in all applicable international and foreign jurisdictions without further consent of or signatures from Grantors, and there shall be no need to re-execute, amend or restate this Intellectual Property Security Agreement in connection therewith.

4. **Credit Agreement.** The security interests and Liens granted by the Grantors to the Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with, and as a supplement to, the security interests and Liens granted by the Grantors to the Agent pursuant to the Credit Agreement and the Other

Documents, and are not intended in any way to limit such security interests and Liens under the Credit Agreement and the Other Documents. The rights and remedies of Agent under this Intellectual Property Security Agreement, the Credit Agreement, the Other Documents and under Applicable Law (including the UCC) with respect to the Intellectual Property shall be cumulative and not alternative, and the exercise of any such rights or remedies shall not preclude the exercise of any other such rights or remedies, all of which may be exercised independently, in such order and from time to time, all as Agent may elect in its discretion.

5. **Additional Grantors.** Any Person who becomes a Borrower or a Guarantor (other than Holdings) under the Credit Agreement ("Additional Grantors") may from time to time hereafter become party to and bound by this Intellectual Property Security Agreement by executing a supplement to this Intellectual Property Security Agreement or a joinder agreement with respect to this Intellectual Property Security Agreement, (in each case) in form and substance reasonably satisfactory to the Agent, and there shall be no need to re-execute, amend or restate this Intellectual Property Security Agreement in connection therewith. Upon such execution and delivery of this Intellectual Property Security Agreement by any Additional Grantor, such Additional Grantor shall be deemed to have granted the security interests and Liens in its Intellectual Property and to have made the representations and warranties set forth in this Intellectual Property Security Agreement, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Intellectual Property Security Agreement as of the date hereof, and the Agent shall be entitled to all of the benefits of such Additional Grantor's Obligations hereunder.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets or should any other event or circumstance of the types described in Section 10.7 or 10.8 of the Credit Agreement occur with respect to any Grantor, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or

other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

8. **Termination; Release.** Notwithstanding any contrary term contained in Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon indefeasible payment in full in cash of all of the Obligations and termination of the Credit Agreement and any and all commitments of any Lender to make Advances or otherwise extend credit to Grantors thereunder. Upon any termination of the Liens created hereunder in accordance with the foregoing sentence, the Agent shall, at the sole cost and expense of the Grantors, promptly execute and deliver to the Grantors such documents as are reasonably necessary to evidence the termination of the Liens created hereby.

9. **Power of Attorney.** Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns (including any successor administrative agent for Lenders), and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of Grantor any supplement to this Intellectual Property Security Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property of Grantors provided for herein and (ii) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale, license or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, sell, transfer title in, license or otherwise dispose of any of the Intellectual Property of such Grantor, and in each case under clauses (i) or (ii) to file with the United States Patent and Trademark Office, the United States Copyright Office and/or any analogous governmental or administrative agencies in all applicable international and foreign jurisdictions in the name of and on behalf of such Grantor any such supplement, agreement, document, instrument, assignment or bill of sale executed by Agent, its successors and assigns (including any successor administrative agent for Lenders), and any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement. This power of attorney is coupled with an interest and is and shall be irrevocable.

10. **Choice of Law And Venue; Jury Trial Waiver.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA. EACH OF THE AGENT AND EACH GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED**

INSTRUMENT OR OTHER DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 12.3 AND SECTION 16.1 OF THE CREDIT AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

11. **Expenses.** In the event that the Grantors shall fail to comply with the provisions of this Intellectual Property Security Agreement or any Other Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Agent may, but shall not be required to, effect such compliance on behalf of the Grantors, and the Grantors shall reimburse the Agent for all of the reasonable costs and expenses thereof on demand by the Agent.

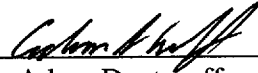
12. **Delivery by Facsimile or Electronic Mail.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile or electronic mail shall be as effective as delivery of manually executed counterparts of this Intellectual Property Security Agreement.

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IN WITNESS WHEREOF, the Grantors have caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

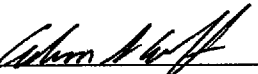
GRANTORS:

MSC GROUP, INC.

By: 
Name: Adam Doctoroff
Title: Vice President


SELECTMRI ACQUISITION, LLC

By: MSC Group, Inc., its sole member

By: 
Name: Adam Doctoroff
Title: Vice President

ZONECARE USA OF DELRAY, LLC

By: MSC Group, Inc., its sole member

By: 
Name: Adam Doctoroff
Title: Vice President

OPTIMAL TRANSPORT, LLC

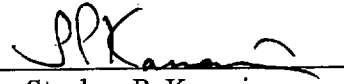
By: 
Name: Adam Doctoroff
Title: Vice President

O.P.T.I.M.A.L. COMMUNICATORS, LLC

By: 
Name: Adam Doctoroff
Title: Vice President

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Stephen P. Kanarian
Title: Senior Vice President

Schedule I

Marks; Mark Licenses

<u>Title:</u>	<u>Filing Date:</u>	<u>App. No.:</u>	<u>Issue Date:</u>	<u>Reg. No.:</u>	<u>Country:</u>
RX MSC Medical Services Company Pharmacy Services	12/18/02		1/27/04	2,808,127	USA
Providing a Better Choice	12/18/02		8/17/04	2,873,412	USA
MSC	12/18/02		9/27/05	2,999,543	USA
MSC	7/25/03		12/20/05	3,032,665	USA
MSC Comp Processing Services	2/24/05		5/22/07	3,243,252	USA
We're On It	9/19/08	77/574,364			USA
MSC	9/30/08	77/582,559			USA
MSC Care Management	9/30/08	77/582,570			USA
O Optimal Care Transportation and Translation	4/28/09	77/724,249			USA

Schedule II

Patents; Patent Licenses

None.

Schedule III

Copyrights; Copyright Licenses

None.