

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--------------------------------------|--|---|-------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | Trademark Security Agreement - First Lien | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Managed Health Care Associates, Inc. | | 08/01/2007 | CORPORATION: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Bear Stearns Corporate Lending, Inc., as First Lien Collateral Agent | | |
| Street Address: | c/o JPMorgan Chase Bank, N.A. | | |
| Internal Address: | 270 Park Avenue, 4th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1337114 | MEDECON | |
| Registration Number: | 2140771 | RXPERTISE | |
| Registration Number: | 2436075 | SCP SYSTEMS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)455-2502 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (212) 455-7976 | | |
| Email: | ksolomon@stblaw.com | | |
| Correspondent Name: | Mindy M. Lok, Esq. | | |
| Address Line 1: | Simpson Thacher & Bartlett LLP | | |
| Address Line 2: | 425 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10017 | | |
| ATTORNEY DOCKET NUMBER: | 009350/0343 | | |

OP \$90.00 1337114

900145574

**TRADEMARK
 REEL: 004080 FRAME: 0499**

| | |
|--|--------------|
| NAME OF SUBMITTER: | Mindy M. Lok |
| Signature: | /ml/ |
| Date: | 10/19/2009 |
| Total Attachments: 8 source=MHA199#page1.tif source=MHA199#page2.tif source=MHA199#page3.tif source=MHA199#page4.tif source=MHA199#page5.tif source=MHA199#page6.tif source=MHA199#page7.tif source=MHA199#page8.tif | |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2007, each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Bear Stearns Corporate Lending, Inc., as First Lien Collateral Agent (in such capacity, the "First Lien Collateral Agent").

A. Reference is made to the First Lien Credit Agreement dated as of August 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Initial Borrower, Borrower, Holdings, the lenders from time to time party thereto, BSCL, as Administrative Agent and First Lien Collateral Agent, and the other Agents named therein.

B. Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Credit Agreement and the Collateral Agreement referred to therein and

C. All the Grantors are party to a Guarantee and Collateral Agreement of even date herewith in favor of the First Lien Collateral Agent (the "Collateral Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

D. The undersigned is executing this Agreement in accordance with the requirements of the Credit Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit.

Accordingly, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the First Lien Collateral Agent for the benefit of the First Lien Secured Parties, and grants to the First Lien Collateral Agent for the benefit of the First Lien Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those U.S. Trademark registrations and applications referred to on Schedule I hereto;

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

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding any provision of this Trademark Security Agreement to the contrary, the grant of security interest hereunder does not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all U.S. Trademark applications

that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

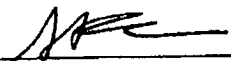
SECTION 2. Collateral Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Collateral Agent pursuant to the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The First Lien Collateral Agent and each Grantor intend that this Trademark Security Agreement is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Collateral Agreement, which govern the First Lien Collateral Agent's interest in the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, each 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.

DCMH ACQUISITION 2, INC.

By: 
Name: Ari Benacerraf
Title: Vice President

**MANAGED HEALTH CARE ASSOCIATES,
INC.**

(Immediately following the consummation of the Mergers as successor by operation of law to all of the rights and obligations of DCMH Acquisition 2, Inc.)

By: _____
Name: Stephen J. Andrew
Title: Chief Operating Officer

CHICAGO HEALTHCARE CORP.

(Immediately following the consummation of the Mergers)

By: _____
Name: Stephen J. Andrew
Title: Chief Operating Officer

**DIRECT MEDICAL EQUIPMENT AND
SUPPLIES, INC.**

By: _____
Name: Stephen J. Andrew
Title: Chief Operating Officer

Signature Page to the First Lien Trademark Agreement


IN WITNESS WHEREOF, each 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.

DCMH ACQUISITION 2, INC.

By: _____
Name: Ari Benacerraf
Title: Vice President

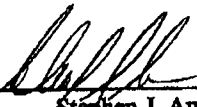
MANAGED HEALTH CARE ASSOCIATES, INC.

(Immediately following the consummation of the Mergers as successor by operation of law to all of the rights and obligations of DCMH Acquisition 2, Inc.)

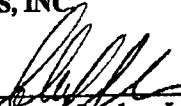
By:  _____
Name: Stephen J. Andrew
Title: Chief Operating Officer

CHICAGO HEALTHCARE CORP.

(Immediately following the consummation of the Mergers)

By:  _____
Name: Stephen J. Andrew
Title: Chief Operating Officer

DIRECT MEDICAL EQUIPMENT AND SUPPLIES, INC.

By:  _____
Name: Stephen J. Andrew
Title: Chief Operating Officer

Signature Page to the First Lien Trademark Agreement

MHA LONG TERM CARE NETWORK, INC.

By: _____

Name: Stephen J. Andrew
Title: Chief Operating Officer

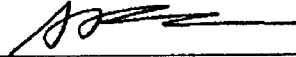
PHARMACEUTICAL BUYERS, INC.

By: _____

Name: Stephen J. Andrew
Title: Chief Operating Officer

Signature Page to the First Lien Trademark Agreement

MHA FINANCE, INC.

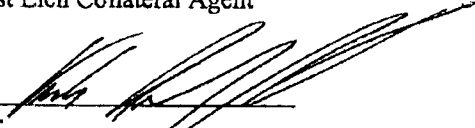
By: 
Name: Ari Benacerraf
Title: Vice President

Signature Page to the First Lien Trademark Agreement

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

BEAR STEARNS CORPORATE LENDING INC.,
as First Lien Collateral Agent

By: 
Name: VICTOR BULZACCHELLI
Title: VICE PRESIDENT

Signature Page to the First Lien Trademark Security Agreement

TRADEMARK
REEL: 004080 FRAME: 0507

Schedule I
to
Trademark Security Agreement
Trademark Registrations

INCLUDE ONLY U.S. REGISTERED INTELLECTUAL PROPERTY

A. REGISTERED TRADEMARKS

| <u>Trademark</u> | <u>Serial/ Registration No.</u> | <u>Filing/ Registration Date</u> |
|------------------|-------------------------------------|--|
| Medecon | 73497653/1337114 | May 21, 1985 |
| Rxpertise | 75250472/2140771 | March 3, 1997 |
| SCP Systems | 75250599/2436075 | March 3, 1997 |

B. TRADEMARK APPLICATIONS

None.