

## 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
EDCare Management, Inc.		12/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77399936	EDCARE	
Serial Number:	77399938	EDCARE	
Serial Number:	77057052	EXCELLENCE IN MEDICAL MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	(404)541-4710		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-815-6565		
Email:	laallen@kilpatrickstockton.com		
Correspondent Name:	Mike Parisi		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	280605		
NAME OF SUBMITTER:	Latosha E. Allen		

TRADEMARK

900150736

REEL: 004120 FRAME: 0232

OP \$90.00 77399936

Signature:	/Latosha E. Allen/
Date:	12/24/2009
<b>Total Attachments: 6</b> source=Trademark Security Agreement (EdCare)#page1.tif source=Trademark Security Agreement (EdCare)#page2.tif source=Trademark Security Agreement (EdCare)#page3.tif source=Trademark Security Agreement (EdCare)#page4.tif source=Trademark Security Agreement (EdCare)#page5.tif source=Trademark Security Agreement (EdCare)#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 23, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION** ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lending Parties (as defined in the Credit Agreement referred to below).

## WITNESSETH:

**WHEREAS**, pursuant to the Credit Agreement, dated as of December 23, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among EDP Holdings, Inc. (the "Borrower"), the parties signatory thereto named therein as Credit Parties (as defined in the Credit Agreement), the parties signatory thereto from time to time as Lending Parties and GE Capital, as Administrative Agent for the Lending Parties, the Lending Parties have severally agreed to make Extensions of Credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty Agreement (as defined in the Credit Agreement) of even date herewith in favor of the Administrative Agent, for itself and the benefit of Lending Parties, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

**WHEREAS**, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lending Parties and the Administrative Agent to enter into the Credit Agreement and to induce the Lending Parties to make their respective Extensions of Credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby grants, collaterally assigns and hypothecates to the Administrative Agent, for itself and the benefit of the Lending Parties, a Lien upon 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 referred to on Schedule 1 hereto;

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

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; excluding any intent-to-use trademark application prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that, and solely during the period, in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark application under applicable law.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for itself and the benefit of the Lending Parties, pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. To the extent of a conflict between the terms of the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall govern and control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

*[Signature pages follow]*

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.

Very truly yours,

**EDCARE MANAGEMENT, INC.,**  
AS GRANTOR

By: 

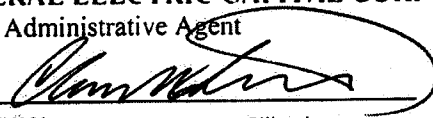
Name: David Schillinger, M.D.

Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By:   
Name: Alan M. Silbert  
Title: Duly Authorized Signatory

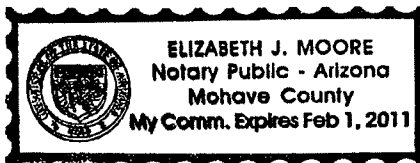
[Signature Page to Trademark Security Agreement]

**Acknowledgment of Grantor**

STATE OF ARIZONA)  
COUNTY OF Mohave) ss

On this 17<sup>th</sup> day of December, 2009 before me personally appeared David Schillinger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Edcore Management, 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.


Elizabeth J. Moore  
Notary Public



[Acknowledgement of Grantor for Trademark Security Agreement]

**Schedule I  
to  
Trademark Security Agreement**

**Trademark Registrations**

<b>Mark</b>	<b>Country</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>
EDCARE	US	77399936 2/19/2008	3605086 4/14/2009	Edcare Management, Inc.
EDCARE 	US	77399938 2/19/2008	3605087 4/14/2009	Edcare Management, Inc.
EXCELLENCE IN MEDICAL MANAGEMENT	US	77057052 12/5/2006	3300265 9/25/2007	Edcare Management, Inc.

[Schedule 1 to Trademark Security Agreement]