

**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>
Physerve Physician Services, Inc.	FORMERLY Medical Edge Healthcare Group, Inc.	01/15/2010	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Funding I, LLC, as administrative agent		
<b>Street Address:</b>	7735 Old Georgetown Road		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77888892	PHYSERVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 609-7838		
<b>Email:</b>	podonoghue@vedderprice.com		
<b>Correspondent Name:</b>	Patricia O'Donoghue, Vedder Price P.C.		
<b>Address Line 1:</b>	222 North LaSalle Street		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	41012.00.00018		
<b>NAME OF SUBMITTER:</b>	Patricia O'Donoghue		
<b>Signature:</b>	/Patricia O'Donoghue/		

CH \$40.00 7788892

**900153710**

**TRADEMARK**  
**REEL: 004142 FRAME: 0145**

Date:

02/02/2010

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of January 15, 2010 by **PHYSERVE PHYSICIAN SERVICES, INC., (f/k/a Medical Edge Healthcare Group, Inc.)**, a Texas corporation ("Grantor"), in favor of MidCap Funding I, LLC, a Delaware limited liability company, in its capacity as administrative agent for the Lenders party to the Credit Agreement (together with its successors and assigns, in such capacity, "Grantee");

### WITNESSETH:

WHEREAS, Grantor, certain affiliates of Grantor who are or may become party to the Credit Agreement as borrowers (together with Grantor, collectively, "Borrowers"), the financial institutions or other entities as may from time to time become parties thereto as lenders (the "Lenders") and Grantee are parties to that certain Credit and Security Agreement dated as of September 1, 2009, as amended (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Borrowers by the Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trade names, trade styles, trade dress, service marks, logos and other business identifiers and, to the extent permitted under applicable law, any applications therefore, whether registered or not (the "Trademarks"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing by Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby assigns and grants to Agent, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior assignment and grant pursuant to the Credit Agreement of, a continuing security interest in, upon and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) All Trademarks, including without limitation each Trademark listed on Schedule I annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

*(Signature Page Follows)*

*(Signature Page to Trademark Security Agreement)*

**IN WITNESS WHEREOF**, intending to be legally bound, and intending that this instrument constitute an instrument executed under seal, the undersigned has duly executed this Agreement under seal as of the date first written above.

**GRANTOR:**

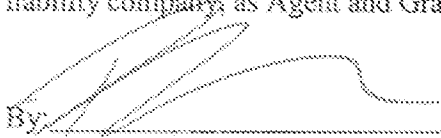
**PHYSERVE PHYSICIAN SERVICES, INC.**,  
(f/k/a Medical Edge Healthcare Group, Inc.), a  
Texas corporation

By: \_\_\_\_\_ (SEAL)  
Carl D. Soderstrom  
President

*(Signature Page to Trademark Security Agreement)*

Agreed and Accepted  
As of the Date First Written Above:

**MIDCAP FUNDING I, LLC**, a Delaware limited  
liability company, as Agent and Grantee

By:  (SEAL)

Brett Robinson  
Managing Director

SCHEDULE 1

TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Date of Application</u>
PhyServe Physician Services, Inc.	PhyServe	77888892	December 8, 2009