

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY INTEREST										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>STX Healthcare Management Services, Inc.</td><td></td><td>12/17/2009</td><td>CORPORATION: DELAWARE</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	STX Healthcare Management Services, Inc.		12/17/2009	CORPORATION: DELAWARE			
Name	Formerly	Execution Date	Entity Type								
STX Healthcare Management Services, Inc.		12/17/2009	CORPORATION: DELAWARE								
RECEIVING PARTY DATA											
Name:	Bank of Montreal, as Administrative Agent										
Street Address:	115 South LaSalle Street										
City:	Chicago										
State/Country:	ILLINOIS										
Postal Code:	60603										
Entity Type:	Chartered Bank: CANADA										
PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Serial Number:</td><td>77869717</td><td>SOUTH TEXAS DENTAL</td></tr></tbody></table>	Property Type	Number	Word Mark	Serial Number:	77869717	SOUTH TEXAS DENTAL					
Property Type	Number	Word Mark									
Serial Number:	77869717	SOUTH TEXAS DENTAL									
CORRESPONDENCE DATA											
Fax Number: (312)803-5299 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: (312) 845-3430											
Email: kalwa@chapman.com											
Correspondent Name: Richard Kalwa											
Address Line 1: 111 West Monroe Street											
Address Line 2: Chapman and Cutler LLP											
Address Line 4: Chicago, ILLINOIS 60603											
ATTORNEY DOCKET NUMBER:	1921576										
NAME OF SUBMITTER:	Richard Kalwa										
Signature:	/richard kalwa/										

900154305

TRADEMARK
REEL: 004146 FRAME: 0670

CH \$40.00 77869717

Date:

02/09/2010

Total Attachments: 4

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TRADEMARK

REEL: 004146 FRAME: 0671

TRADEMARK COLLATERAL AGREEMENT

This 17th day of December, 2009, STX Healthcare Management Services, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 6300 West Loop South, Suite 650, Houston, Texas 77401, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

STX HEALTHCARE MANAGEMENT SERVICES,
INC.

By 
Name R.A. Ferguson III
Title Secretary

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Administrative Agent

By _____
Name _____
Title _____

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

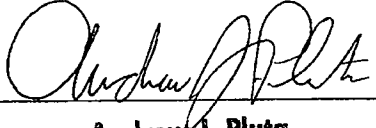
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

STX HEALTHCARE MANAGEMENT SERVICES,
INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Administrative Agent

By  _____
Name **Andrew J. Pluta**
Title **Vice President**

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

PENDING FEDERAL TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILED</u>
SOUTH TEXAS DENTAL	77/869,717	11/10/2009