

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
EMSystems LLC		04/26/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MCG Capital Corporation, as Administrative Agent		
Street Address:	1100 Wilson Boulevard, Suite 3000		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2896824	EMSYSTEMS	
Registration Number:	2301047	EMSYSTEMS	
Registration Number:	2827139	FRONTLINES OF MEDICINE	
CORRESPONDENCE DATA			
Fax Number:	(703)247-7545		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-247-7542		
Email:	rthomas@mcgcapital.com		
Correspondent Name:	Ruth Thomas		
Address Line 1:	1100 Wilson Boulevard, Suite 3000		
Address Line 2:	MCG Capital Corporation		
Address Line 4:	Arlington, VIRGINIA 22209		
NAME OF SUBMITTER:	Ruth A. Thomas		
Signature:	/Ruth A. Thomas/		

OP \$90.00 2896824

900160641

**TRADEMARK
 REEL: 004193 FRAME: 0855**

Date:

04/27/2010

Total Attachments: 5

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SUBORDINATED TRADEMARK SECURITY AGREEMENT

THIS SUBORDINATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 26th day of April, 2010 by EMSYSTEMS LLC, a Delaware limited liability company ("Grantor"), in favor of MCG CAPITAL CORPORATION, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (the "Grantee").

WITNESSETH

WHEREAS, Medical Consultants, Inc., an Oklahoma corporation ("MCI"), the Advanced Data Processing, Inc., a Delaware corporation ("ADPI"; MCI and ADPI each a "Borrower" and collectively, the "Borrowers"), Grantee and the lenders from time to time party thereto (the "Lenders") are parties to a certain Amended and Restated Credit Facility Agreement dated as of October 31, 2006 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrowers and has guaranteed the obligations of the Borrowers under the Credit Agreement pursuant to that certain Subordinated Guaranty dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"); and

WHEREAS, pursuant to the terms of that certain Subordinated Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, certain affiliates of Grantor, and Grantee, Grantor has granted to Grantee, for the benefit of Grantee and the Lenders, a security interest in substantially all of the assets of the Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by the Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty.

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, Grantor agrees as follows:

1. Incorporation of Guaranty and Security Agreement. The Guaranty and the Security 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 Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in 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) each Trademark listed on Schedule 1 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.

3. Subordination. Until the Payment in Full (as defined in the Intercreditor Agreement) of the Senior Indebtedness (as defined in the Intercreditor Agreement), this Agreement shall be subordinate in the manner and to the extent set forth in the Intercreditor Agreement, and Administrative Agent shall be bound by the provisions of the Intercreditor Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

EMSYSTEMS LLC, a Delaware limited liability company

By: 
Name: Douglas Shamon
Title: Chief Executive Officer

Accepted and agreed as of the date first above written:

MCG CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

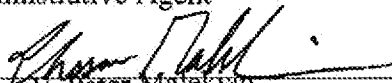
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

EMSYSTEMS LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Accepted and agreed as of the date first above written:

MCG CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: E. Peter Malekian
Title: Managing Director and Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Ser. #</u>	<u>Filing Date</u>	<u>Reg. #</u>	<u>Reg. Date</u>
EMSystems LLC	EMSystems	76530714	7/11/2003	2896824	10/26/2004
EMSystems LLC	EMSystems	75450747	3/16/1998	2301047	12/14/1999
EMSystems LLC	Frontlines of Medicine	76454351	10/1/2002	2827139	3/30/2004

TRADEMARK APPLICATIONS

None.