

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		08/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2896824	EMSYSTEMS	
Registration Number:	2827139	FRONTLINES OF MEDICINE	
Registration Number:	2301047	EMSYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5135		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404 572 4600		
Email:	trademarks@kslaw.com, clee@kslaw.com, vbantug@kslaw.com		
Correspondent Name:	King & Spalding LLP, Charlie Lee		
Address Line 1:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	15009.009018 SEC INT EMS		
NAME OF SUBMITTER:	Vicky R. Bantug, Paralegal		
Signature:	/Vicky R. Bantug/		

OP \$90.00 2896824

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TRADEMARK
REEL: 004265 FRAME: 0376

Date:

08/23/2010

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 23, 2010, by the Grantors listed on the signature page hereto (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement, dated as of August 23, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. The 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 pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to

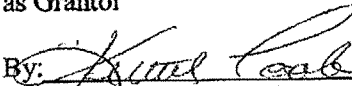
the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement (other than contingent indemnification obligations and letter of credit obligations that have been cash-collateralized in a manner reasonably satisfactory to the Administrative Agent and the L/C Issuer).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

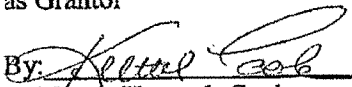
[Signature pages follow.]

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.

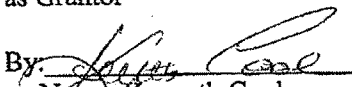
Revenue Rescue, Inc.,
as Grantor

By: 
Name: Kenneth Cooke
Title: Chief Operating Officer

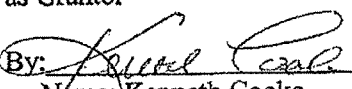
Intermedix Corporation,
as Grantor

By: 
Name: Kenneth Cooke
Title: Chief Operating Officer

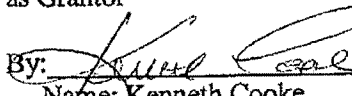
Advanced Data Processing, Inc.,
as Grantor

By: 
Name: Kenneth Cooke
Title: Chief Operating Officer

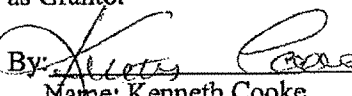
Intermedix Technologies, Inc.,
as Grantor

By: 
Name: Kenneth Cooke
Title: Chief Operating Officer

Medical Consultants, Inc.,
as Grantor


By: 
Name: Kenneth Cooke
Title: Chief Operating Officer

EMSystems LLC,
as Grantor

By: 
Name: Kenneth Cooke
Title: Executive Vice President

[Trademark Security Agreement]

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: **Jonathan Ruschhaupt**
Title: **Duly Authorized Signatory**

[Trademark Security Agreement]

TRADEMARK
REEL: 004265 FRAME: 0381

Schedule I
Trademark Registrations and Use Applications

<u>Registered Owner</u>	<u>Service Mark / Trademark</u>	<u>Registration/ Application No.</u>
REVENUE RESCUE, INC.	FDDATALINK	3561783
INTERMEDIX CORPORATION	INTERMEDIX (WORD AND DESIGN)	3316649
ADVANCED DATA PROCESSING, INC.	ADVANCED DATA PROCESSING, INC.	3301461
ADVANCED DATA PROCESSING, INC.	DESIGN ONLY	3311339
INTERMEDIX TECHNOLOGIES, INC.	TRIPTIX	3248573
MEDICAL CONSULTANTS, INC.	EMERGENCY PHYSICIANS DICTATION SERVICES	3137742
REVENUE RESCUE, INC.	REVENUE RESCUE	3128936
INTERMEDIX CORPORATION	INTERMEDIX (BLOCK LETTERS)	3156304
EMSYSTEMS LLC	EMSYSTEMS	2896824
EMSYSTEMS LLC	FRONTLINES OF MEDICINE	2827139
EMSYSTEMS LLC	EMSYSTEMS	2301047
MEDICAL CONSULTANTS, INC.	EMERGENCY PHYSICIANS BILLING SERVICES	2031295
MEDICAL CONSULTANTS, INC.	EMERGENCY PHYSICIANS DICTATION SERVICES	2022669
MEDICAL CONSULTANTS, INC.	EPDS	1982399
MEDICAL CONSULTANTS, INC.	EPBS	1597793