

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
ISG HOLDINGS, INC.		08/27/2010	CORPORATION: DELAWARE
ISG SERVICES, LLC		08/27/2010	LIMITED LIABILITY COMPANY: DELAWARE
STRATACARE, LLC		08/27/2010	LIMITED LIABILITY COMPANY: DELAWARE
BUNCH AND ASSOCIATES, INC.		08/27/2010	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	303 Peachtree Street
Internal Address:	Twenty-Third Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	banking corporation: GEORGIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2714024	STRATACARE
Registration Number:	2636774	STRATAWARE
Registration Number:	2707685	CAREOLUTIONS
Registration Number:	2738019	CARECONTROL
Registration Number:	2586111	EBILLPRO

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-815-2231
 Email: carolfraser@paulhastings.com

900170442

**TRADEMARK
 REEL: 004268 FRAME: 0883**

CH \$140.00 2714024

Correspondent Name: Carol Fraser, Corporate Paralegal
Address Line 1: 600 Peachtree Street, NE
Address Line 2: Paul Hastings Janofsky & Walker LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	08/27/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 27th day of August, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK, in its capacity as administrative agent for the Lender Group (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 27, 2010 (as amended, restated, supplemented, in whole or in part, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among ISG Services, LLC, a Delaware limited liability company (the "Borrower"), the Persons party thereto from time to time as Guarantors (the "Guarantors"), the financial institutions party thereto as lenders (the "Lenders"), SunTrust Bank, as the Issuing Bank, The Governor and Company of the Bank of Ireland, as Syndication Agent, SunTrust Robinson Humphrey, Inc. and The Governor and Company of the Bank of Ireland, as Joint Lead Arrangers, and Administrative Agent, the Lender Group is willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender Group is willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Security Agreement, dated as of August 27, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Security Interest granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

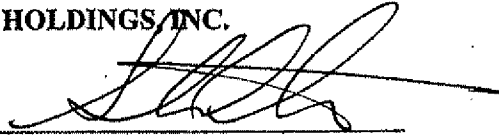
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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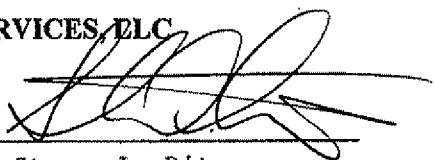
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


ISG HOLDINGS, INC.

By: 
Name: Steven L. Ditman
Title: Chief Financial Officer

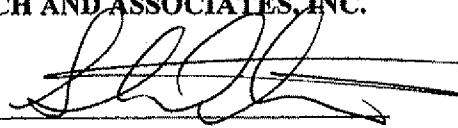
ISG SERVICES, LLC

By: 
Name: Steven L. Ditman
Title: Chief Financial Officer

STRATACARE, LLC

By: 
Name: Steven L. Ditman
Title: Chief Financial Officer

BUNCH AND ASSOCIATES, INC.

By: 
Name: Steven L. Ditman
Title: Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED
BY:**

SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

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.

GRANTORS:

ISG HOLDINGS, INC.

By: _____
Name:
Title:

ISG SERVICES, LLC

By: _____
Name:
Title:

STRATACARE, LLC

By: _____
Name:
Title:

BUNCH AND ASSOCIATES, INC.

By: _____
Name:
Title:

**ACCEPTED AND ACKNOWLEDGED
BY:**

SUNTRUST BANK, as Administrative Agent

By: J. B. Cummings
Name: J. B. Cummings
Title: Vice President

SCHEDULE 1
TRADEMARKS

Trademarks Registrations/Applications

Grantor	Country	Mark	Serial/Registration No.	App/Reg Date
ISG Holdings, Inc.	USA	None	N/A	N/A
ISG Services, LLC	USA	None	N/A	N/A
StrataCare, LLC	USA	StrataCare®	2,714,024	5/6/2003
		StrataWare®	2,636,774	10/15/2002
		CareSolutions®	2,707,685	4/15/2003
		CareControl®	2,738,019	7/15/2003
		EBILLPRO	2,586,111	6/25/2002
Bunch and Associates, Inc.	USA	None	N/A	N/A