

**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>
Home Physicians Management, LLC		03/25/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triangle Capital Corporation		
<b>Street Address:</b>	3700 Glenwood Avenue, Suite 530		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27612		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74692342	HOME PHYSICIANS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)821-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	919-838-2020		
<b>Email:</b>	chazlewood@smithlaw.com		
<b>Correspondent Name:</b>	Carol Hazlewood		
<b>Address Line 1:</b>	P.O. Box 2611		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27602-2611		
<b>ATTORNEY DOCKET NUMBER:</b>	11874.7		
<b>NAME OF SUBMITTER:</b>	Carol Hazlewood		
<b>Signature:</b>	/Carol Hazlewood/		
<b>Date:</b>	03/28/2011		

OP \$40.00 74692342

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of the 25th day of March, 2011, by HOME PHYSICIANS MANAGEMENT, LLC, a Delaware limited liability company (the “Grantor”), in favor of Triangle Capital Corporation, a Maryland corporation, in its capacity as collateral agent pursuant to the Security Agreement (defined below), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “Collateral Agent”).

WHEREAS, the Grantor has, pursuant to that certain Security Agreement dated as of the date hereof (as supplemented from time to time, the “Security Agreement”; capitalized terms used but not defined herein having the meaning assigned to such term in the Security Agreement), granted to the Collateral Agent for the benefit of the Holders from time to time party to the Note Purchase Agreement referred to herein a security interest in and to all of the right, title and interest of such Grantor, in, to and under the Collateral, including with respect thereto, the Trademarks, as collateral security for the payment and performance of the Secured Obligations in full when due; and

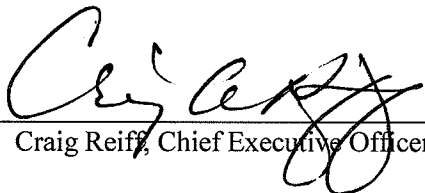
WHEREAS, the Grantor and the Collateral Agent wish to further memorialize the security interest described above as it relates to the registered and pending U.S. federal Trademarks identified in Schedule A, attached hereto and incorporated herein by this reference, and the goodwill attendant thereto and all other rights appurtenant thereto, including but not limited to all causes of action for infringement thereof and all products and proceeds thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Collateral Agent a security interest in and lien on all of its right, title and interest in the Trademarks identified in Schedule A, as collateral security for the payment and performance of the Secured Obligations in full when due.

*[Signature page follows]*

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

**HOME PHYSICIANS MANAGEMENT, LLC**

By:   
Craig Reiff, Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004507 FRAME: 0638**

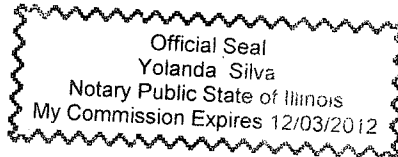
ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois )  
COUNTY OF Cook ) ss.

On this 24 day of March, 2011, before me personally appeared Craig Reiff, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HOME PHYSICIANS MANAGEMENT, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Member and Manager, and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Yolanda Silva  
Notary Public

[seal]



[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004507 FRAME: 0639**

Acknowledged and Agreed:

**TRIANGLE CAPITAL CORPORATION**

By:

  
Matthew A. Young, Vice President

[Signature Page to Trademark Security Agreement]


**TRADEMARK**  
**REEL: 004507 FRAME: 0640**

SCHEDULE A

to

TRADEMARK SECURITY AGREEMENT

United States Registrations:

Service Mark	Registrant	Filing Date	Jurisdiction	Serial #	Status
 <p>The logo for Home Physicians features the word "Home" in a bold, sans-serif font above a square icon. The icon depicts a white house with a black outline, a black stethoscope, and a white heart. Below the icon, the word "PHYSICIANS" is written in a smaller, all-caps, sans-serif font.</p>	Borrower	6/22/1995	United States	74692342	Registered

United States Applications:

None.