

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Notice of Grant of Security Interest in Trademarks (Second Lien)	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ernest Health, Inc.		05/13/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Street Finance Corp., as Administrative Agent		
<b>Street Address:</b>	10 Bank Street		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	White Plains		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10606		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2995535	ERNEST HEALTH	
<b>Serial Number:</b>	85181262		
<b>Serial Number:</b>	85181221	ERNEST HEALTH, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)416-8328		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9192868041		
<b>Email:</b>	pto_tmconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	021363-024 JES		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter		

OP \$90.00 2995535

Signature:	/John E. Slaughter/
Date:	05/23/2011
Total Attachments: 4 source=Second Lien NGSi-T#page1.tif source=Second Lien NGSi-T#page2.tif source=Second Lien NGSi-T#page3.tif source=Second Lien NGSi-T#page4.tif	

**NOTICE**  
**OF**  
**GRANT OF SECURITY INTEREST**  
**IN**  
**TRADEMARKS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Second Lien Security and Pledge Agreement dated as of May 13, 2011 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the GRANTORS thereto (each a "Grantor" and collectively, the "Grantors") and FIFTH STREET FINANCE CORP., in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the holders of the Obligations (as defined in the Security Agreement), the undersigned Grantor has granted a continuing second lien (or, to the extent all obligations under that certain Credit and Guaranty Agreement, dated as of May 13, 2011 by and among, *inter alios* Ernest Health, Inc., as Borrower and CIT Healthcare, LLC, as administrative agent, have been paid in full and the commitments to make additional credit extensions thereunder have been terminated, a first lien) security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Administrative Agent for the holders of the Obligations:

TRADEMARKS

<u>Registered Trademark</u>	<u>Trademark No.</u>	<u>Trademark Registration Date</u>
-----------------------------	----------------------	------------------------------------

See Schedule A attached  
hereto.

TRADEMARK APPLICATIONS


<u>Trademark Applied For</u>	<u>Trademark Application No.</u>	<u>Trademark Application Filing Date</u>
----------------------------------	----------------------------------	--

See Schedule A attached  
hereto.

The Grantors and the Administrative Agent, for the holders of the Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

ERNEST HEALTH, INC.  
a Delaware corporation

By:   
Name: Darby Brockette  
Title: President

Acknowledged and Accepted:

FIFTH STREET FINANCE CORP.,  
a Delaware corporation, as Administrative  
Agent

By: Fifth Street Management LLC, a  
Delaware limited liability company, its  
Agent

By: \_\_\_\_\_  
Name: Bernard D. Berman  
Title: President

The Grantors and the Administrative Agent, for the holders of the Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

ERNEST HEALTH, INC.  
a Delaware corporation

By: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Accepted:

FIFTH STREET FINANCE CORP.,  
a Delaware corporation, as Administrative  
Agent

By: Fifth Street Management LLC, a  
Delaware limited liability company, its  
Agent

By: 

Name: Bernard D. Berman

Title: President

**Schedule A**

**Ernest Health, Inc.  
(Delaware Corporation)**

**U.S. Trademarks**

**Registered Mark**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
ERNEST HEALTH	2995535	09/13/05

**Pending Applications**

<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
Design only	85181262	11/19/10
ERNEST HEALTH, INC. and Design	85181221	11/19/10