

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
CareCentrix, Inc.		09/19/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3373844	CARECENTRIX	
Registration Number:	2636485	CARECENTRIX	
Registration Number:	2583399	CARECENTRIX	
Registration Number:	2700896	CARECENTRIX	
Serial Number:	85222374	HOMESTAR	
CORRESPONDENCE DATA			
Fax Number:	(404)443-5697		
Phone:	704-343-2328		
Email:	lallen@mcguirewoods.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Preston Hurrell, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree St., N.E. Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$140.00 3373844

ATTORNEY DOCKET NUMBER:	2060236-0019 (CARECENTRIX)
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	09/19/2011
Total Attachments: 6 source=CareCentrix - Trademark Security Agreement #page1.tif source=CareCentrix - Trademark Security Agreement #page2.tif source=CareCentrix - Trademark Security Agreement #page3.tif source=CareCentrix - Trademark Security Agreement #page4.tif source=CareCentrix - Trademark Security Agreement #page5.tif source=CareCentrix - Trademark Security Agreement #page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of September 19, 2011, is made by CareCentrix, Inc., a Delaware corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

Whereas, pursuant to the Credit Agreement, dated as of September 19, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the undersigned Grantor, as the Borrower, CareCentrix Holdings Inc., the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

Whereas, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and 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 Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally blank; 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.

Very truly yours,

CARECENTRIX, INC.
AS GRANTOR

By: 
Name: R. Robert LaGalia
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

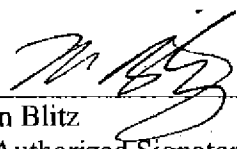
By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004625 FRAME: 0411

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Kevin Blitz
Title: Duly Authorized Signatory


CARECENTRIX, INC.
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 004625 FRAME: 0412

Acknowledgment of Grantor

STATE OF New York)
) ss
COUNTY OF Suffolk)

On this 1st day of September, 2011 before me personally appeared R. Robert LaGalia, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CareCentrix, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said Company, that the said instrument was signed on behalf of said Company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said Company.


Notary Public

PAULA JO VECOUSO-COWAN
Notary Public, State of New York
No. 01VE0243418
Qualified in Suffolk County
Term Expires June 30, 2018

[Acknowledgement of Grantor for Trademark Security Agreement]

TRADEMARK
REEL: 004625 FRAME: 0413

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

REGISTERED TRADEMARKS

Mark	Registration Date	Registration No.	Status	Office
CARECENTRIX & Design	January 22, 2008	3,373,844	Live	USPTO
CARECENTRIX	October 14, 2002	2,636,485	Live	USPTO
CARECENTRIX	June 18, 2002	2,583,399	Live	USPTO
CARECENTRIX	March 25, 2003	2,700,896	Live	USPTO

TRADEMARK APPLICATIONS

Mark	Application Filing Date	Application No.	Status	Office
HOMESTAR	January 20, 2011	85222374	Pending	USPTO