

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
CVR Management, LLC		12/02/2011	LIMITED LIABILITY COMPANY: DELAWARE
CVR Holdco, LLC		12/02/2011	LIMITED LIABILITY COMPANY: DELAWARE
Center for Vein Restoration (MD), LLC		12/02/2011	LIMITED LIABILITY COMPANY: MARYLAND
Center for Vein Restoration (MI), PLLC		12/02/2011	Professional Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3441985	LOVE YOUR LEGS AGAIN!
Serial Number:	85069609	CENTER FOR VEIN RESTORATION LOVE YOUR LEGS AGAIN!

CORRESPONDENCE DATA

Fax Number: (404)443-5697
 Phone: 704-343-2335
 Email: lallen@mcguirewoods.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

900208624

**TRADEMARK
 REEL: 004672 FRAME: 0238**

OP \$65.00 3441985

Correspondent Name: My Ngo, Esq.
Address Line 1: McGuireWoods LLP
Address Line 2: 1230 Peachtree Street N.E., Suite 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2043774-0007 (CVR)
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	12/05/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 2, 2011, is made by CVR Management, LLC, a Delaware limited liability company (the "Borrower"), CVR Holdco, LLC, a Delaware limited liability company ("Holdings"), Center for Vein Restoration (MD), LLC, a Maryland limited liability company ("CVR-MD"), and Center for Vein Restoration (MI), PLLC, a Michigan professional limited liability company ("CVR-MI"; CVR-MI, the Borrower, Holdings and CVR-MD are collectively referred to hereinafter as the "Grantors"), in favor of Madison Capital Funding LLC ("Madison Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 2, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and the Agent, Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has granted, pursuant to a Guarantee and Collateral Agreement of even date herewith by the Grantors and the other Loan Parties party thereto in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to the Agent a security interest in all of such Grantor's Intellectual Property (as defined therein); other than Excluded Property (as defined therein); and

WHEREAS, each Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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, hereby mortgages, pledges and hypothecates to the Agent for the ratable benefit of Lenders, and grants to the Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the "Trademark Collateral");

(a) all of its Trademarks and all licenses providing for the grant by or to such Grantor of any right to use any Trademark, including, without limitation, those referred to on Schedule 1 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. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and each Grantor and the Agent hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but 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 AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[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,

CVR MANAGEMENT, LLC

By: 

Name: Sanjiv Lakhanpal, M.D.

Title: President

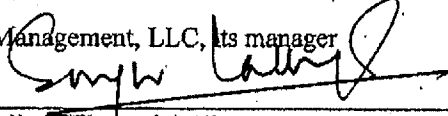
CVR HOLDCO, LLC

By: 

Name: Sanjiv Lakhanpal, M.D.

Title: Manager

CENTER FOR VEIN RESTORATION (MD), LLC

By: CVR Management, LLC, its manager 

By: 

Name: Sanjiv Lakhanpal, M.D.

Title: President

CENTER FOR VEIN RESTORATION (MD), PLLC

By: 

Name: Sanjiv Lakhanpal, M.D.

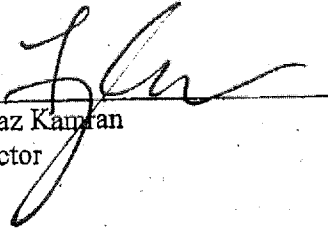
Title: Treasurer

TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

MADISON CAPITAL FUNDING LLC,
as the Agent

By: 
Name: Faraaz Kamran
Title: Director

ACKNOWLEDGMENT OF GRANTORS

State of New Jersey)
County of Merces) ss.

On this 1st day of December, 2011 before me personally appeared Sanjiv Lakhanpal, M.D., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CVR Management, LLC and, who being by me duly sworn did depose and say that he is an authorized signatory of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its _____ and that he acknowledged said instrument to be the free act and deed of said limited liability company.

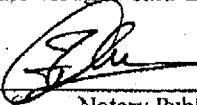


Notary Public

FERIAL ABBAS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 29, 2016

State of New Jersey)
County of Merces) ss.

On this 1st day of December, 2011 before me personally appeared Sanjiv Lakhanpal, M.D., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CVR Holdco, LLC and, who being by me duly sworn did depose and say that he is an authorized signatory of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its _____ and that he acknowledged said instrument to be the free act and deed of said limited liability company.

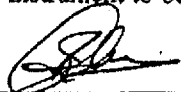


Notary Public

FERIAL ABBAS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 29, 2016

State of New Jersey)
County of Mercer) ss.


On this 1st day of December, 2011 before me personally appeared Sanjiv Lakhanpal, M.D., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CVR Management, LLC, as manager of Center for Vein Restoration (MD), LLC and, who being by me duly sworn did depose and say that he is an authorized signatory of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its _____ and that he acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public

State of New Jersey)
County of Mercer) ss.

On this 1st day of December, 2011 before me personally appeared Sanjiv Lakhanpal, M.D., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Center for Vein Restoration (MI), PLLC and, who being by me duly sworn did depose and say that he is an authorized signatory of said professional limited liability company; that the said instrument was signed on behalf of said professional limited liability company as authorized by its _____ and that he acknowledged said instrument to be the free act and deed of said professional limited liability company.



Notary Public

ACKNOWLEDGMENT TO TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
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**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

Grantor	Description	Trademark Registration Number	Date of Registration
CVR Management, LLC	Trademark for "Love Your Legs Again!"	3,441,985	June 6, 2007
CVR Management, LLC	Trade name for "The Center for Vein Restoration"	T00232194	October 17, 2005

2. TRADEMARK APPLICATIONS

Grantor	Description	Trademark Registration Number	Date of Registration
CVR Management, LLC	Trademark application for design and the phrase "CENTER FOR VEIN RESTORATION LOVE YOUR LEGS AGAIN!"	Pending	Application No. 85069609 filed 6/23/2010

3. TRADEMARK LICENSES

None.