

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zotec Partners, LLC		08/30/2013	LIMITED LIABILITY COMPANY: INDIANA
Medical Management Professionals, LLC		08/30/2013	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Highbridge Principal Strategies, LLC, as collateral agent		
Street Address:	40 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3955639	MMPACT	
Registration Number:	4038592	MMPACT	
Registration Number:	3465996	ZOTEC	
Registration Number:	3421860	ZOTEC PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		

TRADEMARK

ATTORNEY DOCKET NUMBER:	041598-0028
NAME OF SUBMITTER:	Scott Kareff (041598-0028)
Signature:	/kc for sk/
Date:	08/30/2013
<p><b>Total Attachments: 5</b></p> <p>source=Trademark Grant of A Security Interest for Zotec Partners, LLC and 1 other#page1.tif</p> <p>source=Trademark Grant of A Security Interest for Zotec Partners, LLC and 1 other#page2.tif</p> <p>source=Trademark Grant of A Security Interest for Zotec Partners, LLC and 1 other#page3.tif</p> <p>source=Trademark Grant of A Security Interest for Zotec Partners, LLC and 1 other#page4.tif</p> <p>source=Trademark Grant of A Security Interest for Zotec Partners, LLC and 1 other#page5.tif</p>	

## GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of August 30, 2013, by Zotec Partners, LLC and Medical Management Professionals, LLC (each a "Grantor" and, collectively, the "Grantors"), in favor of Highbridge Principal Strategies, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated August 30, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

In the event of any conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

*[Remainder of page intentionally left blank]*

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

GRANTOR:

ZOTEC PARTNERS, LLC

By: 

Name: T. Scott Law

Title: President and Chief Executive Officer

MEDICAL MANAGEMENT PROFESSIONALS,  
LLC

By: Zotec Partners, LLC, its sole member

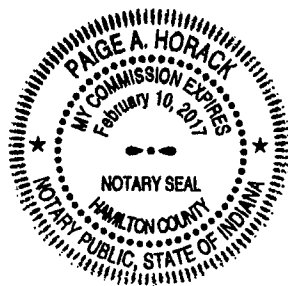
By: 

Name: T. Scott Law

Title: President and Chief Executive Officer

STATE OF Indiana  
COUNTY OF Hamilton SS.:

On this 29th day of August, 2013, before me personally came T. Scott Law, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President and Chief Executive Officer of Zotec Partners, LLC, an Indiana limited liability company, and Medical Management Professionals, LLC, an Indiana limited liability company, and that he executed the foregoing instrument in the firm name of Zotec Partners, LLC and Medical Management Professionals, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Paige A. Horack  
NOTARY SEAL  
Paige Horack

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Medical Management Professionals, LLC*	USA	MM Pact	3955639	2-Feb-10	3-May-11	None
Medical Management Professionals, LLC*	USA	MM Pact	4038592	14-Mar-11	11-Oct-11	None
Zotec Partners, LLC	USA	Zotec	3465996	16-Jul-07	15-Jul-08	None
Zotec Partners, LLC	USA	Zotec Partners and Design	3421860	16-Jul-07	6-May-08	None

\* Assigned on August 29, 2013 by OneCBIZ, Inc. to CBIZ Medical Management Professionals, Inc. to be known as Medical Management Professionals, LLC upon the closing of the Acquisition Documents and the effectiveness of the merger contemplated thereby.