

**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>
E+ Healthcare, LLC		02/27/2009	LIMITED LIABILITY COMPANY: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pinnacle National Bank		
<b>Street Address:</b>	211 Commerce Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37201		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2982782	E+	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(615)742-0410		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	615-742-7760		
<b>Email:</b>	trademarks@bassberry.com		
<b>Correspondent Name:</b>	Robert L. Brewer		
<b>Address Line 1:</b>	315 Deaderick Street		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37238		
<b>ATTORNEY DOCKET NUMBER:</b>	108652-140		
<b>NAME OF SUBMITTER:</b>	Cara L. Jackson		
<b>Signature:</b>	/Cara L. Jackson/		

CH \$40.00 2982782

Date:

03/25/2009

**Total Attachments: 4**

source=E+ Healthcare Security Agreement#page1.tif

source=E+ Healthcare Security Agreement#page2.tif

source=E+ Healthcare Security Agreement#page3.tif

source=E+ Healthcare Security Agreement#page4.tif

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of February 27, 2009 by and between E+ HEALTHCARE, LLC, a Tennessee limited liability company (the "Grantor"), having its chief executive office at 104 Woodmont Boulevard, Suite 500, Nashville, Tennessee 37205, and PINNACLE NATIONAL BANK, as Administrative Agent (the "Administrative Agent"), with offices at 211 Commerce Street, Suite 300, Nashville, Tennessee 37201 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Loan Agreement, dated as of the date hereof, (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among, Grantor, e+ healthcare Holdings, LLC, a Delaware limited liability company, the Lenders party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Security and Pledge Agreement dated as of the date hereof by and among the Grantor, certain of its Wholly-Owned Subsidiaries (as defined in the Loan Agreement) party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each trademark, trademark registration, trademark application, trademark license and all of the goodwill of the business connected with the use of, and symbolized thereby, including, without limitation, each trademark, trademark registration, trademark application and trademark license described on Schedule A;
- (ii) all renewals or extensions of the foregoing,
- (iii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

*[Remainder of Page Intentionally Left Blank. Signature Page Follows.]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

E+ HEALTHCARE, LLC,  
as Grantor

By:   
Tim Petrikin  
President

ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

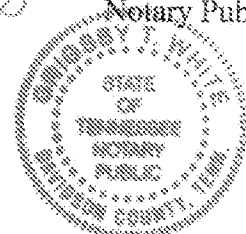
I, GRIGSBY WHITE, a Notary Public for said County and State, do hereby certify that TIMOTHY PETRIKIN personally appeared before me this day and stated that (s)he is PRESIDENT of E+ HEALTHCARE, LLC and acknowledged, on behalf of E+ HEALTHCARE, LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 12 day of MARCH, 2011

  
Notary Public

My commission expires:

NOVEMBER 7, 2011



[Signature Pages Continue]

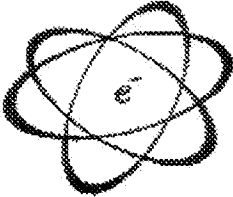
Agreed and Accepted as of the  
date first written above.

PINNACLE NATIONAL BANK,  
as Administrative Agent

By: WWD  
Name: William W. De Camp  
Title: SVP

Schedule A

[Trademarks]

Trademark	Owner	Registration Number	Registration Date
	E+ HEALTHCARE, LLC	2,982,782	August 9, 2005

7586813.1