

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
Premier Physician Management Services, LLC		06/30/2009	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc., formerly known as Merrill Lynch Business Financial Services Inc., as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3405590	PARTNERS IN PRACTICE	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	332658-00064		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		

CH \$40.00 3405590

Date:

07/06/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 30th day of June, 2009 by PREMIER PHYSICIAN MANAGEMENT SERVICES, LLC, a Florida limited liability company ("Grantor") in favor of GE BUSINESS FINANCIAL SERVICES INC., formerly known as Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, ORIGIN HEALTHCARE SOLUTIONS LLC, a Delaware limited liability company formerly known as SSIMed Holdings, LLC ("Origin"), SSIMED, LLC, a Delaware limited liability company ("SSIMed Sub"), MEDCON ACQUISITION, L.L.C., a Delaware limited liability company ("Medcon"), HEALTH CARE MANAGEMENT GROUP, LLC, a Maryland limited liability company ("HCMG"), and following the consummation of the PPSM Acquisition (as defined in the Consent and First Amendment to Credit Agreement referenced below), Grantor and PARTNERSINSCRIBE, LLC, a Florida limited liability company ("Inscribe"; Origin, SSIMed Sub, Precision, Medcon and HCMG prior to the consummation of the PPSM Acquisition, and immediately upon consummation of the PPSM Acquisition, Origin, SSIMed Sub, Precision, Medcon, HCMG, Inscribe and Grantor are referred to herein, individually and collectively, as the case may require, as the "Borrower") and Grantee are parties to a certain Credit Agreement dated as of December 20, 2007 (as the same has been amended by that Certain Consent and First Amendment to Credit Agreement, dated as of the date hereof, and may be further amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit made or to be made to the Borrower by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated December 20, 2007 between Borrower and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit

and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest and mortgage in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PREMIER PHYSICIAN MANAGEMENT SERVICES, LLC, a Florida limited liability company

By:  _____

Name: Grant Patrick

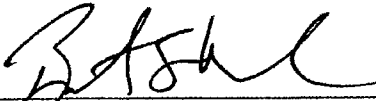
Title: Secretary

Trademark Security Agreement

TRADEMARK
REEL: 004017 FRAME: 0100

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.,
formerly known as Merrill Lynch Business
Financial Services Inc., as Administrative Agent

By: 
Name: BRENT SHEPHERD
Its: DULY AUTHORIZED SIGNATORY

Trademark Security Agreement

TRADEMARK
REEL: 004017 FRAME: 0101

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Premier Physician Management Services, LLC	PARTNERS IN PRACTICE	78972413	9/12/06	3405590	4/01/08