

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
Medical Edge Healthcare Group, Inc.		09/01/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	MidCap Funding I, LLC., as administrative agent		
Street Address:	7735 Old Georgetown Road		
Internal Address:	Suite 400		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78424850	MEDICALEDGE	
Serial Number:	78956877	THE RIGHT PHYSICIAN FOR THE RIGHT POSITION	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.		
Address Line 1:	222 North LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	41012.00.0018		
NAME OF SUBMITTER:	Patricia O'Donoghue		

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**TRADEMARK
 REEL: 004072 FRAME: 0714**

Signature:	/Patricia O'Donoghue/
Date:	10/02/2009
Total Attachments: 5 source=Medical Edge Healthcare Group Inc-TM Security Agreement#page1.tif source=Medical Edge Healthcare Group Inc-TM Security Agreement#page2.tif source=Medical Edge Healthcare Group Inc-TM Security Agreement#page3.tif source=Medical Edge Healthcare Group Inc-TM Security Agreement#page4.tif source=Medical Edge Healthcare Group Inc-TM Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of September 1, 2009 by MEDICAL EDGE HEALTHCARE GROUP, INC., a Texas corporation ("Grantor"), in favor of MidCap Funding I, LLC, a Delaware limited liability company, in its capacity as administrative agent for the Lenders party to the Credit Agreement (together with its successors and assigns, in such capacity, "Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor, certain affiliates of Grantor who are or may become party to the Credit Agreement as borrowers (together with Grantor, collectively, "Borrowers"), the financial institutions or other entities as may from time to time become parties thereto as lenders (the "Lenders") and Grantee are parties to that certain Credit and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Borrowers by the Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee, for its benefit and the benefit of the 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, trade names, trade styles, trade dress, service marks, logos and other business identifiers and, to the extent permitted under applicable law, any applications therefore, whether registered or not (the "Trademarks"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing by Borrowers 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 Credit Agreement. The Credit 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 Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby assigns and grants to Agent, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior assignment and grant pursuant to the Credit Agreement of, a continuing security interest in, upon 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) All Trademarks, including without limitation 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.


(Signature Page Follows)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, intending to be legally bound, and intending that this instrument constitute an instrument executed under seal, the undersigned has duly executed this Agreement under seal as of the date first written above.

GRANTOR:

MEDICAL EDGE HEALTHCARE GROUP, INC., a
Texas corporation


By:  (SEAL)
Carl D. Soderstrom
President

(Signature Page to Trademark Security Agreement)

Agreed and Accepted
As of the Date First Written Above:

MIDCAP FUNDING I, LLC, a Delaware
limited liability company, as Agent and
Grantee

By


Brett Robinson
Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Medical Edge Healthcare Group, Inc.	MedicalEdge	78-424850	September 27, 2005
Medical Edge Healthcare Group, Inc.	The Right Physician for the Right Position	78-956877	July 3, 2007