

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crystal Run Healthcare, LLP		12/11/2009	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	TD Bank, N.A.		
Composed Of:	COMPOSED OF USA		
Street Address:	555 Hudson Valley Avenue, Suite 105		
City:	New Windsor		
State/Country:	NEW YORK		
Postal Code:	12553		
Entity Type:	National Association: USA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76434431	CRYSTAL RUN HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	(973)295-1283		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-443-3553		
Email:	whelanm@gtlaw.com		
Correspondent Name:	Mary Whelan-Greenberg Traurig		
Address Line 1:	200 Park Avenue		
Address Line 4:	Florham Park, NEW JERSEY 07932		

TRADEMARK

Assignment

ATTORNEY DOCKET NUMBER:	041913-016100
NAME OF SUBMITTER:	Mary J. Whelan
Signature:	/Mary J. Whelan/
Date:	12/18/2009
Total Attachments: 9 source=crh#page1.tif source=crh#page2.tif source=crh#page3.tif source=crh#page4.tif source=crh#page5.tif source=crh#page6.tif source=crh#page7.tif source=crh#page8.tif source=crh#page9.tif	
RECEIPT INFORMATION	
ETAS ID:	TM160062
Receipt Date:	12/18/2009
Fee Amount:	\$40

TRADEMARK

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Trademark Security Agreement"), dated as of December 11, 2009, is made by CRYSTAL RUN HEALTHCARE LLP, a New York limited liability partnership (the "Grantor"), in favor of TD BANK, N.A., a national banking association, in its capacity as Agent ("Agent"), for itself and the lenders party from time to time to the Loan Agreement described below (collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of the date hereof, by and among Grantor, Lenders and Agent for the Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make Loans on behalf of the Grantor; and

WHEREAS, in order to induce the Agent and Lenders to enter into the Loan Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Loan Agreement, Grantor desires to grant a continuing Lien on the Intellectual Property Collateral to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1.1 of the Loan Agreement. The following terms as used in this Trademark Security Agreement shall have the meanings hereinafter provided:

"Trademark License" means any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, service marks, logos, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.

(a) To secure the prompt and complete payment, performance and observance of all the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates

and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of Grantor and whether owned or consigned by or to, or licensed from or to Grantor (collectively, the "Intellectual Property Collateral"):

- (i) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (ii) all reissues, continuations or extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark, and each Trademark License; and
- (iv) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (B) injury to the goodwill associated with any Trademark or any Trademark licensed under a Trademark License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power.

(c) The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement.

3. REPRESENTATIONS AND WARRANTIES.

(a) Grantor represents and warrants that, as of the Closing Date, Grantor owns or has rights to use all Intellectual Property necessary to continue to conduct its business as now or heretofore conducted by it or proposed to be conducted by it. Each Trademark registered with or that is the subject of an application with the United States Patent and Trademark Office or its foreign equivalents, as applicable, together with application or registration numbers, and each Trademark License is listed in Schedule I hereto. Grantor is not aware of any infringement claim by any other Person with respect to any Intellectual Property. This Trademark Security Agreement is effective to create a valid and continuing security interest in and Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the filing of appropriate financing statements, perfected security interests in favor of Agent in all of Grantor's Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor, except as such enforcement may be limited by (i) bankruptcy, insolvency or other similar laws affecting the rights of creditors or purchasers

generally, and (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(b) In addition to any representations and warranties contained herein, Grantor hereby acknowledges and affirms the representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS.

(a) Grantor shall notify Agent promptly if it knows or has reason to know that any application or registration relating to any Trademark (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any Trademark, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Grantor shall execute and deliver supplements hereto or a new security agreement as Agent may request to evidence Agent's Lien on such Trademark, and the general intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is believed by Grantor to be infringed upon, or misappropriated or diluted by a third party, Grantor shall promptly give notice thereof to Agent and shall execute and deliver supplements hereto or a new security agreement as Agent may reasonably request to grant Agent a Lien on Grantor's claim against such third party as required under Section 6.20 of the Loan Agreement, and Grantor may, or if requested by Agent, shall, promptly sue for infringement, misappropriation or dilution, to recover any and all damages for such infringement, misappropriation or dilution, take such other actions to enforce its right and protect such Intellectual Property Collateral whether by action, suit, proceeding or otherwise and take any and all other actions as Agent shall reasonably deem necessary or appropriate under the circumstances to protect such Intellectual Property Collateral.

(e) In addition to the covenants contained herein, Grantor hereby acknowledges and affirms the covenants contained in the Loan Agreement with respect to the Intellectual Property Collateral, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. RIGHTS AND REMEDIES.

(a) For the purpose of enabling Agent to exercise rights and remedies under the Loan Agreement (including, without limiting the terms hereof or of the Loan Agreement, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of the Collateral described in the Loan Agreement) at such time as Agent shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grant to Agent, for the benefit of Agent and Lenders, an irrevocable, nonexclusive license (exercisable at any time after an Event of Default without payment of royalty or other compensation to Grantor) to use, license or sublicense any of the Intellectual Property Collateral now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

(b) Grantor hereby acknowledges and affirms that certain other rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(c) Notwithstanding the foregoing, during such time as this Trademark Security Agreement is in effect and no Event of Default has occurred, nothing herein shall prevent Grantor from licensing any of the Intellectual Property Collateral to any third party under terms acceptable to Grantor.

(d) Furthermore, notwithstanding anything contained herein, so long as no Event of Default has occurred, Grantor shall have exclusive control over the use of the Intellectual Property Collateral in every manner, medium and geographic location whatsoever.

6. REINSTATEMENT. This Trademark Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desire to give or serve upon another any such communication with respect to this Trademark Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in the Loan

Agreement (or such other address as may be substituted by notice given in the manner required by Section 12.14 of the Loan Agreement), and given in the manner required by Section 12.14 of the Loan Agreement.

8. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Trademark Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Trademark Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Trademark Security Agreement. This Trademark Security Agreement is to be read, construed and applied together with the Loan Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and Grantor with respect to the matters referred to herein and therein. Except as otherwise specifically provided, if any provision contained in this Trademark Security Agreement or any other Loan Document, conflicts with any provision in the Loan Agreement, the provision in the Loan Agreement shall govern and control.

9. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Trademark Security Agreement with its counsel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CRYSTAL RUN HEALTHCARE LLP

By: Michelle Kory
Name: Michelle A Kory, MD
Title: Chief Operating Officer

Acknowledged and Agreed:

TD BANK, N.A., as Agent

By: John F. Rath
Name: John F. Rath
Title: Senior Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
)
COUNTY OF ORANGE) ss.

On this ___ day of December, 2009 before me, the undersigned, a Notary Public in and for the said state, personally appeared Michelle A. Kouby, of CRYSTAL RUN HEALTHCARE LLP who proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his signature on the instrument, the person upon behalf of which he acted, executed the instrument.

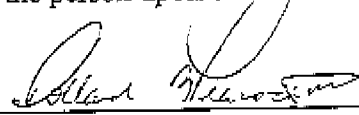
Debra L. Dzurak
Notary Public

{seal}

DEBRA L. DZURAK
Notary Public, State of New York
Commission No. 01DZ6039559
Qualified in Orange County
Commission Expires April 3, 2010

STATE OF New York)
)
COUNTY OF Orange) SS.

On this 14th day of December, 2009 before me, the undersigned, a Notary Public in and for the said state, personally appeared Touin F. Rosta, of TD BANK, N.A. who proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his signature on the instrument, the person upon behalf of which he acted, executed the instrument.



Notary Public

ROLLAND B. PEACOCK III
Notary Public, State of New York
Qualified in Orange County
No. 4604383
Commission Expires July 31, 2011

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Word Mark of Crystal Run Healthcare LLP, Serial Number 76434431

TO: MARY WHELAN-GREENBERG TRAUERIG COMPANY: 200 PARK AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

12/18/2009
900150251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crystal Run Healthcare, LLP		12/11/2009	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	TD Bank, N.A.		
Composed Of:	COMPOSED OF USA		
Street Address:	555 Hudson Valley Avenue, Suite 105		
City:	New Windsor		
State/Country:	NEW YORK		
Postal Code:	12553		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76434431	CRYSTAL RUN HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	(973)285-1283		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-443-3553		
Email:	whelanm@gtlaw.com		
Correspondent Name:	Mary Whelan-Greenberg Traurig		
Address Line 1:	200 Park Avenue		
Address Line 4:	Florham Park, NEW JERSEY 07932		
ATTORNEY DOCKET NUMBER:	041913-016100		
NAME OF SUBMITTER:	Mary J. Whelan		
Signature:	/Mary J. Whelan/		

CH \$40.00 76434431

TO:MARY WHELAN-GREENBERG TRAURIG COMPANY:200 PARK AVENUE

Date:

12/18/2009

Total Attachments: 9

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TO: MARY WHELAN-GREENBERG TRAUERIG COMPANY: 200 PARK AVENUE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Trademark Security Agreement"), dated as of December 11, 2009, is made by CRYSTAL RUN HEALTHCARE LLP, a New York limited liability partnership (the "Grantor"), in favor of TD BANK, N.A., a national banking association, in its capacity as Agent ("Agent"), for itself and the lenders party from time to time to the Loan Agreement described below (collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of the date hereof, by and among Grantor, Lenders and Agent for the Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make Loans on behalf of the Grantor; and

WHEREAS, in order to induce the Agent and Lenders to enter into the Loan Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Loan Agreement, Grantor desires to grant a continuing Lien on the Intellectual Property Collateral to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1.1 of the Loan Agreement. The following terms as used in this Trademark Security Agreement shall have the meanings hereinafter provided:

"Trademark License" means any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, service marks, logos, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**

(a) To secure the prompt and complete payment, performance and observance of all the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates

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TO: MARY WHELAN-GREENBERG TRAUERIG COMPANY: 200 PARK AVENUE

and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of Grantor and whether owned or consigned by or to, or licensed from or to Grantor (collectively, the "Intellectual Property Collateral"):

- (i) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (ii) all reissues, continuations or extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark, and each Trademark License; and
- (iv) all products and proceeds of the foregoing, including, without limitation, any claims by Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (B) injury to the goodwill associated with any Trademark or any Trademark licensed under a Trademark License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power.

(c) The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement.

3. REPRESENTATIONS AND WARRANTIES.

(a) Grantor represents and warrants that, as of the Closing Date, Grantor owns or has rights to use all Intellectual Property necessary to continue to conduct its business as now or heretofore conducted by it or proposed to be conducted by it. Each Trademark registered with or that is the subject of an application with the United States Patent and Trademark Office or its foreign equivalents, as applicable, together with application or registration numbers, and each Trademark License is listed in Schedule I hereto. Grantor is not aware of any infringement claim by any other Person with respect to any Intellectual Property. This Trademark Security Agreement is effective to create a valid and continuing security interest in and Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the filing of appropriate financing statements, perfected security interests in favor of Agent in all of Grantor's Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor, except as such enforcement may be limited by (i) bankruptcy, insolvency or other similar laws affecting the rights of creditors or purchasers

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TO: MARY WHELAN-GREENBERG TRAUIG COMPANY: 200 PARK AVENUE

generally, and (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(b) In addition to any representations and warranties contained herein, Grantor hereby acknowledges and affirms the representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS.

(a) Grantor shall notify Agent promptly if it knows or has reason to know that any application or registration relating to any Trademark (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any Trademark, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Grantor shall execute and deliver supplements hereto or a new security agreement as Agent may request to evidence Agent's Lien on such Trademark, and the general intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is believed by Grantor to be infringed upon, or misappropriated or diluted by a third party, Grantor shall promptly give notice thereof to Agent and shall execute and deliver supplements hereto or a new security agreement as Agent may reasonably request to grant Agent a Lien on Grantor's claim against such third party as required under Section 6.20 of the Loan Agreement, and Grantor may, or if requested by Agent, shall, promptly sue for infringement, misappropriation or dilution, to recover any and all damages for such infringement, misappropriation or dilution, take such other actions to enforce its right and protect such Intellectual Property Collateral whether by action, suit, proceeding or otherwise and take any and all other actions as Agent shall reasonably deem necessary or appropriate under the circumstances to protect such Intellectual Property Collateral.

(e) In addition to the covenants contained herein, Grantor hereby acknowledges and affirms the covenants contained in the Loan Agreement with respect to the Intellectual Property Collateral, the terms and provisions of which are incorporated herein as if fully set forth herein.

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TO: MARY WHELAN-GREENBERG TRAUIG COMPANY: 200 PARK AVENUE

5. RIGHTS AND REMEDIES.

(a) For the purpose of enabling Agent to exercise rights and remedies under the Loan Agreement (including, without limiting the terms hereof or of the Loan Agreement, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of the Collateral described in the Loan Agreement) at such time as Agent shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grant to Agent, for the benefit of Agent and Lenders, an irrevocable, nonexclusive license (exercisable at any time after an Event of Default without payment of royalty or other compensation to Grantor) to use, license or sublicense any of the Intellectual Property Collateral now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printing thereof.

(b) Grantor hereby acknowledges and affirms that certain other rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(c) Notwithstanding the foregoing, during such time as this Trademark Security Agreement is in effect and no Event of Default has occurred, nothing herein shall prevent Grantor from licensing any of the Intellectual Property Collateral to any third party under terms acceptable to Grantor.

(d) Furthermore, notwithstanding anything contained herein, so long as no Event of Default has occurred, Grantor shall have exclusive control over the use of the Intellectual Property Collateral in every manner, medium and geographic location whatsoever.

6. REINSTATEMENT. This Trademark Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desire to give or serve upon another any such communication with respect to this Trademark Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in the Loan

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TO: MARY WHELAN-GREENBERG TRAUIG COMPANY: 200 PARK AVENUE

Agreement (or such other address as may be substituted by notice given in the manner required by Section 12.14 of the Loan Agreement), and given in the manner required by Section 12.14 of the Loan Agreement.

8. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Trademark Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Trademark Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Trademark Security Agreement. This Trademark Security Agreement is to be read, construed and applied together with the Loan Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and Grantor with respect to the matters referred to herein and therein. Except as otherwise specifically provided, if any provision contained in this Trademark Security Agreement or any other Loan Document, conflicts with any provision in the Loan Agreement, the provision in the Loan Agreement shall govern and control.

9. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Trademark Security Agreement with its counsel.

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TO: MARY WHELAN-GREENBERG TRAUIG COMPANY: 200 PARK AVENUE

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

CRYSTAL RUN HEALTHCARE LLP

By: Michelle Kary
Name: Michelle A Kary, MD
Title: Chief Operating Officer

Acknowledged and Agreed:

TD BANK, N.A., as Agent

By: John F. Roth
Name: John F. Roth
Title: Senior Vice President

Trademark Security Agreement

TO: MARY WHELAN-GREENBERG TRAUIG COMPANY: 200 PARK AVENUE

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
)
COUNTY OF ORANGE) ss.

On this ___ day of December, 2009 before me, the undersigned, a Notary Public in and for the said state, personally appeared Michele A. Kaulby, of CRYSTAL RUN HEALTHCARE LLP who proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his signature on the instrument, the person upon behalf of which he acted, executed the instrument.

Debra L. Dzurak
Notary Public

{seal}

DEBRA L. DZURAK
Notary Public, State of New York
Commission No. 01DZ503#559
Qualified in Orange County
Commission Expires April 3, 2010

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TO:MARY WHELAN-GREENBERG TRAUIG COMPANY:200 PARK AVENUE

STATE OF New York)
)
COUNTY OF Oran)
) ss.

On this 14th day of December, 2009 before me, the undersigned, a Notary Public in and for the said state, personally appeared Toni T. Peacock of TD BANK, N.A. who proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his signature on the instrument, the person upon behalf of which he acted, executed the instrument.



Notary Public

ROLLAND E. PEACOCK III
Notary Public, State of New York
Qualified in Orange County
No. 4804883
Commission Expires July 31, 2011

Trademark Security Agreement

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TO: MARY WHELAN-GREENBERG TRAUIG COMPANY: 200 PARK AVENUE

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Word Mark of Crystal Run Healthcare LLP, Serial Number 76434431