

## 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
Cardon Healthcare Network, LLC		01/06/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Street Finance Corp.		
Street Address:	10 Bank Street		
Internal Address:	12th Floor		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3189255	CARDON HEALTHCARE NETWORK, INC.	
CORRESPONDENCE DATA			
Fax Number:	(714)546-9035		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(714)		
Email:	wmeehan@rutan.com, ezaskoda@rutan.com, amclean@rutan.com, scain@rutan.com, trademarks@rutan.com		
Correspondent Name:	William Meehan		
Address Line 1:	611 Anton Boulevard		
Address Line 2:	Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	024969.0088		
NAME OF SUBMITTER:	Erin R. Zaskoda		

900182934

TRADEMARK  
REEL: 004465 FRAME: 0808

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Signature:	/Erin R. Zaskoda/
Date:	02/02/2011
<b>Total Attachments: 7</b> source=Trademark Collateral Assignment (Cardon) #page1.tif source=Trademark Collateral Assignment (Cardon) #page2.tif source=Trademark Collateral Assignment (Cardon) #page3.tif source=Trademark Collateral Assignment (Cardon) #page4.tif source=Trademark Collateral Assignment (Cardon) #page5.tif source=Trademark Collateral Assignment (Cardon) #page6.tif source=Trademark Collateral Assignment (Cardon) #page7.tif	

## TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT is dated as of January 6, 2011, between CARDON HEALTHCARE NETWORK, LLC, a Delaware limited liability company (the "Assignor"), and FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for itself and for certain other Lenders (as defined in the Credit Agreement referred to below)(together with its successors and assigns, "Administrative Agent").

WHEREAS, the Assignor is the owner of the Trademarks listed on Schedule A hereto;

WHEREAS, the Assignor, Administrative Agent, and certain other Lenders are party to that certain Credit Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Assignor under the Credit Agreement that the Assignor execute and deliver to Administrative Agent this Trademark Agreement (as defined below);

WHEREAS, the Assignor has granted to Secured Parties (as defined below) a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the Trademarks listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Credit Agreement and other Loan Documents;

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

**1. Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement:

***Proceeds.*** Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

**PTO.** The United States Patent and Trademark Office.

**Trademark Agreement.** This Trademark Collateral Assignment and Security Agreement, as amended and in effect from time to time.

**Trademark Collateral.** All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark License Rights, and all other Trademark Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property. Notwithstanding the foregoing or anything to the contrary provided in this Trademark Agreement, "Trademark Collateral" shall not include, and Assignor shall not be deemed to have granted a security interest in the following: (1) any General Intangibles or any other rights or interests in any license, lease, contract, agreement or other document to which Assignor is a party to the extent, but only to the extent, that such a grant would, under the terms of such General Intangible, license, lease, contract, agreement or other document, (A) result in a breach of the terms of, (B) constitute a default under or with respect to, or (C) result in the termination of such General Intangible, license, lease, contract, agreement or other document (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law); provided, that immediately upon the ineffectiveness, lapse or termination of any of the foregoing restrictions or consequences provided in clauses (A) through (C) above, the Trademark Collateral shall include, and the Assignor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; and provided, further, that notwithstanding any such restriction or consequence in clauses (A) through (C) above, Trademark Collateral shall, to the extent such restriction or consequence, does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests; and (2) any applications for United States trademark registration pursuant to IS U.S.C. §1051(b) (i.e., an intent-to-use application), until such time as such registration is granted or, if earlier, the date of first use of the trademark, at which point such application or registration shall constitute Trademark Collateral.

**Trademark License Rights.** Any and all past, present or future rights and interests of the Assignor, but specifically excluding any obligations of the Assignor, pursuant to any and all past, present and future licensing agreements, written or oral, in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, or Trademark Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Secured Parties to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

**Trademark Rights.** Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademarks; the right (but not the obligation) to register claims under any federal, state or foreign Trademark law or regulation; the right (but not

the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks or the Trademark Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Trademark License Rights.

**Trademarks.** All Trademarks and Trademark applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, and however defined or classified under (i) Article 9, or (ii) Revised Article 9, including but not limited to:

(a) the Trademarks listed on Schedule A hereto and all rights, including license rights, to the Trademarks set forth on Schedule A (as the same may be amended pursuant hereto from time to time);

(b) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;

(c) all trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now and existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the PTO or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including without limitation, any thereof referred to in the Agreement; and

(d) the right (but not the obligation) to make and prosecute applications for such Trademarks.

**Secured Parties.** Collectively, the Lenders and the Administrative Agent.

**Security Agreement.** That certain Security Agreement executed by the Assignor and certain other debtor parties for the benefit of Secured Parties dated as of the date hereof.

**2. Grant of Security Interest.** To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants and collaterally assigns to the Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS.

**3. Acknowledgement of Security Agreement.** This Trademark Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the

Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


**4. Termination.** On the Termination Date, this Trademark Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Credit Agreement.

[signatures on next page]

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day  
and year first above written.

CARDON HEALTHCARE NETWORK,  
LLC,  
a Delaware limited liability company

By:   
Name: Brian Shure  
Title: Chief Financial Officer

"Administrative Agent"

FIFTH STREET FINANCE CORP.,  
a Delaware corporation

By: Fifth Street Management LLC,  
a Delaware limited liability  
company,  
its Agent

By: \_\_\_\_\_  
Bernard D. Berman  
President

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day  
and year first above written.


CARDON HEALTHCARE NETWORK,  
LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"Administrative Agent"

FIFTH STREET FINANCE CORP.,  
a Delaware corporation

By: Fifth Street Management LLC,  
a Delaware limited liability  
company,  
its Agent

By:   
Bernard D. Berman  
President



**SCHEDULE A**

<b>Title</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Serial Number</b>	<b>Registration Number</b>
CARDON HEALTHCARE NETWORK, INC.	U.S. Federal	Registered	78792667	3189255