

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement - Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONTINUCARE CORPORATION		10/04/2011	CORPORATION: FLORIDA
DIGITAL COURIER, LLC		10/04/2011	LIMITED LIABILITY COMPANY: NORTH DAKOTA

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3285047	CONTINUCARE
Registration Number:	3409882	VALUCLINIC
Registration Number:	3271409	TAKING PERSONAL CARE OF YOUR HEALTH AND WELL-BEING
Registration Number:	3284981	CUIDANDO PERSONALMENTE SU SALUD Y BIENESTAR
Registration Number:	3877828	SEREDOR
Registration Number:	3877836	SEREDOR YOUR EXPERTS IN SLEEP
Registration Number:	3026794	DIGITAL COURIER
Registration Number:	3019853	DIGITAL COURIER

CORRESPONDENCE DATA

Fax Number: (404)815-2424
 Phone: 404-815-2231
 Email: carolfraser@paulhastings.com

900203753

**TRADEMARK
 REEL: 004635 FRAME: 0613**

CH \$215.00 3285047

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Carol Fraser, Corporate Paralegal
Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul Hastings LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	10/04/2011

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 4, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of October 4, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of October 4, 2011 (as amended, restated, supplemented or otherwise modified from time to time the "Intercreditor Agreement"), among General Electric Capital Corporation, as the First Lien Agent, and Agent, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall control.

[remainder of page intentionally left blank]

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

Very truly yours,

CONTINUCARE CORPORATION, as
Grantor

By: _____

Name: Roberto L Palenzuela
Title: Secretary

DIGITAL COURIER, LLC, as Grantor

By: _____

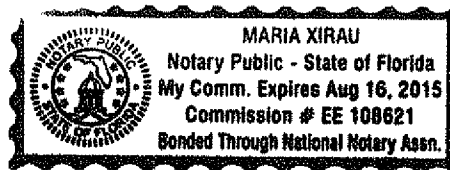
Name: Roberto L Palenzuela
Title: Secretary

ACKNOWLEDGMENT OF GRANTOR

State of Florida)
County of Palm Beach) ss.

On this 28 day of September, 2011 before me personally appeared Roberto Palenzuela, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Continucare Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Maria Xirau
Notary Public



ACKNOWLEDGMENT OF TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

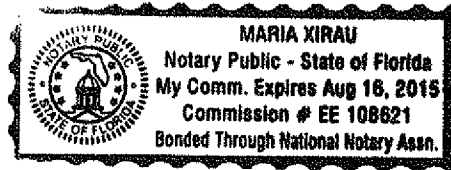
State of Florida)

County of Palm Beach)

ss.

On this 28 day of September, 2011 before me personally appeared Roberto Talenzuela, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Digital Courier, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Governors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Maria Xirau
Notary Public

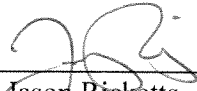


ACKNOWLEDGMENT OF TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Jason Ricketts
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS
[Include Registration Number and Date]
2. TRADEMARK APPLICATIONS
[Include Application Number and Date]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademarks Registered with the U.S. Patent and Trademark Office

<u>Mark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
CONTINUCARE	Continucare Corporation	3,285,047	8/28/2007
VALUCLINIC	Continucare Corporation	3,409,882	4/8/2008
TAKING PERSONAL CARE OF YOUR HEALTH & WELL-BEING	Continucare Corporation	3,271,409	7/31/2007
CUIDANDO PERSONALMENTE SU SALUD Y BIENESTAR	Continucare Corporation	3,284,981	8/28/2007
SEREDOR	Continucare Corporation	3,877,828	11/16/2010
SEREDOR YOUR EXPERTS IN SLEEP	Continucare Corporation	3,877,836	11/16/2010
DIGITAL COURIER	Digital Courier, LLC	3,026,794	12/13/2005
DIGITAL COURIER	Digital Courier, LLC	3,019,853	11/29/2005

Trademarks Registered with the Florida Department of State

<u>Mark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
FirstTouch Customer Care Metcare & Design -- the word FirstTouch with a line underneath & the wording customer care written below the line:	Metcare of Florida, Inc.	T09000001091	10/15/2009

Trademarks Registered with North Dakota Secretary of State

<u>Mark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
PDS YOUR SLEEP PROFESSIONALS	Precision Diagnostic Services, Inc.	8969600	12/10/2003
DIGITAL COURIER and design	Precision Diagnostic Services, Inc.	8978200	12/10/2003

2. TRADEMARK APPLICATIONS

None.