

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation, as Collateral Agent		05/10/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Collateral Agent
Street Address:	60 Wall Street, 27th Floor
Internal Address:	Attn: Trust and Securities Services
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking corporation: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	74724100	
Registration Number:	1981280	TELEPRO
Registration Number:	1811055	DATACLAIMS
Registration Number:	2043466	EMSI
Registration Number:	2092944	OHT OCCUPATIONAL HEALTH TESTING
Registration Number:	2110591	E ELECTRONIC SERVICES

CORRESPONDENCE DATA

Fax Number: (860)240-2513
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8602402935
 Email: michelle.fournier@bingham.com
 Correspondent Name: Bingham McCutchen LLP
 Address Line 1: Attn: Michelle Walters Fournier, RP
 Address Line 2: One State Street

OP \$165.00 74724100

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:

Michelle Walters Fournier

Signature:

/Michelle Walters Fournier/

Date:

06/08/2005

Total Attachments: 7

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**ASSIGNMENT
OF
TRADEMARK SECURITY AGREEMENT**

ASSIGNMENT OF TRADEMARK COLLATERAL SECURITY AGREEMENT (the “Assignment”), dated as of May 10, 2005, by and between **ANTARES CAPITAL CORPORATION**, a Delaware corporation (the “Collateral Agent”) and **DEUTSCHE BANK TRUST COMPANY AMERICAS**, a New York banking corporation (the “Successor Collateral Agent”).

WHEREAS, pursuant to the terms of that certain Trademark Security Agreement (as amended, the “**Trademark Agreement--PMSI**”), dated as of March 16, 1999, between PMSI Services, Inc., a Texas corporation, (“**OldCo**”) and the Collateral Agent and recorded with the U.S. Patent and Trademark Office at Reel 1877, Frame 0561, OldCo granted to the Collateral Agent, in its capacity as collateral agent, individually as a lender and for the benefit of certain other lenders pursuant to that certain Intercreditor Agreement dated as of March 16, 1999 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), a security interest in and lien on, all of its trademarks, trademark registrations, and associated goodwill, including, without limitation, the trademarks and trademark registrations identified on Schedule A attached hereto (such trademarks and trademark registrations are referred to herein as the “**PMSI Trademarks**”); and

WHEREAS, pursuant to the terms of that certain Trademark Security Agreement (as amended, the “**Trademark Agreement--EMSI**”), dated as of March 16, 1999, between Examination Management Services, Inc., a Nevada corporation (as successor to Examination Management Services, Inc., a Texas corporation, the “**Company**”) and the Collateral Agent and recorded with the U.S. Patent and Trademark Office at Reel 1877, Frame 0568, the Company granted to the Collateral Agent, in its capacity as collateral agent, individually as a lender and for the benefit of certain other lenders pursuant to the Intercreditor Agreement, a security interest in and lien on, all of its trademarks, trademark registrations, and associated goodwill, including, without limitation, the trademarks and trademark registrations identified on Schedule B attached hereto (such trademarks and trademark registrations are referred to herein as the “**EMSI Trademarks**,” and, collectively with the PMSI Trademarks, the “**Named Trademarks**”); and

WHEREAS, pursuant to that certain Articles of Merger adopted as of November 12, 1999, OldCo, among other corporations, was merged with and into the Company, effective December 31, 1999, resulting in the Company being the surviving corporation in accordance with the laws of the State of Texas and the successor of OldCo in all of its rights and privileges with respect to the PMSI Trademarks; and

WHEREAS, pursuant to that certain letter agreement dated January 18, 2005 by the Collateral Agent and agreed to and accepted by the Successor Collateral Agent, the Noteholders (as defined therein) and the Company, the Collateral Agent resigned as collateral agent and the Successor Collateral Agent was appointed and accepted such appointment as collateral agent pursuant to the Intercreditor Agreement, with the Company’s consent; and

WHEREAS, the Collateral Agent has agreed to assign to the Successor Collateral Agent its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent and the Successor Collateral Agent hereby agree as follows:

1. **Assignment**. The Collateral Agent hereby transfers, conveys and assigns to Successor Collateral Agent all of the Collateral Agent's rights, title and interest in and to the Named Trademarks together with the goodwill of the business symbolized by the Named Trademarks and the registrations therefore and including all rights to sue and recover for past infringements of said Trademarks and the registrations therefore.

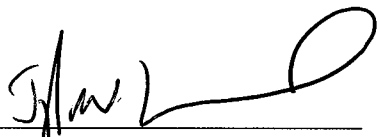
2. **Acknowledgment and Acceptance**. The Successor Collateral Agent hereby acknowledges and accepts the foregoing release and assignment by the Collateral Agent.

3. **Counterparts**. This Assignment may be executed in any number of counterparts which shall together constitute one and the same agreement.

[Remainder of page intentionally left blank. Next page is a signature page.]

IN WITNESS WHEREOF, the Collateral Agent and the Successor Collateral Agent have executed this Assignment, to take effect as of the date first set forth above.

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Collateral Agent

By: 
Name: _____
Title: **Tyler W. Lindblad**
Director

DEUTSCHE BANK TRUST COMPANY AMERICAS
a New York banking corporation, not in its individual capacity,
but solely as Successor Collateral Agent

By: _____
Name:
Title:

[Signature Page to Assignment of Trademark Security Agreement]

TRADEMARK
REEL: 003099 FRAME: 0741

IN WITNESS WHEREOF, the Collateral Agent and the Successor Collateral Agent have executed this Assignment, to take effect as of the date first set forth above.

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Collateral Agent

By: _____

Name:

Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS

a New York banking corporation, not in its individual capacity,
but solely as Successor Collateral Agent

By: Wanda Camacho

Name:

Wanda Camacho

Title:

Vice President

[Signature Page to Assignment of Trademark Security Agreement]

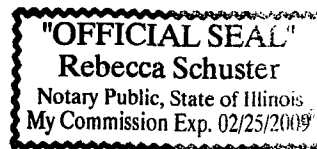
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Illinois)
)ss. _____
COUNTY OF Cook)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 10th day of May, 2005, personally appeared Tyler Lindblad to me known personally, and who, being by me duly sworn, deposes and says that he/she is a Director of **Antares Capital Corporation** and that said instrument was signed and sealed on behalf of said institution by authority of its governing body, and said officer acknowledged said instrument to be the free act and deed of said institution.

Rebecca Schuster
Notary Public

My Commission Expires: 2/25/2009



SCHEDULE A

U. S. Trademark Registrations

<u>Name</u>	<u>Date Registered</u>	<u>No.</u>
Telepro	June 18, 1996	1,981,280
Dataclaims	June 14, 1993	1,811,055

U. S. Trademark Applications

<u>Name</u>	<u>Application Date</u>	<u>Serial No.</u>
Telefacts	August 22, 1995	74724100

SCHEDULE B

U. S. Trademark Registrations

<u>Name</u>	<u>Date Registered</u>	<u>No.</u>
EMSI logo	March 11, 1997	2,043,466
OHT Occupational Health Testing logo	September 2, 1997	2,092,944
<i>e electronic services</i> logo	November 4, 1997	2,110,591