

Continuation
Item 4

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date Filed/Date Registered</u>
CHN CONSUMER HEALTH NETWORK WE LISTENT and design	2,183,769	June 2, 1997/ August 25, 1998 (Assignment filed)
CHN SOLUTIONS	3,003,401	May 14, 2004/ October. 4, 2005 (Assignment filed)

B. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date Filed</u>
MEDLOGIX	78/696,627	August 19, 2005
MEDPATH	78/687,788	August 8, 2005
"CSG Consolidated Services Group" and design	78/688,815	August 9, 2005
THE POWER OF TWO	78/748750	November 7, 2005

C. TRADEMARK LICENSES

None.

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is dated as of December 2, 2005, by Consolidated Services Group, Inc., a Pennsylvania corporation ("Grantor"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as agent for the Lenders under the Credit Agreement (in such capacities, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among Grantor, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to provide Loans to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of the date hereof between Grantor, its Subsidiaries and Secured Party (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") the Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement the Grantor is required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and lenders to enter into the Loan Documents and to make Loans to the Grantor thereunder, Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien

on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

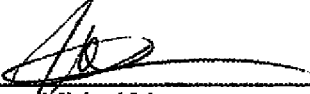
all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized offer as of the date first set forth above.

CONSOLIDATED SERVICES GROUP, INC.

By: 
Name: Michael Morrone
Title: President

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONSOLIDATED SERVICES GROUP, INC.

By: _____
Name: Michael Morrone
Title: President

Accepted and Agreed:


CAPITALSOURCE FINANCE LLC, as Secured Party

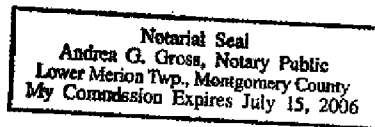
By: Keith D. Widen
Name:
Title:

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Pennsylvania
COUNTY OF Montgomery ss.

Michael Perrone On this 2 day of December, 2005 before me personally appeared Michael Perrone, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Consolidated Services Group, Inc., 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.


Notary Public



TRADEMARK

REEL: 003249 FRAME: 0382

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TRADEMARK REGISTRATIONS

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THE POWER OF TWO	78/748750	November 7, 2005

C. TRADEMARK LICENSES

None.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENT

None.

B. PATENT APPLICATIONS

None.

C. PATENT LICENSES

None.