

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Contexo MMI LLC		06/09/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	VSS Mezzanine Partners, L.P., as admin. agent
<b>Street Address:</b>	350 Park Avenue, 7th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	78687982	CONTEXO MEDIA
Registration Number:	2634381	THE MEDICAL MANAGEMENT INSTITUTE
Registration Number:	3019054	DEDICATED TO THE BUSINESS OF MEDICINE
Registration Number:	2435433	IPRACTICE.MD
Registration Number:	2841963	CERTIFIED PROFESSIONAL CODER
Registration Number:	2932025	CPC
Registration Number:	2841962	REGISTERED MEDICAL CODER
Registration Number:	2986597	ASSOCIATION OF REGISTERED MEDICAL PROFESSIONALS
Registration Number:	2754549	THE CODING INSTITUTE
Registration Number:	2932026	RMC
Registration Number:	1652057	MEDICARE ADVISORY

**CORRESPONDENCE DATA**

CH \$290.00 78687982

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	09/20/2006

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2006, is made by Contexo MMI LLC ("Grantor"), in favor of VSS Mezzanine Partners, L.P., ("VSS"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Purchasers (as defined in the Note Purchase Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of June 9, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among Contexo Media, LLC ("Contexo"), Medical Management Institute, Inc. ("MMI Inc."), after giving effect to that certain Joinder Agreement, Contexo MMI LLC ("MMI LLC"), and the other companies from time to time party thereto (together with Contexo, MMI Inc. and MMI LLC, each a "Company" and collectively, the "Companies"), the Purchasers and the Administrative Agent, the Purchasers have severally agreed to purchase notes from the Companies and warrants from Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Security Agreement, dated as of June 9, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Purchasers, and grants to the Administrative Agent for the benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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.

[Signature Page Follows]

IN WITNESS WHEREOF, 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,

CONTEXO MMI LLC,  
as Grantor

By:   
Name: Kevin Marcum  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

VSS MEZZANINE PARTNERS, L.P.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Hal R. Greenberg  
Title: Co-Manager and Managing Director



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

<b>Trademark</b>	<b>Registration Number</b>
Contexo Media	78/687,982
The Medical Management Institute	2,634,381
Dedicated to the Business of Medicine	3,019,054
ipractice.md	2,435,433
Certified Professional Coder	2,841,963
CPC	2,932,025
Registered Medical Coder	2,841,962
Association of Registered Medical Professionals	2,986,597
The Coding Institute	2,754,549
RMC	2,932,026
Medicare Advisor	1,652,057

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