

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Collateral Assignment and Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TransCare Corporation | | 10/13/2006 | CORPORATION: DELAWARE |
| TransCare New York, Inc. | | 10/13/2006 | CORPORATION: DELAWARE |
| TransCare Pennsylvania, Inc. | | 10/13/2006 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wachovia Bank, National Association | | |
| Street Address: | 1133 Avenue of the Americas | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10036 | | |
| Entity Type: | National Association: | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1816176 | CARE COACH | |
| Registration Number: | 2238101 | KINGWAY | |
| Registration Number: | 2143825 | TC TRANS CARE THE DRIVING FORCE IN HEALTH CARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (917)368-7136 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-905-3662 | | |
| Email: | mfarinas@oshr.com | | |
| Correspondent Name: | Mercedes Farinas | | |
| Address Line 1: | 230 Park Avenue | | |
| Address Line 2: | Otterbourg, Steindler, Houston & Rosen | | |
| Address Line 4: | New York, NEW YORK 10169 | | |
| NAME OF SUBMITTER: | Mercedes Farinas | | |

OP \$90.00 1816176

| | |
|---|--------------------|
| Signature: | /Mercedes Farinas/ |
| Date: | 10/20/2006 |
| Total Attachments: 22 source=TransCare Corp Security Agreement#page1.tif source=TransCare Corp Security Agreement#page2.tif source=TransCare Corp Security Agreement#page3.tif source=TransCare Corp Security Agreement#page4.tif source=TransCare Corp Security Agreement#page5.tif source=TransCare Corp Security Agreement#page6.tif source=TransCare Corp Security Agreement#page7.tif source=TransCare Corp Security Agreement#page8.tif source=TransCare Corp Security Agreement#page9.tif source=TransCare Corp Security Agreement#page10.tif source=TransCare Corp Security Agreement#page11.tif source=TransCare Corp Security Agreement#page12.tif source=TransCare Corp Security Agreement#page13.tif source=TransCare Corp Security Agreement#page14.tif source=TransCare Corp Security Agreement#page15.tif source=TransCare Corp Security Agreement#page16.tif source=TransCare Corp Security Agreement#page17.tif source=TransCare Corp Security Agreement#page18.tif source=TransCare Corp Security Agreement#page19.tif source=TransCare Corp Security Agreement#page20.tif source=TransCare Corp Security Agreement#page21.tif source=TransCare Corp Security Agreement#page22.tif | |

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated October 13, 2006, is by and among TRANSCARE CORPORATION, a Delaware corporation, TRANSCARE NEW YORK, INC., a Delaware corporation, TRANSCARE PENNSYLVANIA, INC., a Delaware Corporation (each individually a "Debtor" and Collectively "Debtors") and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association ("Secured Party").

W I T N E S S E T H :

WHEREAS, Debtors, certain subsidiaries of Debtors, and Secured Party have entered into or are about to enter into financing arrangements pursuant to which Secured Party may make loans and provide other financial accommodations to Debtors and certain of its subsidiaries as set forth in the Loan and Security Agreement dated as of even date herewith, by and among the Secured Party, Debtors and certain affiliates of Debtors (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtors and certain of its affiliates pursuant thereto, Debtors have agreed to grant to Secured Party certain collateral security as set forth herein;

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

1. **GRANT OF SECURITY INTEREST.** As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtors hereby grant to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtors' now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtors' trademarks, trade names, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtors' use of any trademarks, trade names, trade styles and service marks, and all reissues,

extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements, subject to the rights of the licensors therein, pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtors against third parties for past or future infringement of the Trademarks.

Notwithstanding anything to the contrary contained in this Section 1, the Collateral shall not include any "intent to use" applications for Trademark registrations filed pursuant to Section 1(b) of the Lanham Act, codified at 15 U.S.C. §§ 1051 et seq., to the extent that any assignment, pledge or grant of a security interest in any "intent to use" application prior to such filing would violate the Lanham Act, unless an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically and without any further action be subject to the security interest granted herein and be deemed part of the Collateral; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under the Uniform Commercial Code or other applicable law or (ii) so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interests in and liens upon any rights or interests of such Debtors in or to any proceeds thereof.

2. OBLIGATIONS SECURED. The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtors to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement or the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtors under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case)whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS. Each Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such

representations, warranties and covenants being continuing so long as any of the Obligations are outstanding), except as otherwise provided in the Loan Agreement:

(a) All of the existing material Trademarks, if any, are valid and subsisting in full force and effect, and Debtors own the sole, full and clear title to the Collateral, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtors shall, at Debtors' expense, (x) perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered material Trademarks as registered trademarks or service marks, as the case may be, and to maintain the existence of material Trademarks as valid and subsisting, including, without limitation, the filing of any affidavits of use, renewal affidavits and applications and (y) Debtors shall provide, upon request, Secured Party with written confirmations that the necessary filings to maintain the existence, validity and subsistence of material Trademarks have been made prior to the time that the filings are due. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement and (iii) the licenses permitted under Section 3(d) hereof.

(b) Debtors shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder or under the Loan Agreement.

(c) Debtors shall, at Debtors' expense, promptly perform all acts in the United States and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement, subject to the terms and conditions of Sections 3(a) and 3(h) hereof. Debtors hereby authorize Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtors further authorize Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, Debtors do not have any Trademarks that are used in Debtors' business registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Debtors shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition

of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(f) Secured Party may, in its discretion, pay any amount or do any act which Debtors fail to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtors shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtors, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(g) Debtors shall provide notice to Secured Party of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States. If, after the date hereof, Debtors shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtors shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(h) Debtors will not do any act or omit to do any act, whereby the material registered Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtors may abandon a Trademark which is not currently in use or is no longer necessary to their businesses so long as Debtors have indicated such Trademark is no longer necessary in the Information Certificate or has provided fifteen (15) days prior written notice to Secured Party of Debtors' intention to abandon such Trademark and Secured Party has not objected to the intended abandonment thereof. Debtors shall notify Secured Party promptly if they know or have reason to know of any reason why any application, registration, or recording may become canceled, invalidated, avoided or avoidable.

(i) Debtors shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtors' exclusive property, subject to the right of Debtors to abandon Trademarks set forth in Section 3(h) hereof, and to protect Secured Party's interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(j) To the best of each Debtors' knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the material registered Trademarks presently being questioned in any litigation or proceeding to which each Debtor is a party. Each Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any material registered Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, each Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to such Trademarks. So long as no Event of Default exists or has occurred and is continuing, Debtors may, subject to the terms and conditions of this Agreement and the other Financing Agreements, take such action at its sole cost and expense to halt the infringement of any of the Trademarks.

(k) Each Debtor assumes all responsibility and liability arising from the use of the Trademarks, and Debtors hereby indemnify and hold Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtors (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtors (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement

(l) Debtors shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT. The occurrence of any Event of Default (as such term is defined in the Loan Agreement) under the Loan Agreement is referred to herein as an "Event of Default".

5. RIGHTS AND REMEDIES. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtors except as such notice or consent is expressly provided for hereunder, to the extent not inconsistent with the Second Lien Intercreditor Agreement (as

such term is defined in the Loan Agreement) as determined by the Secured Party in its sole discretion:

(a) Secured Party may require that neither Debtors nor any affiliate or subsidiary of Debtors make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtors or any subsidiary or affiliate of Debtors or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtors of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtors of any proposed disposition shall be deemed reasonable notice thereof and Debtors waive any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtors, pursuant to the authority granted in the Powers of Attorney described in Section 3(e) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtors agree to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtors agree that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtors shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtors shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtors shall supply to Secured Party or to Secured Party's designee, Debtors' knowledge and expertise relating to the services bearing the Trademarks and Debtors' customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW.

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflict of laws).

(b) Debtors and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for New York County and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtors and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtors or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtors or its property).

(c) Debtors hereby waive personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtors in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtors shall appear in answer to such process, failing which Debtors shall be deemed in default and judgment may be entered by Secured Party against Debtors for the amount of the claim and other relief requested.

(d) DEBTORS AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTORS AND SECURED PARTY IN RESPECT

OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTORS AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTORS OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTORS AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtors (whether in tort, contract, equity or otherwise) for losses suffered by Debtors in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS.

(a) All notices, requests and demands hereunder shall be in writing and shall be deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtors: 5811 Foster Avenue
Brooklyn, New York 11234
Attention: President
Telephone No.: (718) 251-2900
Telecopy No.: (718) 209-1381

with a copy to: Nixon Peabody LLP
437 Madison Avenue
New York, New York 10022
Attention: Lauren Wiesenber, Esq.
Telephone No.: (212) 940-3000
Telecopy No.: (212) 940-3111

If to Secured Party: Wachovia Bank, National Association
1133 Avenue of the Americas
New York, New York 10036
Attention: Portfolio Manager
Telephone No.: (212) 845-2000
Telecopy No.: (212) 545-4283

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtors and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtors and their successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

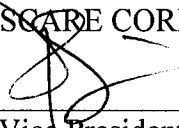
(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of

transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

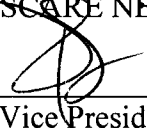
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IN WITNESS WHEREOF, Debtors and Secured Party have executed this Agreement as of the day and year first above written.


TRANSCARE CORPORATION

By: 
Title: Vice President

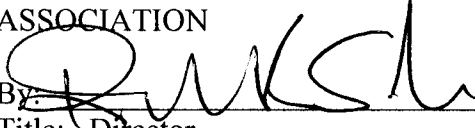
TRANSCARE NEW YORK, INC.

By: 
Title: Vice President

TRANSCARE PENNSYLVANIA, INC.

By: 
Title: Vice President

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: 
Title: Director

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

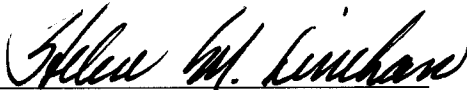
On the 10th day of October, 2006, before me personally came Patrick Seiler, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the Vice President of TRANSCARE CORPORATION, the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

HELEN M. LINEHAN
Notary Public, State of New York
No. 01LI6047897
Qualified in New York County
Commission Expires Sept. 18, 2008
10

On the 10th day of October, 2006, before me personally came Patrick Seiler, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the Vice President of TRANSCARE NEW YORK, INC., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

HELEN M. LINEHAN
Notary Public, State of New York
No. 01LI6047897
Qualified in New York County
Commission Expires Sept. 18, 2008
10

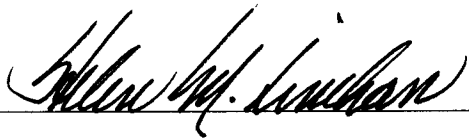
On the 10th day of October, 2006, before me personally came Patrick Seiler, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the Vice President of TRANSCARE PENNSYLVANIA, INC., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

HELEN M. LINEHAN
Notary Public, State of New York
No. 01LI6047897
Qualified in New York County
Commission Expires Sept. 18, 2008
10

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 10th day of October, 2006, before me personally came Richard Schultz to me known, who being by me duly sworn, did depose, acknowledge and say that he is the Director of WACHOVIA BANK, NATIONAL ASSOCIATION, the national association which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said national association.



Notary Public

HELEN M. LINEHAN
Notary Public, State of New York
No. 01LI6047897
Qualified in New York County
Commission Expires Sept. 18, 2006

10

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

TransCare Pennsylvania, Inc.

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Expiration Date</u> | <u>Application/ Serial Number</u> | <u>Application Date</u> |
|------------------|----------------------------|--------------------------|------------------------|-----------------------------------|-------------------------|
| CARE COACH | 1,816,176 | 01/11/1994 | 01/11/2014 | 74/380338 | 04/19/1993 |

TransCare New York, Inc.

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Expiration Date</u> | <u>Application/ Serial Number</u> | <u>Application Date</u> |
|------------------|----------------------------|--------------------------|------------------------|-----------------------------------|-------------------------|
| METROLANCE | 2,238,101 | 04/13/1999 | 04/13/2009 | 75/279207 | 04/22/1997 |

TransCare Corporation

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Expiration Date</u> | <u>Application/ Serial Number</u> | <u>Application Date</u> |
|------------------|----------------------------|--------------------------|------------------------|-----------------------------------|-------------------------|
| TRANSCARE | 2,143,825 | 03/17/1998 | 03/17/2008 | 74/664406 | 04/21/1995 |

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

List of Licenses

NONE

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

Forms of Special Power of Attorney

(See attached)

STATE OF)
) ss.:
COUNTY OF)

On the __ day of October, 2006, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the _____ of TRANSCARE CORPORATION, the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that TRANSCARE NEW YORK, INC. (“Debtor”) hereby appoints and constitutes WACHOVIA BANK, NATIONAL ASSOCIATION as Agent (“Secured Party”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: October __, 2006

TRANSCARE NEW YORK, INC.

By: _____

Title: _____

STATE OF)
) ss.:
COUNTY OF)

On the __ day of October, 2006, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the _____ of TRANSCARE NEW YORK, INC., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that TRANSCARE PENNSYLVANIA, INC. (“Debtor”) hereby appoints and constitutes WACHOVIA BANK, NATIONAL ASSOCIATION as Agent (“Secured Party”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: October __, 2006

TRANSCARE PENNSYLVANIA, INC.

By: _____

Title: _____

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of October, 2006, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the _____ of TRANSCARE PENNSYLVANIA, INC., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public