

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transcare Pennsylvania, Inc.		08/04/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Patriarch Partners Agency Services, LLC		
Street Address:	227 W. Trade St.		
Internal Address:	Suite 1400		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74380338	CARE COACH	
Registration Number:	1816176	CARE COACH	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202 756 9266		
Email:	virginia.e.brown@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	80 State Street		
Address Line 2:	6th Floor		
Address Line 4:	Albany, NEW YORK 12207		
NAME OF SUBMITTER:	Beth Brown		
Signature:	/Beth Brown/		

CH \$65.00 74380338

Date:

12/12/2006

Total Attachments: 3

source=1816176#page2.tif

source=1816176#page3.tif

source=1816176#page4.tif

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Assignment"), is made by and between TRANSCARE PENNSYLVANIA, INC., a Delaware corporation ("Grantor"), and PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as agent (in such capacity, the "Agent") for itself and the Lenders referenced below.

WHEREAS, Grantor is the sole owner of the marks set forth on Schedule 1 hereof (collectively, the "Marks");

WHEREAS, under the terms of, and as a condition precedent to the effectiveness of, that certain Credit Agreement, dated as of August 4, 2003, among Grantor, as borrower thereunder, the financial institutions from time to time lenders thereunder (collectively, the "Lenders") and Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") the Grantor entered into the Security Agreement dated as of even date therewith (the "Security Agreement");

WHEREAS, to secure the due and prompt payment and performance of the Secured Obligations (as defined in the Security Agreement), Grantor pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in certain collateral, including the Marks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Grantor hereby pledges, assigns, hypothecates and transfers, and grants to the Agent, for itself and for the benefit of the Lenders, a continuing security interest and lien in and to the Marks and all

NY380866.1/1755-00014

registrations and applications for registrations of the Marks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Marks and together with all of Grantor's right to sue and recover for infringement of the Marks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by an authorized officer of the Grantor.

TRANSCARE PENNSYLVANIA, INC.

By: 

Name:

Patrick Seiler

Title:

UP Finance

NY380866.1/1755-00014

TRADEMARK
REEL: 003442 FRAME: 0102

SCHEDULE 1
TO
TRADEMARK COLLATERAL SECURITY AGREEMENT

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
CARE COACH	1,816,176	01/11/1994	01/11/2014

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
	74/380338	04/19/1993