

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEXTCARE HOLDINGS, INC.		01/19/2010	CORPORATION: DELAWARE
NEXTCARE, INC.		01/19/2010	CORPORATION: DELAWARE
NEXTCARE ARIZONA LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
NEXTCARE GEORGIA LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
NEXTCARE INSTITUTE FOR CLINICAL RESEARCH LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
NEXTCARE NORTH CAROLINA LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
NEXTCARE TEXAS LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
PHYTCARE LLC		01/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
CASA GRANDE URGENT CARE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: ARIZONA
APACHE JUNCTION URGENT CARE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: ARIZONA
GREENWAY URGENT CARE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: ARIZONA
CHANDLER URGENT CARE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: ARIZONA
SHEA URGENT CARE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: ARIZONA
AVONDALE URGENT CARE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: ARIZONA
GLENDALE URGENT CARE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: ARIZONA
SUN CITY URGENT CARE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: ARIZONA
DESERT RIDGE URGENT CARE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: ARIZONA
DANA LANDING URGENT CARE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: ARIZONA

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**TRADEMARK
 REEL: 004133 FRAME: 0472**

THOMAS ROAD URGENT CARE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: ARIZONA
COLORADO URGENT CARE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: COLORADO
SOUTHWEST PHOENIX URGENT CARE, LLC		01/19/2010	LIMITED LIABILITY COMPANY: ARIZONA
MATRIX OCCUPATIONAL HEALTH, INC.		01/19/2010	CORPORATION: DELAWARE
ACCELERATEMD, LLC		01/19/2010	LIMITED LIABILITY COMPANY: ARIZONA
NEXTCARE IMMEDIATE CARE LLC		01/19/2010	LIMITED LIABILITY COMPANY: ARIZONA

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.
Street Address:	6011 Connection Drive
Internal Address:	Attn: NextCare - Account Manager
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	GOLDMAN SACHS SPECIALTY LENDING HOLDINGS, INC.
Street Address:	6011 Connection Drive
Internal Address:	Attn: NextCare - Account Manager
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2164678	NEXTCARE
Registration Number:	3402987	NEXTXPRESS
Registration Number:	3392840	NEXTXPRESS
Serial Number:	77637227	WAHOO

CORRESPONDENCE DATA

Fax Number: (303)894-9239

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK
REEL: 004133 FRAME: 0473

Phone: 303-830-1776
Email: tcope@pattonboggs.com
Correspondent Name: Patton Boggs LLP
Address Line 1: 1801 California Street
Address Line 2: Suite 4900
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	023714.0140
NAME OF SUBMITTER:	Theresa Cope
Signature:	/Theresa Cope/
Date:	01/19/2010

Total Attachments: 8
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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Amendment**”) is made and entered into as of the 19th day of January, 2010, by and among each of the undersigned grantors (each, a “**Grantor**”), the lender signatory hereto (the “**Lender**”) and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as administrative agent, collateral agent and lead arranger (in such capacities, the “**Agent**”).

WHEREAS, Grantors entered into that certain Intellectual Property Security Agreement, dated as of September 11, 2008, in favor of Agent (as the same may be amended, modified or supplemented from time to time, the “**IP Security Agreement**”); and

WHEREAS, the parties have elected to amend the IP Security Agreement to update certain schedules to the IP Security Agreement and, subject to the terms and conditions set forth herein, Agent and Lender are prepared to make such amendments;

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined in this Amendment shall have the meaning ascribed to them in the IP Security Agreement. Unless otherwise specified, all section references herein refer to sections of the IP Security Agreement.

2. Amendments to IP Security Agreement.

2.1 Schedule C. Schedule C to the IP Security Agreement is hereby deleted in its entirety and replaced with Schedule C attached hereto.

2.2 Schedule D. Schedule D to the IP Security Agreement is hereby deleted in its entirety and replaced with Schedule D attached hereto.

3. Effectiveness of Amendment. This Amendment shall become effective upon receipt by Agent of an executed copy of this Amendment.

4. Ratifications, Grantor Representations and Warranties.

4.1 The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the IP Security Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the IP Security Agreement are ratified and confirmed and shall continue in full force and effect. Each of the Grantors, Agent and Lender agree that the IP Security Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors’ rights generally or by equitable principles relating to enforceability.

4.2 Each Grantor represents and warrants that the execution, delivery and performance of this Amendment have been duly authorized by all necessary corporate or equivalent action of such Grantor.

5. Benefits. This Amendment shall be binding upon and inure to the benefit of the Agent, Lender and Grantors and their respective successors and permitted assigns; provided, however, that no Grantor may, without the prior written consent of Agent, assign any rights, powers, duties or obligations under this Amendment or the IP Security Agreement.

6. Construction. **THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.**

7. Invalid Provisions. In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

8. Entire Agreement. The IP Security Agreement, as amended by this Amendment, and the other Credit Documents contain the entire agreement among the parties regarding the subject matter hereof and supersede all prior written and oral agreements and understandings among the parties hereto regarding same.

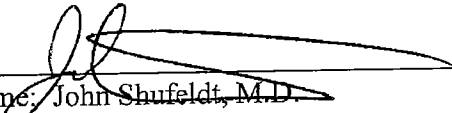
9. Reference to IP Security Agreement. The IP Security Agreement and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the IP Security Agreement, as amended hereby, are hereby amended so that any reference therein to the IP Security Agreement shall mean a reference to the IP Security Agreement as amended hereby.

10. Counterparts. This Amendment may be executed in any number of counterparts (and by the different parties hereto in different counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this Amendment.

[signature pages follow]

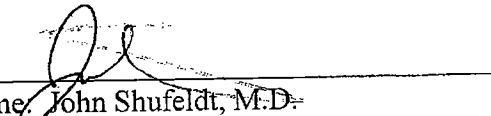
IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

**NEXTCARE HOLDINGS, INC. and
NEXTCARE, INC.,**
each a Delaware corporation


By: 
Name: John Shufeldt, M.D.
Title: CEO

**NEXTCARE ARIZONA LLC,
NEXTCARE GEORGIA LLC,
NEXTCARE INSTITUTE FOR CLINICAL
RESEARCH LLC,
NEXTCARE NORTH CAROLINA LLC,
NEXTCARE TEXAS LLC, and
PHYTCARE LLC,**
each a Delaware limited liability company

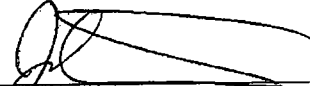
By: NEXTCARE, INC., a Delaware corporation,
its sole member

By: 
Name: John Shufeldt, M.D.
Title: CEO


**CASA GRANDE URGENT CARE, LLC,
APACHE JUNCTION URGENT CARE, LLC,
GREENWAY URGENT CARE, LLC,
CHANDLER URGENT CARE, LLC,
SHEA URGENT CARE, LLC,
AVONDALE URGENT CARE, LLC,
GLENDALE URGENT CARE, LLC,
SUN CITY URGENT CARE, LLC,
DESERT RIDGE URGENT CARE, LLC,
DANA LANDING URGENT CARE, LLC, and
THOMAS ROAD URGENT CARE, LLC,**
each an Arizona limited liability company

By: 
Name: John Shufeldt, M.D.
Title: Sole Manager


COLORADO URGENT CARE, LLC,
a Colorado limited liability company

By: 
Name: John Shufeldt, M.D.
Title: Chairperson and Treasurer

**SOUTHWEST PHOENIX URGENT CARE,
LLC,** an Arizona limited liability company

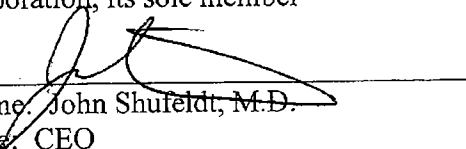
By: 
Name: John Shufeldt, M.D.
Title: Chairperson and Treasurer

MATRIX OCCUPATIONAL HEALTH, INC.,
a Delaware corporation

By: 
Name: John Shufeldt, M.D.
Title: President


**ACCELERATEMD, LLC and
NEXTCARE IMMEDIATE CARE LLC,**
each an Arizona limited liability company

By: NEXTCARE, INC., a Delaware
corporation, its sole member

By: 
Name: John Shufeldt, M.D.
Title: CEO


**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.,**

as Administrative Agent, Collateral Agent and
Lead Arranger

By: 
Name: Tucker E. Greene
Title: Senior Vice President

**GOLDMAN SACHS SPECIALTY LENDING
HOLDINGS, INC.,**

as a Lender

By: 
Name: _____
Title: Tucker E. Greene
Senior Vice President

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks:

Loan Party	Trademark	Country	Registration / Application Number and Date
NextCare, Inc.	Nextcare & Design	U.S.	Reg. 2,164,678 06/09/1998
NextCare, Inc.	NextXpress Logo	U.S.	Reg. 3,402,987 03/25/2008
NextCare, Inc.	NextExpress Trademark	U.S.	Reg. 3,392,840 03/04/2008
NextCare, Inc.	WAHOO	U.S.	77/637/227 12/19/2008

SCHEDULE D

DOMAIN NAMES

<u>Domain Name</u>	<u>Record Owner</u>
nextcare.com	NextCare, Inc.
MyPhyTcare.com	NextCare, Inc.
NextCare-AZ.com	NextCare, Inc.
NextCare-CO.com	NextCare, Inc.
NextCareImmediateCare.com	NextCare, Inc.
NextCare-NC.com	NextCare, Inc.
NextCareWalkinCare.com	NextCare, Inc.
PhyTcare.com	NextCare, Inc.
closesturgentcare.com	NextCare, Inc.
SickHappens.com	NextCare, Inc.
SickHappens.net	NextCare, Inc.
SickHappens.org	NextCare, Inc.
SickHappens.info	NextCare, Inc.
H1N1FluCare.com	NextCare, Inc.
UrgentCareNet.com	NextCare, Inc.
MyFluCare.com	NextCare, Inc.
FluHeadquarters.com	NextCare, Inc.
FluHeadquarters.org	NextCare, Inc.
FluHeadquarters.info	NextCare, Inc.
FluHeadquarters.net	NextCare, Inc.
TheFluHeadquarters.com	NextCare, Inc.
Myfluheadquarters.com	NextCare, Inc.
AccelerateMD.net	NextCare, Inc.
cuidadourgente.com	NextCare, Inc.