

**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
MedSynergies, Inc.		12/31/2010	CORPORATION: DELAWARE
PhyServe Physician Services, Inc.		12/31/2010	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Comerica Bank, as Agent
Street Address:	39200 Six Mile Road
Internal Address:	MC 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Banking Association: TEXAS

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3460809	SELF-PAY COLLECTION RATES 97% OR MORE 1ST PASS PAYMENT RATES 90% OR MORE PRE-BILL ACCEPTANCE RATES 96% OR MORE RECONCILED VISITS 99.5% OR MORE DOS:DOCE 2 DAYS OR LESS THOMAS' HIERARCHY OF NEEDS
Registration Number:	2932922	HRBENEFITSRX
Registration Number:	2945979	GROUPACCESSRX
Registration Number:	2874248	REFERRALRX
Registration Number:	2884052	DENIALRX
Registration Number:	3014787	CREDENTIALSRX
Registration Number:	2133769	MEDSYNERGIES
Registration Number:	3821453	PHYSERVE
Serial Number:	77915511	YOUR MISSION. YOUR PARTNER.
Serial Number:	77915519	YOUR MISSION. YOUR PARTNER.

OP \$315.00 3460809

Serial Number:	77908732	MEDSYNERGIES
Serial Number:	77908794	MEDSYNERGIES

**CORRESPONDENCE DATA**

Fax Number: (734)930-2494  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 734-761-3780  
Email: asujek@bodmanlaw.com  
Correspondent Name: Angela Alvarez Sujek - Bodman PLC  
Address Line 1: 201 S. Division Street  
Address Line 2: Suite 400  
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/angela alvarez sujek/
Date:	01/07/2011

Total Attachments: 9  
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## AGREEMENT

### (Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 31, 2010 between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as administrative agent for and on behalf of the Lenders (as defined below) ("Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Medsynergies, Inc. and PhyServe Physician Services, Inc. (collectively, the "Borrowers"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and the Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended, restated or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (other than applications filed on an "intent-to-use" basis), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark or Trademark registration set forth on *Schedule 1.1* attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted

under the terms of the Credit Agreement, provided that the requisite Lenders under the Credit Agreement shall have consented to such sale or disposition in accordance with Section 13.10 of the Credit Agreement, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.


SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


**MEDSYNERGIES, INC.**

By:   
Name: John R. Thomas  
Its: Chief Executive Officer

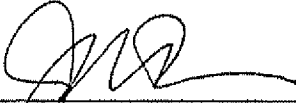
**PHYSERVE PHYSICIAN SERVICES, INC.**

By:   
Name: John R. Thomas  
Its: Chief Executive Officer

**PHYS HOLDINGS CORP.**

By:   
Name: John R. Thomas  
Its: Chief Executive Officer

**PHYSERVE HOLDINGS INC.**

By:   
Name: John R. Thomas  
Its: Chief Executive Officer

SECURED PARTY:


COMERICA BANK, as Agent

By:   
Name: David Whiting  
Title: SVP

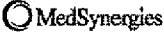

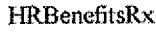
**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**

**MedSynergies, Inc.**

<b>Trademark</b>	<b>Database</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Status</b>	<b>Owner</b>
YOUR MISSION. YOUR PARTNER.	U.S. Federal	77915511		20-JAN-2010		PUBLISHED (PENDING) Intent to Use	MEDSYNERGIES, INC. TEXAS CORPORATION THIRD FLOOR 1255 CORPORATE DRIVE IRVING, TEXAS 75038
YOUR MISSION. YOUR PARTNER.	U.S. Federal	77915519		20-JAN-2010		PUBLISHED (PENDING) Intent to Use	MEDSYNERGIES, INC. TEXAS CORPORATION THIRD FLOOR 1255 CORPORATE DRIVE IRVING, TEXAS 75038
MEDSYNERGIES  	U.S. Federal	77908732		11-JAN-2010		PUBLISHED (PENDING) Intent to Use	MEDSYNERGIES, INC. TEXAS CORPORATION THIRD FLOOR 1255 CORPORATE DRIVE IRVING, TEXAS 75038



Trademark	Database	Application Number	Registration Number	Application Date	Registration Date	Status	Owner
<p>MEDSYNERGIES</p> 	U.S. Federal	77908794		11-JAN-2010		PUBLISHED (PENDING) Intent to Use	MEDSYNERGIES, INC. TEXAS CORPORATION THIRD FLOOR 1255 CORPORATE DRIVE IRVING, TEXAS 75038
<p>SELF-PAY COLLECTION RATES 97% OR MORE 1ST PASS PAYMENT RATES 90% OR MORE PRE-BILL ACCEPTANCE RATES 96% OR MORE RECONCILED VISITS 99.5% OR MORE DOS:DOCE 2 DAYS OR LESS THOMAS' HIERARCHY OF NEEDS</p> 	U.S. Federal	77233983	3460809	19-JUL-2007	08-JUL-2008	REGISTERED	MEDSYNERGIES, INC. DELAWARE CORPORATION THIRD FLOOR 1255 CORPORATE DRIVE IRVING, TEXAS 75038
<p>HRBENEFITSRX</p> 	U.S. Federal	78326794	2932922	12-NOV-2003	15-MAR-2005	REGISTERED	MEDSYNERGIES, INC. TEXAS CORPORATION 1320 GREENWAY DRIVE, SUITE 600 IRVING, TEXAS 75038

Trademark	Database	Application Number	Registration Number	Application Date	Registration Date	Status	Owner
GROUPACCESSRX  GroupAccessRx	U.S. Federal	78326819	2945979	12-NOV-2003	03-MAY-2005	REGISTERED	MEDSYNERGIES, INC. TEXAS CORPORATION 1320 GREENWAY, SUITE 600 IRVING, TEXAS 75038
REFERRALRX	U.S. Federal	78152196	2874248	08-AUG-2002	17-AUG-2004	REGISTERED	MEDSYNERGIES, INC. TEXAS CORPORATION 1320 GREENWAY DRIVE, SUITE 600 IRVING, TEXAS 75038
DENIALRX	U.S. Federal	78139812	2884052	28-JUN-2002	14-SEP-2004	REGISTERED Supplemental Register	MEDSYNERGIES, INC. TEXAS CORPORATION 1320 GREENWAY DRIVE, SUITE 600 IRVING, TEXAS 75038
CREDENTIALSRX	U.S. Federal	78129002	3014787	15-MAY-2002	15-NOV-2005	REGISTERED	MEDSYNERGIES, INC. TEXAS CORPORATION 1320 GREENWAY DRIVE, SUITE 600 IRVING, TEXAS 75038

Trademark	Database	Application Number	Registration Number	Application Date	Registration Date	Status	Owner
MEDSYNERGIES	U.S. Federal	75091555	2133769	19-APR-1996	03-FEB-1998	RENEWED (REGISTERED)	MEDSYNERGIES, INC. TEXAS CORPORATION 1255 CORPORATE DRIVE THIRD FLOOR IRVING, TEXAS 75038

**PhyServe Physician Services, Inc.**

Trademark	Database	Registration Number	Status	Registration Date	Owner
PHYSERVE	U.S. Federal	3821453	REGISTERED	20-JUL-2010	PHYSERVE PHYSICIAN SERVICES, INC. TEXAS CORPORATION 9229 LBJ FREEWAY DALLAS, TEXAS 75243