

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
Home Physicians Management, LLC		03/25/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Triangle Capital Corporation		
Street Address:	3700 Glenwood Avenue, Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74692342	HOME PHYSICIANS	
CORRESPONDENCE DATA			
Fax Number:	(919)821-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919-838-2020		
Email:	chazlewood@smithlaw.com		
Correspondent Name:	Carol Hazlewood		
Address Line 1:	P.O. Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602-2611		
ATTORNEY DOCKET NUMBER:	11874.7		
NAME OF SUBMITTER:	Carol Hazlewood		
Signature:	/Carol Hazlewood/		
Date:	03/28/2011		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of the 25th day of March, 2011, by HOME PHYSICIANS MANAGEMENT, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of Triangle Capital Corporation, a Maryland corporation, in its capacity as collateral agent pursuant to the Security Agreement (defined below), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “**Collateral Agent**”).

WHEREAS, the Grantor has, pursuant to that certain Security Agreement dated as of the date hereof (as supplemented from time to time, the “**Security Agreement**”; capitalized terms used but not defined herein having the meaning assigned to such term in the Security Agreement), granted to the Collateral Agent for the benefit of the Holders from time to time party to the Note Purchase Agreement referred to herein a security interest in and to all of the right, title and interest of such Grantor, in, to and under the Collateral, including with respect thereto, the Trademarks, as collateral security for the payment and performance of the Secured Obligations in full when due; and

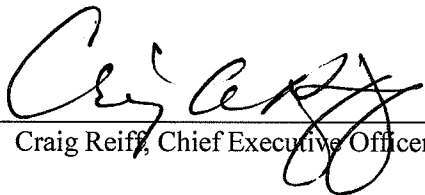
WHEREAS, the Grantor and the Collateral Agent wish to further memorialize the security interest described above as it relates to the registered and pending U.S. federal Trademarks identified in Schedule A, attached hereto and incorporated herein by this reference, and the goodwill attendant thereto and all other rights appurtenant thereto, including but not limited to all causes of action for infringement thereof and all products and proceeds thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Collateral Agent a security interest in and lien on all of its right, title and interest in the Trademarks identified in Schedule A, as collateral security for the payment and performance of the Secured Obligations in full when due.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as of the date first written above.

HOME PHYSICIANS MANAGEMENT, LLC

By: 
Craig Reiff, Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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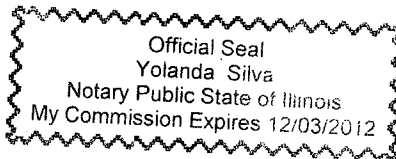
ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
COUNTY OF Cook) ss.

On this 24 day of March, 2011, before me personally appeared Craig Reiff, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HOME PHYSICIANS MANAGEMENT, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Member and Manager, and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Yolanda Silva
Notary Public

[seal]



[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed:

TRIANGLE CAPITAL CORPORATION

By:


Matthew A. Young, Vice President

[Signature Page to Trademark Security Agreement]


TRADEMARK
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SCHEDULE A

to

TRADEMARK SECURITY AGREEMENT

United States Registrations:

Service Mark	Registrant	Filing Date	Jurisdiction	Serial #	Status
 <p>The logo for Home Physicians features the word "Home" in a bold, sans-serif font above a square icon. The icon depicts a white house with a black outline, a black stethoscope, and a black heart. Below the icon, the word "PHYSICIANS" is written in a smaller, all-caps, sans-serif font.</p>	Borrower	6/22/1995	United States	74692342	Registered

United States Applications:

None.