

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Consultants, Inc.		10/05/2005	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	MCG Capital Corporation, as Administrative Agent		
Street Address:	1100 Wilson Boulevard		
Internal Address:	Suite 300		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2022669	EMERGENCY PHYSICIANS DICTATION SERVICES	
Registration Number:	2031295	EMERGENCY PHYSICIANS BILLING SERVICES	
Registration Number:	1982399	EPDS	
Registration Number:	1597793	EPBS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4752		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	penelope.johnson@kattenlaw.com		
Correspondent Name:	Penelope S. Johnson		
Address Line 1:	525 West Monroe Street		
Address Line 2:	c/o Katten Muchin Rosenman LLP		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	332658/00027		

CH \$115.00 2022669

NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	10/06/2005
Total Attachments: 5 source=j6a03200#page1.tif source=j6a03200#page2.tif source=j6a03200#page3.tif source=j6a03200#page4.tif source=j6a03200#page5.tif	

SUBORDINATED TRADEMARK SECURITY AGREEMENT

THIS SUBORDINATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of October, 2005 by **MEDICAL CONSULTANTS, INC.**, an Oklahoma corporation ("Grantor"), in favor of **MCG CAPITAL CORPORATION**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (the "Grantee").

WITNESSETH

WHEREAS, Grantor, Grantee and the lenders from time to time party thereto (the "Lenders") are parties to a certain Credit Facility Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Subordinated Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Grantee and the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a)

infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Delivery to Administrative Agent. At such time as the MLC Senior Indebtedness is paid in full and all commitments to lend under the terms thereof have been terminated, Grantor shall deliver or cause to be delivered, all Trademark Collateral in possession of Grantor or MLC Senior Debt Agent to Administrative Agent.

4. Subordination. To the extent any provision of this Agreement conflicts with the Intercreditor Agreement, the Intercreditor Agreement shall control until the Payment in Full (as defined in the Intercreditor Agreement) of the MLC Senior Indebtedness; provided that the provisions of this paragraph do not enlarge any rights Grantor may have under the Intercreditor Agreement or give Grantor any additional rights hereunder or thereunder. Without limiting the generality of the foregoing, until the Payment in Full of the MLC Senior Indebtedness, (a) any assignment or transfer of Trademark Collateral hereunder to Administrative Agent shall be subordinate to the Lien of the MLC Senior Debt Agent, (b) any request or consent of Administrative Agent required or made hereunder shall, to the extent provided in the Intercreditor Agreement, be deemed to be required or made by the MLC Senior Debt Agent, (c) any delivery of any Trademark Collateral or any other item to Administrative Agent required hereunder shall be to the MLC Senior Debt Agent, (d) any right of the Administrative Agent to assert any claims on behalf of a Grantor, solely to the extent provided in the Intercreditor Agreement, shall be vested in the MLC Senior Debt Agent and (e) Administrative Agent (or its nominee) shall not exercise any rights pursuant to its appointment as attorney-in-fact pursuant to Section 6 of the Security Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

ATTEST:

GRANTOR:

**MEDICAL CONSULTANTS, INC., an
Oklahoma corporation**

By: Mary Plumhett
Name:
Title: - CFO

By: Kenneth R. Goodin
Name: Kenneth R. Goodin
Title: President and Chief Executive Officer

[SEAL]

ATTEST:

**Accepted and agreed as of the date first above
written:**

**MCG CAPITAL CORPORATION, as
Administrative Agent**

By: _____
Name:
Title:

By: _____
Name:
Title:

[SEAL]

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

ATTEST:

GRANTOR:

**MEDICAL CONSULTANTS, INC., an
Oklahoma corporation**

By: _____
Name:
Title:

By: _____
Name: Kenneth R. Goodin
Title: President and Chief Executive Officer


[SEAL]

ATTEST:

**Accepted and agreed as of the date first above
written:**

**MCG CAPITAL CORPORATION, as
Administrative Agent**

By: 
Name: Kara A. Parmelee
Title: Vice President

By: 
Name: E. PETER MALEKIAN
Title: MANAGING DIRECTOR

[SEAL]

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
EMERGENCY PHYSICIANS DICTATION SERVICES	2,022,669	December 10, 1996
EMERGENCY PHYSICIANS BILLING SERVICES	2,031,295	January 14, 1997
EPDS	1,982,399	June 25, 1996
EPBS	1,597,793	May 22, 1990