

5-20-02

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Form PTO-1594

(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

5-20-02

Innovative Resource Group, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: March 29, 2002

2. Name and address of receiving party(ies)

Name: CapitalSource Finance LLC

Internal

Address: _____

Street Address: 4445 Willard Avenue 12th Fl.City: Chevy Chase State: MD Zip: 20815

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____

☒ Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,516,674 2,284,027 1,779,315Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael T. Platt, Esquire

Internal Address: _____

Street Address: Patton Boggs, LLP2550 M Street, N.W.City: Washington State: D.C. Zip: 20037

6. Total number of applications and registrations involved: _____

37. Total fee (37 CFR 3.41).....\$ 90.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: 500-709

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

MICHAEL T. PLATT

Signature

5/20/02

Date

05/20/2002 DEPT. OF COMMERCE 500009 2516674

Total number of pages including cover sheet, attachments, and document: 22

01 FC-401 40.00 CH
02 FC-402 50.00 CH

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002509 FRAME: 0415

**COLLATERAL PATENT, TRADEMARK,
COPYRIGHT AND LICENSE ASSIGNMENT**

THIS COLLATERAL PATENT, TRADEMARK AND LICENSE ASSIGNMENT (this "Assignment") is made March 29, 2002, by INNOVATIVE RESOURCE GROUP, LLC, a Wisconsin limited liability company ("Assignor") to CAPITALSOURCE FINANCE LLC, a Delaware limited liability company ("Assignee").

WHEREAS, APS Healthcare Holdings, Inc., a Delaware corporation ("Borrower"), and Secured Party have entered into that certain Amended and Restated Credit Agreement (Term Loan), dated as of July 23, 2001, as amended by that certain First Amendment to Amended and Restated Credit Agreement (Term Loan), dated as of even date herewith (as may be further amended, supplemented, modified or restated from time to time, the "Loan Agreement"), pursuant to which Borrower has agreed to borrow from Secured Party, and Secured Party has agreed to lend to Borrower, certain amounts pursuant to certain credit facilities, all in accordance with and subject to the terms and conditions set forth in the Loan Agreement.

WHEREAS, in connection therewith, Assignor has entered into that certain Guaranty, dated of even date herewith (as amended, supplemented or modified from time to time, the "Guaranty"), pursuant to which Assignor has agreed to guaranty the Obligations (as defined in the Loan Agreement).

WHEREAS, as a condition precedent to the obligation of Assignee to execute and deliver and perform under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) and to make Loans pursuant to the Loan Agreement, Assignor is required, and has agreed, to enter into and deliver this Agreement and to grant to Assignee a security interest in the Collateral (as hereinafter defined) as security for (a) Assignor's obligations under the Guaranty and other Loans Documents to which it is a party, and (b) the Obligations under the Loan Agreement; and

WHEREAS, Assignee is willing to execute, deliver and perform under the Loan Agreement and the other Loan Documents and to make the Loans available only upon the condition that Assignor executes and delivers to Assignee this Agreement and agrees to perform and to comply with its obligations under the this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and as an inducement for Assignee to enter into the Loan Agreement and the other Loan Documents, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. DEFINITIONS.

As used in this Assignment, the following terms shall have the meanings specified in this Section 1:

“Assignment” shall be defined to mean this Collateral Patent, Trademark, Copyright and License Assignment as amended, supplemented, restated or modified from time to time.

“Collateral” shall have the meaning assigned to that term in Section 2 hereof.

“Default” shall mean any event, fact, circumstance or condition that, with the giving of applicable notice or passage of time or both, would constitute or be or result in an Event of Default hereunder or under any Loan Document.

“Event of Default” shall mean the occurrence of any of the events set forth in Article 12.

Unless otherwise specified, as used in this Assignment or in any certificate, report, instrument or other document made or delivered pursuant to this Assignment, all accounting terms not defined in this Assignment or in the Loan Agreement shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP; provided, however, that if any change in GAAP in effect on the Closing Date shall result in a change in any calculation (or the meaning or effect of any calculation) required to determine compliance with any provision contained in this Assignment or in the Loan Agreement, the parties will amend such provision in a manner to reflect such change such that the determination of compliance with such provision shall yield the same result as would have been obtained prior to such change in GAAP. Until any such amendment is entered into, all such covenants shall be calculated in accordance with GAAP as in effect immediately preceding such change.

All capitalized terms used herein which are not specifically defined herein or in the Loan Agreement shall have the meanings provided in the UCC to the extent the same are used or defined therein. All capitalized terms in this Assignment and not defined herein shall have the defined meanings provided in the Loan Agreement. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Assignment shall refer to this Assignment as a whole and not to any particular provision of this Assignment, and references to section, article, annex, schedule, exhibit and like references are references to this Assignment unless otherwise specified. A Default or Event of Default shall “continue” or be “continuing” until such Default or Event of Default has been cured or waived by Assignee. References in this Assignment to any Person shall include such Person and its successors and permitted assigns.

2. Collateral Assignment of Patents Trademarks Copyrights and Licenses. As security for the due and punctual payment and performance by Assignor of all the Obligations under the Loan Agreement and Guaranteed Obligations under the Guaranty and any other Loan Documents to which it is a party (collectively, the “Secured Obligations”), Assignor hereby mortgages, pledges and assigns to Assignee, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale upon the occurrence of and during the continuance of an Event of Default, and grants Assignee a security interest in, all of

Assignor's right, title and interest in and to all of the following, whether now existing or hereafter arising, and the proceeds thereof (collectively and each individually, the "Collateral"):

(i) all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (A) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A) through (D), inclusive, in which Assignor now or hereafter have any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, trade names, copyrights, copyright registrations and copyright applications including, without limitation, the trademarks, service marks, domain names, copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (A) through (D), inclusive, with respect thereto in which Assignor now or hereafter have any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks" and all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (A) through (D), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all rights and obligations pursuant to Assignor's license agreements with any other Person or Persons with respect to any Patents, Marks and Copyrights or otherwise, whether Assignor is licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(iv) the goodwill of Assignor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing collateral assignment and grant of a security interest any of the existing Licenses to which Assignor is licensee (and any Patents, Marks and Copyrights currently licensed by others to Assignor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully

prohibits such collateral assignment or grant of a security interest without the consent of the other applicable party thereto and such consent has not been obtained; provided further, however, that, upon Assignee's request, Assignor will use its best efforts to obtain any consent needed to subject any such property to this collateral assignment and grant of a security interest.

3. Restrictions on Future Agreements. Assignor agrees and covenants that until the Obligations shall have been indefeasibly and irrevocably satisfied and paid in cash in full and the Loan Agreement shall have been terminated, Assignor will not take any action or enter into any agreement, including, without limitation, entering into any license agreement, which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees and covenants that it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action, which would adversely affect the validity or enforcement or nature of the rights transferred to Assignee under this Assignment. Except in the ordinary course of business or between the Assignor parties hereto, Assignor agrees and covenants not to sell, transfer or assign its interest in or grant any license under the Patents, Marks, Copyrights or Licenses or any part of the Collateral, without receiving the prior written consent of Assignee thereto, such consent not to be unreasonably withheld, delayed or conditioned.

4. Certain Covenants, Representations and Warranties of Assignor. Assignor covenants, represents and warrants that: (i) the Patents, Marks, Copyrights and Licenses and the Collateral are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and, to the best of Assignor's knowledge, are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses or the Collateral have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses and the Collateral is valid and enforceable and Assignor is unaware of any invalidating prior act (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses or any of the Collateral; (iv) to the best of Assignor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses or the Collateral constitutes an infringement; (v) Assignor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights and the Collateral (other than those being licensed to Assignor pursuant to the Licenses) free and clear of any Liens and encumbrances and restrictions of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks and Copyrights and Collateral described therein, free and clear of any Liens and encumbrances and restrictions of every kind and nature, in each case except for (A) rights granted by Assignor pursuant to the applicable Licenses as listed on Schedule C, (B) Liens and encumbrances in favor of Assignee pursuant to this Assignment or the other Loan Documents, and (C) Permitted Liens, (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B and C, respectively, constitute all such items in which Assignor has any right, title or interest; (vii) Assignor has the unqualified right to enter into this Assignment and perform its terms; (viii) Assignor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights and Collateral; and (ix) Assignor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Secured Obligations shall have been indefeasibly and irrevocably satisfied and paid in cash in full and the Loan Agreement shall have been terminated, Assignor or any of its Subsidiaries shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, domain name, copyright, copyright registration, trade name or license, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall, and shall cause any applicable Subsidiary to, give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by noting any such future acquired Patents, Marks, Copyrights and/or Collateral and/or any of the foregoing on Schedule A or B and any Licenses and licensed Patents, Marks or Copyrights and/or Collateral and/or any of the foregoing on Schedule C, as applicable; provided, however, that the failure of Assignee to make any such notation shall not limit or affect the obligations of Assignor or any of its Subsidiaries or rights of Assignee hereunder, and shall cause all such Subsidiaries to execute and deliver to Assignee an agreement substantially similar to this Assignment.

6. Royalties; Terms. Assignor hereby agrees that the use by Assignee of all Patents, Marks, Copyrights and Licenses and Collateral as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights and Collateral licensed to Assignor such smaller geographic location as may be specified for Assignor's use in the applicable License) and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses and Collateral assigned hereunder, or (ii) indefeasible and irrevocable satisfaction and payment in cash in full of the Secured Obligations and termination of the Loan Agreement.

7. Grant of License to the Assignor. Unless and until an Event of Default shall have occurred and notice given as provided in the following sentence, Assignee hereby grants to Assignor (but only to the extent the same was lawfully granted to Assignee by Assignor pursuant to this Assignment) the royalty-free, exclusive, nontransferable right and license for Assignor's own benefit and account and no other to use the Marks and all materials covered by the Copyrights, to exercise Assignee's rights under the Licenses, and to make, have made, use and sell products conforming to the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign or otherwise transfer or pledge or encumber its interest in, or grant any sublicense under, the license granted to Assignor in this Section 7. From and after the occurrence and during the continuance of an Event of Default, Assignor's license with respect to the Patents, Marks, Copyrights and Licenses as set forth in this Section 7 shall terminate forthwith.

8. Assignee's Right to Inspect. Assignee shall have the right, at any reasonable time during normal business hours after reasonable notice and from time to time to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Such inspectors shall not unreasonably or materially

interfere with Assignor's use of the Patents, Marks, Copyrights or Licenses or the operation of Assignor's business.

9. Termination of Security Interest. This Assignment is made for collateral purposes only. Upon indefeasible and irrevocable satisfaction and payment in cash in full of the Secured Obligations and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Loan Documents, title to the Patents, Marks, Copyrights and Licenses shall automatically revert to Assignor. Upon indefeasible and irrevocable satisfaction and payment in cash in full of the Secured Obligations and termination of the Loan Agreement, Assignee shall, at Assignor's expense, promptly execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in, and to revert in Assignor all right, title and interest in and to, the Patents, Marks, Copyrights and Licenses transferred to Assignee pursuant to this Assignment, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Assignee.

10. Duties of Assignor. Assignor shall have the duty, at its expense, (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights, except where failure to do so would not cause a Material Adverse Effect. Assignor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Assignee, except where failure to do so would not cause a Material Adverse Effect.

11. Assignee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses and/or Collateral, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

12. Events of Default.

(a) The occurrence of any one or more of the following shall constitute an "Event of Default" under this Assignment:

(i) Assignor shall fail to perform, observe or comply with any covenant, obligation or agreement set forth in this Assignment or in any Loan Document to which it is a party and such failure shall not be cured within the applicable period set forth in the applicable Loan Document; provided that, with respect to the covenants set forth in this Assignment (other than Section 3 for which there shall be no period to cure or remedy such failure, breach or default), Assignor shall have a fifteen (15) calendar day period to cure or remedy such failure, breach or default starting on the earlier of (i) Receipt by Assignor of written notice of such failure, and (ii) the time at which Assignor or any Authorized Officer thereof knew or became aware, or should have known or been aware, of such failure, breach or default;

(ii) any representation or warranty made or deemed made by Assignor in this Assignment shall not be true and correct in all material respects or shall prove to be or to have been false or misleading in any material respect on the date when made or deemed to have been made (except to the extent the representation or warranty is already qualified by materiality or the phrase "Material Adverse Effect" or "Material Adverse Change," in which case it shall be true and correct in all respects and shall not be false or misleading in any respect);

(iii) any Event of Default under any Loan Document shall occur and be continuing past any cure period and shall not have been waived in writing; or

(iv) this Assignment shall cease to be in full force and effect or any Lien or security interest or assignment or pledge created or made hereunder shall cease to constitute a valid perfected first priority Lien and security interest on the Patents, Marks, Copyrights and Licenses and the Collateral.

(b) Upon the occurrence and continuation of any such event, the Assignee may, by notice to Assignor, (i) declare its obligations to make Loans under the Loan Agreement to be terminated, whereupon the same shall forthwith terminate, and (ii) declare the Note, all interest thereon and all other Obligations to be due and payable immediately, whereupon the Note, all interest thereon and all such other Obligations shall become and be due and payable immediately, in each case without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Assignor.

(c) Notwithstanding the foregoing, in the case of an Event of Default under Section 12(a)(iv) or under Sections 8(d), (g), or (h) of the Loan Agreement, the Note, all interest thereon and all other Obligations automatically, without demand or further act by the Assignee, shall be immediately due and payable (provided that, with respect to minor, non-material breaches or violations that constitute Events of Default under Section 12(a)(iv) or clauses (ii) or (iii) of Section 8(d) of the Loan Agreement, Assignor shall have a five (5) Business Day period to cure or remedy such breach or violation and resulting Event of Default starting on the earlier of (i) Receipt by Assignor of written notice of such breach or violation and resulting Event of Default or of any event, fact or circumstance constituting or resulting in any of the foregoing, and (ii) the time at which Assignor or any Authorized Officer thereof knew or became aware, or should have known or been aware, of such breach or violation and resulting Event of Default or of any event, fact or circumstance constituting or resulting in any of the foregoing).

13. Rights of Assignee. In addition to the provisions set forth in this Assignment and in the Loan Documents, upon the occurrence and continuation of an Event of Default, (A) Assignee shall have the right to exercise any and all other rights and remedies provided for herein or in any other Loan Document, under the UCC or at law or equity generally or otherwise, including, without limitation, (i) the right to foreclose the security interests and Liens created hereunder, (ii) the right to realize upon or to take possession of or sell any of the Patents, Marks, Copyrights and Licenses and the Collateral with or without judicial process, and (iii) to exercise, in the name of Assignor or in the name of Assignee, such rights and powers with respect to the Patents, Marks, Copyrights and Licenses and the Collateral as Assignor might exercise, and (B) any action permitted to be taken by Assignor under Article VII of the Loan Agreement or as permitted actions under negative covenants or restrictions contained in this Assignment shall be prohibited.

14. Additional Actions and Documents. Assignor hereby agrees to take or cause to be taken such further actions, to obtain such consents and approvals and to duly execute, deliver and file or cause to be executed, delivered and filed such further agreements, assignments, instructions, documents and instruments as may be necessary or as may be reasonably requested by Assignee in order to fully effectuate the purposes, terms and conditions of this Assignment and the consummation of the transactions contemplated hereby, whether before, at or after the performance and/or consummation of the transactions contemplated hereby or the occurrence of a Default or Event of Default hereunder.

15. Expenses. Notwithstanding and without limiting any other provision of this Assignment or the Loan Documents, Assignor shall pay all costs and expenses including, without limitation, Assignee's in-house documentation and diligence fees and legal expenses, and all search, audit, recording, professional and filing fees and expenses, and reasonable attorneys' fees and expenses, incurred by Assignee or any of its Affiliates (a) in any effort to enforce this Assignment, any other Loan Document and/or any related agreement, document or instrument, or to effect collection hereunder or thereunder, (b) in connection with entering into this Assignment and the other Loan Documents and all related agreements, documents and instruments, subject to the limitation or reimbursement set forth in Section 12.8 of the Loan Agreement, (c) arising in any way out of administration of the Secured Obligations or the security interests or Liens created hereunder, including without limitation, any wire transfer fees or audit expenses or filing or recordation fees, (d) in connection with instituting, maintaining, preserving and enforcing Assignee's rights hereunder and enforcing and/or foreclosing on the security interests and/or Liens in any of the Patents, Marks, Copyrights and Licenses and the Collateral, through judicial process or otherwise, (e) in defending or prosecuting any actions, claims or proceedings arising out of or relating to this Assignment and/or any related agreement, document or instrument, (f) in seeking or receiving any advice with respect to its rights and obligations under this Assignment, any of the other Loan Documents and/or all related agreements, documents and instruments as a result of an Event of Default or reasonably anticipated Event of Default, and/or (g) in connection with any modification, restatement, supplement, amendment, waiver or extension of this Assignment, any other Loan Document or any related agreement, document or instrument, and all of the same may be charged to Borrower's account and shall be part of the Secured Obligations.

16. Notices. Any notice or request hereunder shall be given to Assignor or to Assignee at their respective addresses set forth below or at such other address as such Person may hereafter specify in a notice given in the manner required under this Section 16. Any notice or request hereunder shall be given by (a) hand delivery, (b) registered or certified mail, return receipt requested, (c) delivery by a nationally recognized overnight courier, (d) facsimile to the number set forth below (or such other number as may hereafter be specified in a notice given in the manner required under this Section 16) with telephone communication to a duly Authorized Officer of the recipient acknowledging receipt or as subsequently confirmed by a facsimile confirmation report, or (e) e-mail or other electronic transmission to the e-mail address set forth below (or such other e-mail address as may hereafter be specified in a notice given in the manner required under this Section 16) with telephone communication to a duly Authorized Officer of the recipient acknowledging receipt or as subsequently confirmed by an e-mail or electronic confirmation (whether automatic or manual from recipient). Except as expressly provided otherwise herein, notices and requests shall be deemed to have been given (w) in the case of hand delivery, upon receipt, (x) in the case of mail delivery, five (5) Business Days after being deposited in the mail, addressed as provided in this Section 16, (y) in the case of delivery by overnight courier, one (1) Business Day after deposit with such courier, and (z) in the case of delivery by facsimile or e-mail, upon telephone communication to a duly Authorized Officer of the recipient acknowledging receipt or as subsequently confirmed by a facsimile confirmation report or e-mail or electronic confirmation (whether automatic or manual from recipient), as applicable (each of the foregoing clauses being a "Receipt").

(i) If to Assignee:

CapitalSource Finance LLC
4445 Willard Avenue
12th Floor
Chevy Chase, MD 20815
Attention: Corporate Finance Group Portfolio Manager
Telephone: (301) 841-2700
FAX: (301) 841-2360
E-Mail: rdailey@capitalsource.com

(ii) If to Assignor:

c/o APS Healthcare, Inc.
6705 Rockledge Drive
Suite 200
Bethesda, Maryland 20817
Attention: Laura Tarantino, Esq.
Vice President and General Counsel
Telephone: (800) 305-3720 (Ext. 3564)
FAX: (301) 493-0776
E-Mail: ltarantino@apshealthcare.com

(iii) With a copy to:

Scott Meza, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Fountain Square
1911 Freedom Drive
Reston, Virginia 20190
Telephone: (703) 464-4800
FAX: (703) 464-4895
E-Mail: smeza@mintz.com

17. Delay. No course of dealing, renewal or extension of this Assignment, any security interests or Liens created hereunder or rights or obligations hereunder, release of Assignor or any of the foregoing or delay or omission on Assignee's part in enforcing this Assignment or any other Loan Document or in exercising any right, remedy, option or power hereunder or under any Loan Document shall affect the liability of Assignor or operate as a waiver of such or of any other right, remedy, power or option or of any default.

18. Governmental Approvals. Upon the exercise by Assignee or any of its Affiliates of any right or remedy under this Assignment or any Loan Document that requires any consent, approval or registration with, or consent, qualification or authorization by, of any Governmental Authority, Assignor will, and will cause its Subsidiaries to, execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents that Assignee may be required to obtain for such governmental consent, approval, registration, qualification or authorization.

19. Successors and Assigns; Participations; New Secured Parties. This Assignment shall inure to the benefit of Assignee, all Transferees and all future holders of the Note, or any of the Secured Obligations or any of the Patents, Marks, Copyrights and Licenses and the Collateral, and each of their respective successors and permitted assigns. Assignor may not assign, delegate or transfer this Assignment or any of its rights or obligations under this Assignment or any Loan Document without the prior written consent of Assignee. This Assignment shall be binding upon Assignor and its respective successors and assigns.

(b) ASSIGNOR ACKNOWLEDGES THAT ASSIGNEE AT ANY TIME AND FROM TIME TO TIME MAY SELL, ASSIGN OR TRANSFER ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER, OR PARTICIPATING INTERESTS IN, THIS ASSIGNMENT, THE NOTE, THE SECURED OBLIGATIONS, THE COLLATERAL AND THE LOAN DOCUMENTS IN ACCORDANCE WITH THE PROVISIONS THEREOF TO ONE OR MORE OTHER PERSONS, INCLUDING, WITHOUT LIMITATION, FINANCIAL INSTITUTIONS (EACH SUCH TRANSFEREE OR PURCHASER OF A PARTICIPATING INTEREST, A "TRANSFEREE"). In such case, the Transferee shall have all of the rights and benefits with respect to the portion of such Obligations, the Note, the Collateral, this Assignment and the Loan Documents held by it as fully as if such Transferee were the original holder thereof (including without limitation rights of set-off and recoupment), and shall become vested with all of the powers and rights given to Assignee hereunder with respect thereto, and shall be deemed

to be a "Assignee" for all purposes hereunder, the predecessor Assignee shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interests so assigned, and either Assignee or any Transferee may be designated as the sole agent to manage the transactions and obligations contemplated herein. The Assignor hereby grants to any Transferee or any assignee or other transferee or Assignee a continuing security interest and Lien in the Collateral and any deposits, moneys or other property actually or constructively held by such Transferee, assignee or transferee as security for such Person's interest in the Secured Obligations, the Collateral, Note and/or this Assignment and/or the Loan Documents.

(c) Notwithstanding any other provision of this Assignment or any Loan Document, Assignee may divulge to any Transferee, participant in and future holders of the Loan, or any portion thereof, all information, and may furnish to such participant copies of reports, financial statements, certificates, and documents obtained under any provision of this Assignment or any Loan Document.

20. Severability. If any term or provision of this Assignment is adjudicated to be invalid under applicable laws or regulations, such provision shall be inapplicable to the extent of such invalidity or unenforceability without affecting the validity or enforceability of, the remainder of this Assignment which shall be given effect so far as possible.

21. Survival. It is the express intention and agreement of the parties hereto that all obligations, covenants, agreements, representations, warranties, waivers and indemnities made by Assignor herein shall survive the execution, delivery and termination of this Assignment and the making of Advances and the termination of this Assignment until all Obligations are performed in full and indefeasibly paid in full in cash and the Loan Agreement is terminated.

22. Rights and Remedies Not Exclusive. Assignee shall have the right in its sole discretion to determine which rights, powers, Liens, security interests or remedies Assignee may at any time pursue, relinquish, subordinate or modify or to take any other action with respect thereto and such determination will not in any way modify or affect any of Assignee's rights, powers, Liens, security interests or remedies hereunder or under any of the Loan Documents or under applicable law or at equity or otherwise. The enumeration of the rights and remedies herein is not intended to be exhaustive. The rights and remedies of Assignee described herein are cumulative and are not alternative to or exclusive of any other rights or remedies which Assignee otherwise may have by contract or at law or in equity, and the partial or complete exercise of any right or remedy shall not preclude any other further exercise of such or any other right or remedy.

23. Effectiveness and Termination. This Assignment shall be effective on the date hereof and shall continue in full force and effect until full performance and satisfaction and indefeasible payment in full in cash of all Obligations and termination of the Loan Agreement, all in accordance with the Loan Agreement, and the rights and powers and security interests and liens granted to Assignee hereunder and the financing statements filed pursuant hereto shall continue in full force and effect notwithstanding the termination of this Assignment or the fact that Assignor's borrowings under the Loan Agreement may from time to time be temporarily in a zero or credit position, until all of the Secured Obligations have been indefeasibly paid in full in

cash and performed and satisfied in full. Assignor waives any rights which it may have under the UCC or otherwise to demand the filing of termination statements with respect to the Patents, Marks, Copyrights and Licenses and the Collateral, and Assignee shall not be required to send such termination statements to Assignor, or to file them with any filing office, unless and until this Assignment shall have been terminated in accordance with its terms and all Obligations shall have been indefeasibly paid in full in cash and performed and satisfied in full.

24. Governing Law; Jurisdiction; Constructions. This Assignment shall be governed by and construed in accordance with the integral laws of the State of New York without giving effect to its choice of law provisions (other than Section 5-1401 of the New York General Obligation Law). Any judicial proceeding brought by or against Assignor with respect to any of the Secured Obligations or any of the rights or security interests or Liens created hereunder, this Assignment or any related agreement may be brought in any federal or state court of competent jurisdiction located in the State of New York, and, by execution and delivery of this Assignment, Assignor accepts for itself and in connection with its properties generally and unconditionally the non-exclusive jurisdiction of the aforesaid courts and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Assignment or any of the Loan Documents or any such other agreement. Assignor hereby waives personal service of process and agrees that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified or determined in accordance with Section 16, and service so made shall be deemed completed on the third (3rd) Business Day after mailing. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Assignee to bring proceedings against Assignor in the courts of any other jurisdiction having jurisdiction over Assignor. Assignor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. Any judicial proceeding by Assignor against Assignee involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with the Secured Obligations, any security interest or Lien created hereunder, this Assignment or any of the other Loan Documents, shall be brought only in a federal or state court located in the State of New York. Each party hereto acknowledges that both parties participated in the negotiation and drafting of this Assignment and that, accordingly, neither party shall move or petition a court construing this Assignment to construe it more stringently against one party than against the other.

25. Captions. The captions in this Assignment are intended for convenience and reference only and do not constitute and shall not be interpreted as part of this Assignment, and shall not affect the meaning or interpretation of this Assignment.

26. Counterparts. This Assignment may be executed in one or more counterparts, all of which taken together shall constitute but one and the same instrument. This Assignment may be executed by facsimile transmission, which facsimile signatures shall be considered original executed counterparts for purposes of this Section 26, and each party to this Assignment agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signature of each other party to this Assignment.

27. Indemnity. Notwithstanding and without limiting any other provision of this Assignment or any Loan Document, Assignor shall indemnify Assignee and its Affiliates and their respective managers, members, officers, employees, Affiliates, agents, representatives, accountants and attorneys and their respective Affiliates (collectively, the "Indemnified Persons") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, Assignee's in-house documentation and diligence fees and legal expenses and reasonable fees and disbursements of counsel) which may be imposed on, incurred by or asserted against Assignee or any other Indemnified Person with respect to or arising out of, or in any litigation, proceeding or investigation instituted or conducted by any Governmental Authority or any other Person with respect to any aspect of, or any transaction contemplated by or referred to in, or any matter related to or any aspect of, this Assignment or the Secured Obligations, the Collateral, the Note or any of the Loan Documents or any agreement or document contemplated hereby or thereby (including, without limitation, relating to or arising out of any of the obligations and/or transactions contemplated under Section 27(b) of this Assignment), whether or not Assignee or such Indemnified Person is a party thereto, except to the extent that any of the foregoing arises out of the gross negligence or willful misconduct of Assignee or such Indemnified Person. Assignee agrees to give Assignor reasonable notice of any event of which Assignee becomes aware for which indemnification may be required under this Section 27, and Assignee may elect (but is not obligated) to direct the defense thereof, provided that the selection of counsel shall be subject to Assignor's consent, which consent shall not be unreasonably withheld or delayed. Assignee and any other Indemnified Person may, in its reasonable discretion, take such actions as it deems necessary and appropriate to investigate, defend or settle any event or take other remedial or corrective actions with respect thereto as may be necessary for the protection of Assignee or any of the other Indemnified Persons, its or their interest or the Collateral generally.

(b) Notwithstanding and without limiting any other provision of this Assignment or any Loan Document, Assignor shall defend the Patents, Marks, Copyrights and Licenses and the Collateral from and against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever and all claims and demands of all Persons at any time claiming the same or any interest therein.

(c) Notwithstanding the foregoing, if any insurer agrees to undertake the defense of an event (an "Insured Event"), Assignee agrees not to exercise its right to select counsel to defend the event if that would cause Assignor's insurer to deny coverage; provided, however, that Assignee reserves the right to retain counsel to represent it or any of the other Indemnified Persons with respect to an Insured Event at its sole cost and expense. To the extent that Assignee obtains recovery from a third party other than an Indemnified Person of any of the amounts that Assignor has paid to Assignee pursuant to the provisions of this Section 27, then Assignee shall promptly pay to Assignor the amount of such recovery.

28. Waiver of Notice; Waiver of Statute of Limitations. Assignor hereby waives demand, presentment, protest, notice of dishonor or non-payment, as well as all defenses with respect to any and all instruments, notice of acceptance hereof, notice of Loans or Advances

made, credit extended, collateral received or delivered, or any other action taken by Assignee in reliance hereon, and all other demands and notices of any description, except such as are expressly provided for herein. The pleading of any statute of limitations as a defense to any demand against Assignor hereunder and under the Loan Documents is expressly waived by Assignor.

29. Waiver of Defenses. Assignor hereby waives any and all defenses and counterclaims it may have or could interpose in any action or procedure brought by Assignee to obtain an order of court recognizing the assignment of or security interests and Liens of Assignee in and to any of the Patents, Marks, Copyrights and Licenses and/or the Collateral.

30. Discharge of Assignor's Obligations. In addition to and notwithstanding any other provision of this Assignment or any Loan Document, Assignee, in its sole discretion, shall have the right at any time that Assignor fails to do so, without prior notice to Assignor, to: (i) obtain insurance covering any of the Patents, Marks, Copyrights and Licenses and the Collateral; (ii) pay for the performance of any of the Assignor's obligations hereunder; (iii) discharge taxes, liens, security interests, or other encumbrances at any time levied or placed on any of the Patents, Marks, Copyrights and Licenses and the Collateral in violation of this Assignment unless Assignor is in good faith with due diligence by appropriate proceedings contesting those items; and (iv) pay for the maintenance and preservation of any of the Patents, Marks, Copyrights and Licenses and the Collateral. Such expenses and advances shall be added to the Secured Obligations, until reimbursed to Assignee and shall be secured by the Patents, Marks, Copyrights and Licenses and the Collateral. Any such payments and advances by Assignee shall not be construed as a waiver by Assignee of an Event of Default or any other rights, remedies or powers of Assignee hereunder or under any other Loan Document or otherwise.

31. Jury Waiver. EACH PARTY TO THIS ASSIGNMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION (I) ARISING UNDER THIS ASSIGNMENT OR (II) IN ANY WAY CONNECTED WITH OR INCIDENTAL TO THE DEALINGS OF THE PARTIES WITH RESPECT TO THIS ASSIGNMENT OR THE TRANSACTIONS EVIDENCED OR CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT EITHER PARTY TO THIS ASSIGNMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 31 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

32. Entire Agreement. This Assignment and the other Loan Documents to which Assignor and Assignee are parties constitute the entire agreement between Assignor and Assignee with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings, if any, relating to the subject matter hereof or thereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by Assignor and Assignee. Neither this

Assignment nor any portion hereof may be changed, modified, amended, waived, supplemented, canceled or terminated orally or by any course of dealing or in any other manner other than by an agreement in writing signed by both Assignee and Assignor. Any waiver of this Assignment by Assignee shall be limited solely to the express terms and provisions of such waiver. Each party to this Assignment acknowledges that it has been advised by counsel in connection with the negotiation and execution of this Assignment and the other Loan Documents and is not relying upon oral representations or statements inconsistent with the terms and/or provisions of this Assignment.

33. Sole Duty of Assignee. Except to the extent required under applicable law, Assignee shall have no responsibility for or obligation or duty with respect to all or any part of the Patents, Marks, Copyrights and Licenses and the Collateral or any matter or proceeding arising out of or relating thereto, including without limitation, any obligation or duty to collect any sums due in respect thereof or to protect or preserve any rights pertaining thereto.

34. Confidentiality and Publicity. Each of Assignor and Assignee agrees, and agrees to cause each of its Subsidiaries and Affiliates, (a) to treat this Assignment and all other Loan Documents and all provisions hereof and thereof confidentially, and not to transmit any copy hereof or thereof, in whole or in part, to any Person, except for disclosures to its respective Subsidiaries, Affiliates, lenders, investors, partners, accountants and other professional advisors, (b) that it shall inform all such Persons of the confidential nature hereof and thereof and shall direct them to treat the same confidentially, and (c) that each of them shall agree to be bound by these provisions; provided that Assignee shall be entitled to publicize the transactions contemplated hereby in the form of tombstone advertisements and other means of communication and marketing in accordance with its customary practices.

35. Power of Attorney; Effect on Loan Documents. All of Assignee's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses and/or Collateral, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby constitutes and appoints Assignee Assignor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time following the occurrence and during the continuance of an Event of Default, to (i) endorse Assignor's names on all applications, documents, papers and instruments determined by Assignee in its sole discretion as necessary or desirable for Assignee in the use of the Patents, Marks, Copyrights and Licenses and/or Collateral, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses and/or Collateral as Assignee reasonably deems to be in the best interest of Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights and/or Collateral to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses and/or Collateral to any Person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Secured Obligations shall have been indefeasibly and irrevocably satisfied and paid in cash in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Assignee

shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC and/or the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses and/or Collateral may be enforced. Assignor hereby releases Assignee from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Assignee under the powers of attorney granted herein.

36. Setoff. In addition to any other rights Assignee may have hereunder or under any of the Loan Documents or under applicable law or at equity or otherwise, upon the occurrence and continuation of any Event of Default, Assignee shall have the right to apply any property of Assignor held by Assignee to reduce the Secured Obligations.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Collateral Patent, Trademark, Copyright and License Assignment as of the date first written above.

INNOVATIVE RESOURCE GROUP, LLC

By: Laura Tarantino
Laura Tarantino, Secretary

CAPITALSOURCE FINANCE LLC

SA Museles
By: Steven A. Museles
Title: Senior Vice President

STATE OF Maryland

: ss.:

COUNTY OF Montgomery

Before me, the undersigned, on this 14th day of April, 2002, personally appeared Steven A. Museles to me known personally, and who being by me duly sworn, deposes and says that he is Secretary of Innovative Resource Group, LLC, and that this instrument was signed on behalf of said company, and he acknowledged said instrument to be the free act and deed of said company.

Shavonne James
Notary Public

My Commission Expires: June 1, 2004

STATE OF Maryland

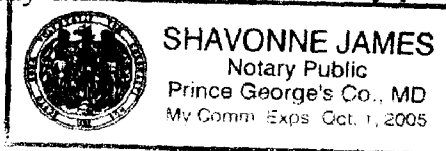
: ss.:

COUNTY OF Prince George's

Before me, the undersigned, on this 11th day of April, 2002, personally appeared STEVEN A. MUSELES, to me known personally, and who being by me duly sworn, deposes and says that he is the SVP of CapitalSource Finance LLC, and that this instrument was signed on behalf of said company, and he acknowledged said instrument to be the free act and deed of said company.

Shavonne James
Notary Public

My Commission Expires: 10/1/05



Patent, Trademark, Copyright and License Agreement
013043.0100:189792

TRADEMARK
REEL: 002509 FRAME: 0432

SCHEDULE A

Schedule A to Collateral Patent, Trademark, Copyright and License Agreement dated as of March 29, 2002, by and between INNOVATIVE RESOURCE GROUP, LLC, and CAPITALSOURCE FINANCE LLC.

Patents

None.

Patent Applications

Non-provisional patent application (no. 09/187,394) for: Method and Apparatus for Managing Health Care and CAVION Software.

SCHEDULE B

Schedule B to Collateral Patent, Trademark, Copyright and License Agreement dated as of March 29, 2002, by and between INNOVATIVE RESOURCE GROUP, LLC, and CAPITALSOURCE FINANCE LLC.

Trademarks

<u>Mark</u>	<u>Record Owner</u>	<u>Application/Reg. No.</u>
INNOVATIVE RESOURCE GROUP	Innovative Resource Group, Inc.	2,516,674 (fed.)
CAVION	Innovative Resource Group, Inc.	2,284,027 (fed.)
HEALTHY ADDITIONS	Innovative Resource Group, Inc.	1,779,315 (fed.)
CNR HEALTH, INC.	CNR Health, Inc.	3000042946 (WI state)

Copyrights, Copyright Applications and Registrations

<u>Copyright</u>	<u>Registered Owner</u>	<u>Application/Reg. No.</u>
CMC2	Innovative Resource Group, Inc.	TX-4 – 684 - 112
CMC3	Innovative Resource Group, Inc.	TX - 4 - 701 - 609
“Manage the business as well as the care”	Innovative Resource Group, Inc.	TXu – 900 – 755
Medical Case Management Criteria to Open Cases	Not registered	Not registered
Medical Case Management Criteria to Close Cases	Not registered	Not registered
Physical Medicine Criteria (includes PT, OT, and Chiropractic but not speech)	Not registered	Not registered

Behavioral Health Criteria	Not registered	Not registered
Screening Script: Focused Target Review	Not registered	Not registered

The Medical Criteria Set (including the manuals associated therewith) used by IRG, LLC are the property of Cobalt or a Cobalt affiliate (this includes the Adult Criteria by Body System, Pediatric Criteria by Body System, Inpatient Criteria for Adult Elective Cardiac Catheterization, Therapy Criteria – PT, OT and ST, and General Medical Compendium).

The Medical Informatics (data) used by IRG, LLC to produce its utilization management reports is the property of Cobalt or a Cobalt affiliate.

Domain Names

<u>Name</u>	<u>Record Owner</u>
Irgresources.org	Innovative Resource Group, Inc.
Irgresources.com	Innovative Resource Group, Inc.
Eapweb.com	Innovative Resource Group, Inc.

SCHEDULE C

Schedule C to Collateral Patent, Trademark, Copyright and License Agreement dated as of March 29, 2002, by and between INNOVATIVE RESOURCE GROUP, LLC, and CAPITALSOURCE FINANCE LLC.

Licenses

Software License Agreement by and between GEO Access, Inc. and Innovative Resource Group

CAVION Behavioral Health Software Lease Agreement, made June 25, 2001, by and between Innovative Resource Group and Landmark Solutions

That certain Software License Agreement for Utilization Review/Managed Care Information System, entered into as of April 17, 1997, by and between Cobalt (f/k/a United Wisconsin Services, Inc.) and Trinity Computer Services, Inc., as amended to, among other things, add IRG, LLC as a party and to permit termination on a quarterly basis.