

07-10-02

07-10-2002



FORM PTO-1594
(Rev. 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner

102150121

...the attached original documents or copy thereof.

1. Name of conveying party(ies):

ACCENTCARE, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of Conveyance:

[] Assignment

[] Merger

[X] Security Agreement

[] Change of Name

[] Other

Execution Date: May 15, 2002

07/10/02

2. Name and address of receiving party(ies):

Name: COMERICA BANK-CALIFORNIA, successor in interest to
IMPERIAL BANK

Address: 333 WEST SANTA CLARA STREET

City: SAN JOSE State: CA Zip: 95113

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California banking corporation

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 [X] No

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

A. Trademark Application No.(s)

75/912,223

75/912,155

B. Trademark Registration No.(s)

2,448,260

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

Name:

Erin O'Brien

Internal Address:

GRAY CARY WARE & FREIDENRICH

4365 Executive Drive, Suite 1100

San Diego, California 92121-2133

6 Total number of applications and registrations involved: 3

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

[X] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number:

(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.

Erin O'Brien

Name of Person Signing

Erin O'Brien
Signature

July 9, 2002

Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

07/10/2002 6TON11 00000165 75912223

01 FC:481
02 FC:482

40.00 OP
50.00 OP

GT*6301858.1
1090371-954300

TRADEMARK
REEL: 002541 FRAME: 0186

AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of May 15, 2002 by and between COMERICA BANK-CALIFORNIA, as successor in interest to IMPERIAL BANK ("Bank") and ACCENTCARE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Borrower and Bank are parties to an Intellectual Property Security Agreement dated as of December 21, 2000 (the "Original Agreement") Borrower and Bank wish to amend and restate the terms of the Original Agreement.

B. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. Bank will not publicly file this Agreement until the occurrence of an Event of Default as defined in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under all other agreements now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ACCENTCARE, INC.

Address of Grantor:

135 Technology Drive, Suite 150
Irvine, CA 92618

Attn: Chief Financial Officer

By:  _____

Title:  _____

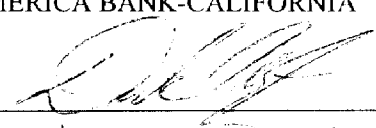
BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

333 W. Santa Clara Street
San Jose, CA 95113

Attn: Corporate Banking Center

By:  _____

Title:  _____

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

Gray Cary\GT\6294118.1
1090371-954300

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

Gray Cary\GT\6294118.1
1090371-954300

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Accentcare	75/912,223	02/07/00
(design only)	75/912,155	02/07/00
Accentcare	2,448,260	05/01/01

4365 Executive Drive, Suite 1100
San Diego, CA 92121-2133
www.graycary.com
O) 858-638-6717
F) 858-677-1477

OUR FILE NO. 1090371-954300

July 9, 2002

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office
Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

Re: Grantor: Accentcare, Inc.
Secured Party: Comerica Bank-California

Dear Sir or Ms:


Enclosed please find the following documents:

1. Recordation Form Cover Sheet for Trademarks only;
2. Amended and Restated Intellectual Property Security Agreement between Accentcare, Inc. and Comerica Bank-California; and
3. A self-addressed postage paid postcard for your use to indicate your receipt of the enclosed documents.

Also included is a check to cover recordation fees. Please record these documents and return the original Notice of Recordation to me at the above-listed address after the security interest has been recorded.

Sincerely,

Gray Cary Ware & Freidenrich LLP



Erin O'Brien, Paralegal
eobrien@graycary.com

epo:
Enclosures

cc: Ms. Kris Martin (w/enclosures)
Mr. Piyush Sangani (w/enclosures)
Troy Zander, Esq. (w/o enclosures)
Matthew W. Leivo, Esq. (w/enclosures)

Gray Cary\GT\6301859.1
1090371-954300

SILICON VALLEY SAN DIEGO SAN DIEGO/GOLDEN TRIANGLE SAN FRANCISCO AUSTIN SEATTLE SACRAMENTO

RECORDED: 07/10/2002

TRADEMARK
REEL: 002541 FRAME: 0192