

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
SENIOR CARE CENTERS OF AMERICA, INC.		12/07/2005	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	NEWSTAR FINANCIAL, INC.		
Street Address:	500 BOYLSTON STREET		
Internal Address:	SUITE 1600		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1986053	ELDERFLOWER	
Registration Number:	2405543	SC SENIOR CARE CENTERS OF AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	S.V. HEUER		
Address Line 1:	1585 Broadway		
Address Line 2:	Trademark Department		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	54154-003 NEWSTAR		
NAME OF SUBMITTER:	S.V. HEUER		

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TRADEMARK
REEL: 003214 FRAME: 0798

Signature:

/S.V. HEUER/

Date:

12/21/2005

Total Attachments: 20

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 7, 2005 (this "Agreement"), by SENIOR CARE CENTERS OF AMERICA, INC., a New Jersey corporation ("Senior Care"), and THE GUARANTORS LISTED ON THE SIGNATURE PAGES HEREOF, in favor of NEWSTAR FINANCIAL, INC., a Delaware corporation, as collateral agent (the "Collateral Agent") for the Lenders referred to below.

WITNESSETH:

WHEREAS, pursuant to a Revolving Credit, Term Loan and Security Agreement dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") (capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement) among the Collateral Agent, also, in its capacity as administrative agent (in such capacity, the "Administrative Agent"), the lenders from time to time party thereto (the "Lenders"), Senior Care as the borrower ("Borrower"), Clearview Senior Care Acquisition Company LLC, as the parent of Senior Care, and the subsidiaries of Senior Care listed on the signature pages thereof as the guarantors (each a "Guarantor" and collectively, the "Guarantors"), the Lenders have agreed, among other things, to make Loans and other extensions of credit to the Borrower, as guaranteed by the Guarantors (Borrower together with each Guarantor, individually a "Full Recourse Loan Party" and collectively, the "Full Recourse Loan Parties"), subject to the terms and conditions set forth in the Loan Agreement; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement that each Full Recourse Loan Party shall have executed and delivered this Agreement and granted a security interest in all of its right, title and interest in and to all of the Intellectual Property Collateral (as hereinafter defined) in favor of the Collateral Agent, as contemplated hereby.

NOW, THEREFORE, in consideration of the promises contained herein and to induce the Lenders to enter into the Loan Agreement and to make Loans and other extensions of credit to the Borrower thereunder, each Full Recourse Loan Party hereby agrees as follows:

SECTION 1. Security for Obligations.

(a) Security Interest in Patents. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, each Full Recourse Loan Party hereby grants to the Collateral Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of the now owned and hereafter acquired United States and foreign patents and all patent and design patent applications, and all issues, reissues, re-examinations, continuations, continuations-in-part or divisions thereof, and all proceeds thereof (hereinafter collectively referred to as the "Patents"). All unexpired patents and

all currently pending patent applications in which each Full Recourse Loan Party has an ownership interest are listed on Schedule A attached hereto and made a part hereof. Each Full Recourse Loan Party hereby further grants to the Collateral Agent, for the ratable benefit of the Lenders, a valid security interest, having priority over all other security interests, in all of its right, title and interest in and to all proceeds, income, royalties, damages and payments now or hereafter due and payable under or in respect of all Patents and in and to all rights during the term of this Agreement to sue, collect and retain damages and payments for past or future infringements of the Patents.

(b) Security Interest in Trademarks. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, each Full Recourse Loan Party hereby grants to the Collateral Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired trademarks, service marks and trade names, and all similar designations of source or origin (whether or not such name is the subject of a registration or an application therefor), and all registrations and applications to register the same, and all renewals thereof, and the goodwill of the business relating thereto, and all proceeds thereof (hereinafter collectively referred to as the "Trademarks"). All trademark registrations and all currently pending trademark applications in which each Full Recourse Loan Party has an ownership interest and all foreign trademark registrations and all currently pending trademark applications in which each Full Recourse Loan Party has an ownership interest are listed on Schedule B attached hereto and made a part hereof. Each Full Recourse Loan Party hereby further grants to the Collateral Agent a valid security interest in all of its right, title and interest in and to (i) all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of all Trademarks, (ii) all rights during the term of this Agreement to sue, collect and retain for the Collateral Agent's benefit damages and payments for past or future infringements of the Trademarks and (iii) all rights under or ownership interest in any trademark license agreements or service mark license agreements with any other party, whether such Full Recourse Loan Party is a licensee or licensor under any such license agreement, except such license agreements for which consent is required from a third party to grant such security interest and which has not been obtained, copies of which license agreements will be furnished by each Full Recourse Loan Party to the Collateral Agent upon the Collateral Agent's reasonable request.

(c) Security Interest in Copyrights. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, each Full Recourse Loan Party hereby grants to the Collateral Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired copyrights, all registrations and applications to register the same, all renewals thereof, any written agreement naming such Full Recourse Loan Party as licensor or licensee, granting any right under any copyright, any work which is or may be subject to copyright protection pursuant to Title 17 of the U.S. Code, and all physical things embodying such works (including, without limitation, copies thereof) created or otherwise used in the business of each Full Recourse Loan Party, and all proceeds thereof (hereinafter collectively referred to as the "Copyrights"). All copyright registrations and all currently pending copyright applications in

which each Full Recourse Loan Party has an ownership interest are listed on Schedule C attached hereto and made a part hereof. Each Full Recourse Loan Party hereby further grants to the Collateral Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in and to all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of all Copyrights and in and to all rights during the term of this Agreement to sue, collect and retain for the Collateral Agent's benefit damages and payments for past or future infringements of the Copyrights.

(d) Security Interest in Proprietary Information. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, each Full Recourse Loan Party hereby grants to the Collateral Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired inventions, discoveries, trade secrets, improvements, processes, methods, formulae, applications, ideas, know-how, customer lists, corporate and other business records, license rights, advertising materials, operating manuals, sales literature, drawings, specifications, descriptions, name plates, catalogues, dealer contracts, supplier contracts, distributor agreements, confidential information, consulting agreements, engineering contracts, proprietary information, and goodwill (and all other assets which uniquely reflect such goodwill), and to all income, royalties, damages and payments now and hereafter due or payable therefor or in respect thereof and all proceeds thereof (collectively, the "Proprietary Information" and, together with the Patents, the Trademarks, the Copyrights and all other assets described above, the "Intellectual Property Collateral").

(e) Certain Exclusions from Grant of Security Interests. Anything in this Agreement to the contrary notwithstanding, the foregoing grant of security interests shall not extend to, and the terms "Patents," "Trademarks" and "Copyrights" shall not include, any item of Patents, Trademarks or Copyrights described in Sections 1(a) - (c) above that is now or hereafter held by any Full Recourse Loan Party as licensee or otherwise, solely in the event and to the extent that (i) as the proximate result of the foregoing grant of security interests, such Full Recourse Loan Party's rights in or with respect to such item of Patents, Trademarks or Copyrights, as the case may be, would be forfeited or would become void, voidable, terminable, or revocable, or if such Full Recourse Loan Party would be deemed to have breached, violated, or defaulted the underlying license or other agreement that governs such item of Patents, Trademarks or Copyrights, as the case may be, pursuant to the restrictions in the underlying license or other agreement that governs such item of Patents, Trademarks or Copyrights, as the case may be, (ii) any such restriction shall be effective and enforceable under applicable law, including Section 9-406(d) of the UCC, and (iii) any such forfeiture, voidness, voidability, terminability, revocability, breach, violation, or default cannot be remedied or prevented by such Full Recourse Loan Party using its reasonable efforts (but without any obligation to make any material expenditures of money or to commence legal proceedings); provided, however, that the foregoing grant of security interests shall extend to, and the term "Patents," "Trademarks" and "Copyrights", as the case may be, shall include, (y) any and all proceeds of such item of Patents, Trademarks or Copyrights and (z) upon any such licensor or other applicable party's consent with respect to any such otherwise excluded item of Patents, Trademarks or Copyrights, as the case may be, being obtained, thereafter such item of Patents, Trademarks or Copyrights, as the

case may be, as well as any proceeds thereof that might theretofore have been excluded from such grant of security interests.

SECTION 2. Representations, Warranties and Covenants of each Full Recourse Loan Party.

(a) Each Full Recourse Loan Party is and will continue to be the owner of all of the Intellectual Property Collateral, free from any adverse claim, security interest, lien or encumbrance in favor of any Person except for the security interest granted under the Loan Documents and Permitted Liens.

(b) None of the Intellectual Property Collateral is or shall become subject to any lien, security interest or other encumbrance in favor of any Person other than the Collateral Agent and the holders of the Permitted Liens, and each Full Recourse Loan Party agrees not to license, transfer, convey or encumber any interest in or to its Intellectual Property Collateral without the consent of the Collateral Agent. Notwithstanding the foregoing, each Full Recourse Loan Party shall be permitted to license (on a non-exclusive basis) any of its Trademarks in the ordinary course of business to (i) third parties for the sole purpose of manufacturing, marketing, advertising, distributing or selling goods or (ii) third parties that do not manufacture, market, advertise, distribute, or sell goods in the United States or to others for sale in the United States. Any license of the Intellectual Property Collateral granted after the Closing Date by any Full Recourse Loan Party (each, a "License") shall be in writing and shall not prohibit such Full Recourse Loan Party from assigning, transferring, selling, sublicensing or otherwise disposing of all or any of its right, title and interest thereunder to the Collateral Agent or its designees in accordance with Section 4 hereof.

(c) Each Full Recourse Loan Party has made no previous assignment, transfer or agreement in conflict herewith or constituting a present or future assignment, transfer, or encumbrance of any of its Intellectual Property Collateral except for (i) the Permitted Liens and (ii) those security interests granted to Sovereign Bank FSB ("Sovereign"), as applicable, which shall be terminated contemporaneously with the closing of the Loan Agreement.

(d) There is no financing statement or other document or instrument now signed or on file in any public office granting a security interest in or otherwise encumbering any part of the Intellectual Property Collateral, except (i) those showing the Collateral Agent as secured party, (ii) the Permitted Liens and (iii) those security interests to Sovereign, as applicable, which shall be terminated contemporaneously with the closing of the Loan Agreement. So long as any Obligations remain outstanding or any Commitments remain in effect, each Full Recourse Loan Party will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments, except financing statements filed or to be filed in favor of the Collateral Agent and except for the grant of any license permitted hereunder.

(e) Subject to any limitation stated therein or in connection therewith, all information furnished to the Collateral Agent concerning the Intellectual Property Collateral and proceeds thereof is and will be accurate and correct in all material respects.

(f) All Intellectual Property Collateral consisting of applications for Patents and for registrations of Trademarks and Copyrights has been duly and properly filed and all Intellectual Property Collateral consisting of issued or granted Patents and of registrations of Trademarks and Copyrights (including, without limitation, any and all renewals, reissues, continuations or divisions thereof, as the case may be) has been and will be duly and properly maintained.

(g) Promptly upon the receipt by any Full Recourse Loan Party of an official filing receipt indicating that a patent application or an application for registration of a trademark has been received from such Full Recourse Loan Party by the U.S. Patent and Trademark Office (the "PTO") or an application for registration of a copyright has been received from any Full Recourse Loan Party by the U.S. Copyright Office and upon the issuance of any patent or of any trademark or copyright registration, such Full Recourse Loan Party shall take all actions and execute and deliver to the Collateral Agent all documents necessary or appropriate to perfect a first priority security interest in such patent, trademark or copyright application or such patent or trademark or copyright registration, and such Full Recourse Loan Party shall quarterly, or more frequently as the Collateral Agent shall reasonably request, cause instruments sufficient to perfect, protect or establish the first priority lien or security interest granted hereunder to be recorded in the PTO with respect to all United States patent applications filed by it or patents issued to or acquired by it during the prior calendar quarter or preceding period, as the case may be, and with respect to all trademark applications filed by it or trademark registrations issued to or acquired by it during the prior calendar quarter, and such Full Recourse Loan Party shall quarterly, or more frequently as the Collateral Agent shall reasonably request, cause instruments sufficient to perfect, protect or establish the first priority lien or security interest granted hereunder to be recorded in the U.S. Copyright Office with respect to United States copyright applications filed by it or copyright registrations issued to or acquired by it during the prior calendar quarter or preceding period, as the case may be. Each Full Recourse Loan Party authorizes the Collateral Agent to take all actions necessary or appropriate to perfect a security interest in such future Patents, Trademarks or Copyrights including, without limitation, unilaterally amending Schedules A, B or C to include such future Patents, Trademarks or Copyrights. Each Full Recourse Loan Party shall, at the Collateral Agent's request, execute and deliver to the Collateral Agent any documentation as may be required to perfect such security interest in such future Patents, Trademarks or Copyrights.

(h) Each Full Recourse Loan Party shall not take any action, or permit any action to be taken by others subject to such Full Recourse Loan Party's control, including any licensees, or fail to take any action, or permit others subject to such Full Recourse Loan Party's control, including any licensees, to fail to take any action, subject to the provisions of Section 2(g), which would, in the case of any such actions or failures to act taken singly or together, adversely affect the validity, grant or enforceability of the security interest granted to the Collateral Agent herein in any item of Intellectual Property Collateral which has a value in excess of \$25,000.

(i) Each Full Recourse Loan Party shall promptly notify the Collateral Agent, in writing, of any suit, action, proceeding, claim or counterclaim brought against any such Full Recourse Loan Party that could reasonably be expected to affect adversely any item of

Intellectual Property Collateral which has a value in excess of \$25,000, and shall, on request, deliver to the Collateral Agent a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or proceeding, and shall keep the Collateral Agent duly advised in writing of the progress thereof.

(j) In the event of any material infringement of any item of Intellectual Property Collateral which has a value in excess of \$25,000 by others or in the event of any other conduct materially detrimental to such Intellectual Property Collateral by others known or brought to the attention of any Full Recourse Loan Party, each such Full Recourse Loan Party shall as promptly as practicable notify the Collateral Agent of such infringement or other conduct and the full nature and extent of such infringement or other conduct known to such Full Recourse Loan Party and shall take such actions as the Collateral Agent deems appropriate under the circumstances to protect such Intellectual Property including, without limitation, suing for damages or an injunction against such infringement or other conduct.

(k) If requested by the Collateral Agent, each Full Recourse Loan Party shall provide the Collateral Agent with a complete report with respect to its Intellectual Property Collateral and all licenses thereof granted thereby. Upon request by the Collateral Agent, each Full Recourse Loan Party shall deliver to counsel for the Collateral Agent copies of any such Intellectual Property Collateral and other documents concerned with or related to the prosecution, protection, maintenance, enforcement and issuance of the Intellectual Property Collateral.

(l) Each Full Recourse Loan Party shall notify the Collateral Agent at least thirty days prior to any proposed voluntary abandonment of any of the Intellectual Property Collateral and obtain the prior written consent of the Collateral Agent thereto.

(m) [Intentionally Omitted]

(n) Subject to the provisions of Section 4(f), (i) all income, royalties, payments and damages due and payable to each Full Recourse Loan Party under or in respect of the Intellectual Property Collateral shall be paid to such Full Recourse Loan Party and (ii) such Full Recourse Loan Party may use the Intellectual Property Collateral in a manner consistent with its use on the date hereof.

(o) Each Full Recourse Loan Party agrees, upon the request by the Collateral Agent, during the term of this Agreement:

(i) to execute, acknowledge and deliver all additional instruments and documents necessary to effect the purposes and intents of this Agreement, in a form reasonably acceptable to counsel for the Collateral Agent; and

(ii) to do all such other acts as may be reasonably necessary or appropriate to carry out the purposes and intents of this Agreement, and to create, evidence, perfect and continue the security interests of the Collateral Agent, in its Intellectual Property Collateral; and

Without limiting the generality of the foregoing, each Full Recourse Loan Party:

(A) authorizes the Collateral Agent, in its sole discretion, to modify this Agreement by amending Schedule A, B or C hereto to include a reference to any right, title or interest in any existing Copyright, Patent or Trademark acquired or developed by any Full Recourse Loan Party after the execution hereof, or to delete any reference to any right, title or interest in any Copyright, Patent or Trademark in which such Full Recourse Loan Party no longer has or claims any right, title or interest; and

(B) hereby authorizes the Collateral Agent, in its sole discretion, to file one or more financing or continuation statements or other notices of security interest, and amendments thereto, relative to all or any portion of the Intellectual Property Collateral.

(p) Each Full Recourse Loan Party represents and warrants to the Collateral Agent that:

(i) the security interest granted to the Collateral Agent hereunder in United States patents and patent applications (the "U.S. Patents") and in the United States trademark registrations and applications (the "U.S. Trademarks"), upon the filing of appropriate filings with the PTO and appropriate financing statements under the UCC, shall constitute a first priority, perfected security interest in the U.S. Patents and the U.S. Trademarks (subject to Permitted Liens); provided, however, that recordation, filing or registration of such security interest may be required to perfect such security interest in U.S. Patents and U.S. Trademarks acquired by any Full Recourse Loan Party after the date hereof;

(ii) the security interest granted to the Collateral Agent hereunder in the registered Copyrights and Copyright applications (the "U.S. Copyrights"), upon the filing of appropriate filings with the United States Copyright Office and appropriate financing statements under the UCC, shall constitute a first priority, perfected security interest in the U.S. Copyrights; provided, however, that recordation, filing or registration of such security interest may be required to perfect such security interest in U.S. Copyrights acquired by any Full Recourse Loan Party after the date hereof; and

(iii) the security interest granted to the Collateral Agent hereunder in the Proprietary Information located in the United States, upon the filing of any appropriate filings with the PTO or United States Copyright Office and appropriate financing statements under the UCC, shall constitute a first priority, perfected security interest in such Proprietary Information, to the extent that a first security interest can be created through such filings; provided, however, that recordation, filing or registration of such security interest may be required to

perfect such security interest in the Proprietary Information acquired by any Full Recourse Loan Party after the date hereof.

SECTION 3. Indemnity. The Full Recourse Loan Parties, jointly and severally, agree to indemnify the Collateral Agent and the Lenders from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement and any actions taken pursuant to Section 4 or any failure to act thereunder), except for claims, losses or liabilities resulting from the gross negligence or willful misconduct of the Collateral Agent or such Lender.

SECTION 4. Rights and Remedies Upon an Event of Default.

(a) If any Event of Default shall have occurred and be continuing, then and in every such case, the Collateral Agent, in addition to other rights and remedies provided for herein and any rights now or hereafter existing under applicable law, shall have all rights and remedies as a secured creditor under the UCC in all relevant jurisdictions and may:

(i) personally, or by agents or attorneys, immediately take possession of the Intellectual Property Collateral or any part thereof, from the Full Recourse Loan Parties or any other Person who then has possession of any part thereof, with or without notice or process of law, and for that purpose may enter upon the Full Recourse Loan Parties' premises where any of the Intellectual Property Collateral is located and remove the same and use in connection with such removal any and all services, supplies, aids and other facilities of the applicable Full Recourse Loan Party; and

(ii) sell, assign or otherwise liquidate, or direct each Full Recourse Loan Party to sell, assign or otherwise liquidate, any or all of the Intellectual Property Collateral or any part thereof, and take possession of the proceeds of any such sale, assignment or liquidation.

(b) Any collateral repossessed by the Collateral Agent under or pursuant to Section 4(a) and any other Intellectual Property Collateral, whether or not so repossessed by the Collateral Agent, may be sold, assigned, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Collateral Agent may determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than ten days' written notice to Senior Care. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than ten days' written notice to the Full Recourse Loan Parties specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction (which may, at the option of the Collateral Agent, be subject to reserve), after publication of notice of such auction not less than ten days prior thereto in two newspapers in general circulation in the jurisdiction in which such auction is to be held. To the extent permitted by any such requirement of law, the Collateral Agent may bid for and become the purchaser of the Intellectual Property Collateral or any item thereof, offered for sale in accordance with this

Section without accountability to the Full Recourse Loan Parties (except to the extent of surplus money received). If the Collateral Agent shall be required to make disposition of the Intellectual Property Collateral within a period of time which does not permit the giving of notice to the Full Recourse Loan Parties as hereinabove specified, the Collateral Agent need give the Full Recourse Loan Parties only such notice of disposition as shall be reasonably practicable. The Collateral Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(c) The Collateral Agent shall have the right at any time to make any payments and do any other acts the Collateral Agent may deem necessary to protect its security interests in the Intellectual Property Collateral, including, without limitation, the rights to pay, purchase, contest or compromise any Lien (other than Permitted Liens) which appears to be prior to or superior to the security interests granted hereunder, and appear in and defend any action or proceeding purporting to affect its security interests in, or the value of, the Intellectual Property Collateral. The Full Recourse Loan Parties, jointly and severally, hereby agree to reimburse the Collateral Agent for all payments made and expenses incurred under this Agreement including reasonable fees, expenses and disbursements of attorneys and paralegals acting for the Collateral Agent, including any of the foregoing payments under, or acts taken to protect its security interests in, the Intellectual Property Collateral, which amounts shall be secured under this Agreement, and agrees that it shall be bound by any payment made or act taken by the Collateral Agent hereunder absent the Collateral Agent's gross negligence or willful misconduct. The Collateral Agent shall have no obligation to make any of the foregoing payments or perform any of the foregoing acts.

(d) Each Full Recourse Loan Party hereby irrevocably authorizes and appoints the Collateral Agent, or any Person or agent the Collateral Agent may designate, as its attorney-in-fact, with full authority in the place and stead of such Full Recourse Loan Party and in the name of such Full Recourse Loan Party or otherwise, at the Full Recourse Loan Parties' cost and expense, in the Collateral Agent's discretion, upon the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes and intent of this Agreement and to exercise all of the following powers, which powers, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been indefeasibly paid and satisfied in full:

(i) ask for, demand, collect, bring suit, recover, compromise, administer, accelerate or extend the time of payment, issue credits, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(ii) receive, take, endorse, negotiate, sign, assign and deliver and collect any checks, notes, drafts or other instruments, documents and chattel paper, in connection with clause (i) above;

(iii) receive, open and dispose of all mail addressed to each Full Recourse Loan Party and notify postal authorities to change the address for delivery thereof to such address as the Collateral Agent may designate;

(iv) give customers indebted on the Intellectual Property Collateral of the Full Recourse Loan Parties notice of the Collateral Agent's interest therein, instruct such customers to make payment directly to the Collateral Agent for each such Full Recourse Loan Party's account or request, at any time from customers indebted on the Intellectual Property Collateral, verification of information concerning the Intellectual Property Collateral and the amounts owing thereon;

(v) convey any item of Intellectual Property Collateral to any purchaser thereof;

(vi) record any instruments under Section 2(g);

(vii) make any payments or take any acts under Section 4(c); and

(viii) file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the Intellectual Property Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Intellectual Property Collateral.

The Collateral Agent's authority under this Section shall include, without limitation, the authority to execute and give receipt for any certificate of ownership or any document, transfer title to any item of Intellectual Property Collateral, sign each Full Recourse Loan Party's name on any documents deemed necessary or appropriate to preserve, protect or perfect the security interest in the Intellectual Property Collateral and to file the same, prepare, file and sign each Full Recourse Loan Party's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with any Intellectual Property Collateral of any such Full Recourse Loan Party and prepare, file and sign any such Full Recourse Loan Party's name on a proof of claim in bankruptcy or similar document against any customer of any such Full Recourse Loan Party, and to take any other actions arising from or incident to the rights, powers and remedies granted to the Collateral Agent in this Agreement. This power of attorney is coupled with an interest and is irrevocable by each Full Recourse Loan Party.

(e) All cash proceeds ("Proceeds") received by the Collateral Agent in respect of any sale of, collection from, or other realization upon all or any part of the Intellectual Property Collateral shall be applied by the Collateral Agent against the Obligations in such order as the Collateral Agent may determine. After payment in full of the Obligations and termination of the obligations of the Lenders to make Loans to the Borrower, all excess Proceeds received by the Collateral Agent shall be remitted to the applicable Full Recourse Loan Party.

(f) Upon the occurrence and during the continuance of an Event of Default, all income, royalties, payments and damages under or in respect of the Intellectual Property Collateral of each Full Recourse Loan Party, if any, received thereafter by each such Full Recourse Loan Party shall be held thereby in trust for the benefit of the Collateral Agent,

separate from such Full Recourse Loan Party's own property or funds and immediately turned over to the Collateral Agent with proper assignments or endorsements. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right to notify payors of income, royalties, payments and damages under or in respect of the Intellectual Property Collateral to make payment directly to the Collateral Agent.

(g) Each and every right, power and remedy hereby specifically given to the Collateral Agent shall be in addition to every other right, power and remedy specifically given under this Agreement or under the other Loan Documents or now or hereafter existing at law or in equity, or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Collateral Agent. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of the exercise of one shall not be deemed a waiver of the right to exercise any other right, power or remedy. No delay or omission of the Collateral Agent in the exercise of any such right, power or remedy and no renewal or extension of any of the Obligations shall impair any such right, power or remedy or shall be construed to be a waiver of any Default or Event of Default or any acquiescence therein.

SECTION 5. Miscellaneous Provisions.

(a) Notices. All notices and correspondence shall be in writing and given as provided in Section 13.11 of the Loan Agreement.

(b) Headings. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

(c) Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) Amendments, Waivers and Consents. Any amendment or waiver of any provision of this Agreement and, unless otherwise permitted herein, any consent to any departure by any Full Recourse Loan Party from any provision of this Agreement shall not be effective unless the same shall be in writing and signed by each Full Recourse Loan Party and the Collateral Agent and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(e) Interpretation. Time is of the essence in each provision of this Agreement of which time is an element. All terms not defined herein or in the Loan Agreement shall have the meaning set forth in the UCC, except where the context otherwise requires. To the extent a term or provision of this Agreement conflicts with the Loan Agreement and is not dealt with herein with more specificity, the Loan Agreement shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant in determining the meaning of this

Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

(f) Continuing Security Interest. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (i) remain in full force and effect until the indefeasible payment in full in cash of the Obligations and the termination of the Commitments, (ii) be binding upon the Full Recourse Loan Parties and their respective successors and assigns and (iii) inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent (for the ratable benefit of the Lenders) and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), the Collateral Agent may, in accordance with the terms of the Loan Agreement, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement to any other Person that is a successor to the Collateral Agent under the Loan Agreement, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Agent herein or otherwise, in each case as provided in the Loan Agreement.

(g) Reinstatement. To the extent permitted by law, this Agreement shall continue to be effective or be reinstated if at any time any amount received by the Collateral Agent or any Lender in respect of the Obligations is rescinded or must otherwise be restored or returned by the Collateral Agent or any Lender upon the occurrence or during the pendency of any bankruptcy, reorganization or other similar proceeding applicable to any Full Recourse Loan Party, or upon or during the occurrence of any dissolution, liquidation or winding up of any Full Recourse Loan Party, all as though such payments had not been made.

(h) Survival of Provisions. All representations, warranties and covenants of each Full Recourse Loan Party contained herein shall survive the Closing Date, and shall terminate only upon the full and final payment and performance of the Obligations secured hereby and termination of the Commitments.

(i) Collateral Agent May Perform. If any Full Recourse Loan Party fails to perform any agreement contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by the Full Recourse Loan Parties and shall constitute Obligations secured by this Agreement.

(j) No Duty on Collateral Agent. The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Intellectual Property Collateral on behalf of the Lenders and shall not impose any duty upon the Collateral Agent to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for money actually received by it hereunder, the Collateral Agent shall have no duty as to any Intellectual Property Collateral, as to ascertaining or taking action with respect to matters relative to any Intellectual Property Collateral, whether or not the Collateral Agent has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession if such

Intellectual Property Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own similar property. To the extent the Intellectual Property Collateral is held by a custodian, the Collateral Agent shall be deemed to have exercised reasonable care if it has selected the custodian with reasonable care.

(k) Delays; Partial Exercise of Remedies. No delay or omission of the Collateral Agent to exercise any right or remedy hereunder, whether before or after the happening of any Event of Default, shall impair any such right or shall operate as a waiver thereof or as a waiver of any such Event of Default. No single or partial exercise by the Collateral Agent of any right or remedy shall preclude any other or further exercise thereof, or preclude any other right or remedy.

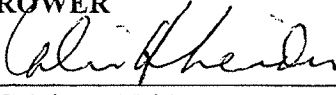
(l) GOVERNING LAW; JURISDICTION; SERVICE OF PROCESS; VENUE. THE LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS APPLICABLE TO AGREEMENTS TO BE MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD APPLY THE LAW OF A JURISDICTION OTHER THAN THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. ANY JUDICIAL PROCEEDING AGAINST ANY FULL RECOURSE LOAN PARTY WITH RESPECT TO THE OBLIGATIONS, ANY LOAN DOCUMENT OR ANY RELATED TRANSACTION AGREEMENT MAY BE BROUGHT IN ANY FEDERAL OR MASSACHUSETTS COURT SITTING IN THE COUNTY OF SUFFOLK IN THE CITY OF BOSTON. BY EXECUTION AND DELIVERY OF EACH LOAN DOCUMENT TO WHICH IT IS A PARTY, EACH FULL RECOURSE LOAN PARTY (I) ACCEPTS THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY, (II) WAIVES PERSONAL SERVICE OF PROCESS, (III) AGREES THAT SERVICE OF PROCESS UPON IT MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, PURSUANT TO SECTION 13.11 OF THE LOAN AGREEMENT, AND (IV) WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION, VENUE OR CONVENIENCE. NOTHING SHALL AFFECT THE RIGHT OF ADMINISTRATIVE AGENT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY LOAN PARTY IN THE COURTS OF ANY OTHER JURISDICTION HAVING JURISDICTION. ANY JUDICIAL PROCEEDINGS AGAINST ADMINISTRATIVE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, THE OBLIGATIONS, ANY LOAN DOCUMENT OR ANY RELATED TRANSACTION AGREEMENT SHALL BE BROUGHT ONLY IN A FEDERAL OR MASSACHUSETTS COURT SITTING IN THE COUNTY OF SUFFOLK IN THE CITY OF BOSTON.

(m) JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THE LOAN DOCUMENTS OR IN ANY WAY CONNECTED

WITH OR INCIDENTAL TO THE DEALINGS OF THE PARTIES WITH RESPECT TO THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. 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 ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES TO THE WAIVER OF THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

IN WITNESS WHEREOF, each of the parties has duly executed this Intellectual Property Security Agreement as of the date first written above.

**SENIOR CARE CENTERS OF AMERICA, INC.,
as BORROWER**

By: 
Name: Calvin A. Neider
Its: ~~Its~~ Secretary


Address for Notices:

WITH A COPY TO:

c/o Clearview Capital LLC
1445 East Putnam Avenue
Old Greenwich, CT 06870
Attention: James G. Andersen
Fax: (203) 698-9194
email: jandersen@cleaviewcap.com

7 Neshaminy Interplex Suite 403
Trevose, PA 19053
Attention: James R. Donnelly
FAX: (215) 642-6610

**SENIOR CARE CENTERS OF
CONNECTICUT, INC., as GUARANTOR**

By: 
Name: Calvin A. Neider
Its: Secretary

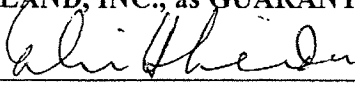
Address for Notices:

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1445 East Putnam Avenue
Old Greenwich, CT 06870
Attention: James G. Andersen
Fax: (203) 698-9194
email: jandersen@cleaviewcap.com

7 Neshaminy Interplex Suite 403
Trevose, PA 19053
Attention: James R. Donnelly
FAX: (215) 642-6610

**SENIOR CARE CENTERS OF
MARYLAND, INC., as GUARANTOR**

By: 
Name: Calvin A. Neider
Its: Secretary


Address for Notices:

WITH A COPY TO:

c/o Clearview Capital LLC
1445 East Putnam Avenue
Old Greenwich, CT 06870
Attention: James G. Andersen
Fax: (203) 698-9194
email: jandersen@cleaviewcap.com

7 Neshaminy Interplex Suite 403
Trevose, PA 19053
Attention: James R. Donnelly
FAX: (215) 642-6610

**SENIOR CARE CENTERS OF
PENNSYLVANIA, INC., as
GUARANTOR**

By: 
Name: Calvin A. Neider
Its: Secretary

Address for Notices:

WITH A COPY TO:

c/o Clearview Capital LLC
1445 East Putnam Avenue
Old Greenwich, CT 06870
Attention: James G. Andersen
Fax: (203) 698-9194
email: jandersen@cleaviewcap.com

7 Neshaminy Interplex Suite 403
Trevose, PA 19053
Attention: James R. Donnelly
FAX: (215) 642-6610

[Signature Page to Intellectual Property Security Agreement]

Attention: _____
Telephone _____
FAX: _____
E-Mail: _____

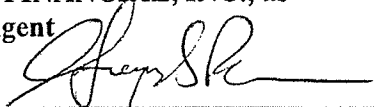
**SENIOR CARE CENTERS OF
PENNSYLVANIA, INC., as
GUARANTOR**

By: _____
Name: _____
Its: _____

Address for Notices:

Attention: _____
Telephone _____
FAX: _____
E-Mail: _____

**NEWSTAR FINANCIAL, INC., as
Collateral Agent**

By:  _____
Name: Gregory S. Pachus
Its: Managing Director

Address for Notices:

500 Boylston Street, Suite 1600
Boston, MA 02116
Attention: John Skayne
Telephone: 617-848-2582
FAX: 617-848-4399
E-Mail: jskayne@newstarfin.com

[Signature Page to Intellectual Property Security Agreement]

Schedule A

Patents

SCHEDULE B
Trademarks and Trademark Applications

Trademark/ Service Mark	Owner	Jurisdiction	Registration No.	Registration Date
"Elderflower" Int'l. Class 42	SeniorCare Centers of Pennsylvania, Inc.	U.S. Patent & Trademark Office	1,986,053	7/9/96
"Senior Care Centers of America" with diamond shaped logo <i>The mark consists in part of the stylized letters "SC" inside of a diamond.</i> Int'l. Class 42 <i>This registration is subject to the following disclaimer: No claim is made to the exclusive right to use "Inc." apart from the mark as shown.</i>	SeniorCare Centers of America, Inc.	U.S. Patent & Trademark Office	2,405,543	11/21/00
Senior Care Int'l. Class 42	Senior Care Centers of America, Inc.	Secretary of State of New Jersey	21088	4/22/92
Independence Place Int'l. Class 42	Senior Care Centers of America, Inc.	Secretary of State of New Jersey	20875	12/11/96

Schedule C

Copyright Registrations

6876/54154-003 Current/8010667v4

RECORDED: 12/21/2005

TRADEMARK
REEL: 003214 FRAME: 0819