

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Recovercare, LLC		12/30/2005	LIMITED LIABILITY COMPANY: PENNSYLVANIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Commerce Bank, N.A.
<b>Street Address:</b>	One Commerce Square
<b>Internal Address:</b>	2005 Market Street - 2nd Floor
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19103
<b>Entity Type:</b>	National Association: UNITED STATES

<b>Name:</b>	Commerce Commercial Leasing, LLC
<b>Street Address:</b>	2059 Springdale Road
<b>City:</b>	Cherry Hill
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08003
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	76519881	STIMULUS AIR
Serial Number:	76523264	PRONE-TECHTOR 6.0
Serial Number:	75467342	PRONE-TECHTOR
Serial Number:	76519880	STIMULUS PLUS

**CORRESPONDENCE DATA**

Fax Number: (215)405-2574

**900038971**

**TRADEMARK  
 REEL: 003220 FRAME: 0151**

**OP \$115.00 76519881**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 215-977-2574  
Email: ssplaver@wolfblock.com  
Correspondent Name: Stacy L. Splaver  
Address Line 1: 1650 Arch Street  
Address Line 2: 22nd Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	COM212-221417
NAME OF SUBMITTER:	Stacy L. Splaver
Signature:	/Stacy L. Splaver/
Date:	01/04/2006

**Total Attachments: 7**

source=Recovercare IP Security Agreement#page1.tif  
source=Recovercare IP Security Agreement#page2.tif  
source=Recovercare IP Security Agreement#page3.tif  
source=Recovercare IP Security Agreement#page4.tif  
source=Recovercare IP Security Agreement#page5.tif  
source=Recovercare IP Security Agreement#page6.tif  
source=Recovercare IP Security Agreement#page7.tif

**AMENDMENT, ACKNOWLEDGMENT AND CONFIRMATION OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDMENT, ACKNOWLEDGMENT AND CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Amendment") is made effective as of this 30th day of December, 2005, by and among RECOVERCARE, LLC a Pennsylvania limited liability company (the "Assignor"), and COMMERCE BANK, N.A. (the "Bank") and COMMERCE COMMERCIAL LEASING, LLC ("CCL"). CCL and the Bank are sometimes collectively referred to herein as ("Commerce").

**BACKGROUND**

A. Pursuant to the terms of that certain Loan and Security Agreement by and among Assignor, Cambridge Technologies, Inc. ("Cambridge") and Bank dated September 3, 2004, (as amended by that certain First Amendment and Modification to Loan and Security Agreement dated January, 2005 and that certain Second Amendment and Modification to Loan and Security Agreement dated June 1, 2005 and as the same may be amended, modified, supplemented or restated from time to time, the "**Loan Agreement**"), Bank agreed to, inter alia, extend to Assignor and Cambridge (i) a certain revolving line credit in the original principal amount of Two Million Dollars (\$2,000,000.00), and (ii) a certain revolving line of credit in the maximum principal amount of Five Hundred Thousand Dollars (\$500,000.00) ("**Original Loans**").

B. As security for, inter alia, the Original Loans, Assignor executed and delivered to Commerce that certain Intellectual Property Security Agreement by and between Assignor and Commerce dated September 3, 2004 and recorded with the Patent and Trademark Office on June 2, 2005 at Reel 3095, France 0939 (as the same may hereafter be further amended, extended, supplemented or restated from time to time, the "**IP Security Agreement**").

C. On December 30, 2005, Assignor, Cambridge and Bank amended and restated the Loan Agreement, as evidenced by that certain Amended and Restated Loan and Security Agreement (as the same may hereafter be further amended, extended, supplemented or restated from time to time, the "**A&R Loan Agreement**"), pursuant to which Bank agreed to, inter alia, extend to Assignor and Cambridge, (i) a certain revolving line credit in the original principal amount of Fifteen Million Dollars (\$15,000,000.00) and (ii) a certain term loan in the maximum principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) (collectively, the "**New Loans**").

D. In connection with the A&R Loan Agreement, Assignor and Commerce have agreed to amend and confirm the terms of the IP Security Agreement to, inter alia, (i) specifically secure, without limitation, the Assignor's and Cambridge's obligations under the New Loans, and (ii) [specifically include, without limitation, certain new trademarks and patents obtained by Assignor.

E. Capitalized terms used herein and not otherwise defined shall have the meanings provided for such terms in the IP Security Agreement.

**NOW, THEREFORE**, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **New Trademarks. Exhibit "A"** to the IP Security Agreement is hereby amended to specifically include, without limitation, each of the following:

TRADEMARK	SERIAL NO.	REGISTRATION NO.
Stimulus Air	76519881	
Prone-Techtor 6.0	76523264	
Prone-Techtor	75467342	2260822
Stimulus Plus	76519880	2990066

2. **Ratification and Confirmation.** As amended hereby, all of the terms and conditions of the IP Security Agreement, all documents in connection therewith and all liens, security interests, rights and remedies granted therein, remain in full force and effect and are hereby ratified, confirmed and continued as security for all obligations of Assignor and Cambridge to Commerce, including, without limitation, Assignor's and Cambridge's obligations under the New Loans and all other obligations of Assignor and Cambridge to Bank under the A&R Loan Agreement.

3. **Binding Effect.** This Amendment shall be binding upon the successors, assigns and personal representatives of Assignor and shall inure to the benefit of the successors and assigns of Commerce.

4. **Severability.** The provisions of this Amendment are deemed to be severable and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

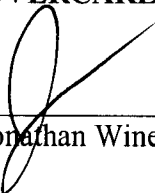
5. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles.

6. **Headings.** The headings of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.


**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment effective as of the date first above written.

**RECOVERCARE, LLC**

By:  \_\_\_\_\_  
Jonathan Winer, CEO

**COMMERCE BANK, N.A.**

By:  \_\_\_\_\_  
Walter Unangst, Vice President

**COMMERCE COMMERCIAL LEASING,  
LLC**

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

**RECOVERCARE, LLC**

By: \_\_\_\_\_  
Jonathan Winer, CEO

**COMMERCE BANK, N.A.**

By: \_\_\_\_\_  
Walter Unangst, Vice President


**COMMERCE COMMERCIAL LEASING,  
LLC**

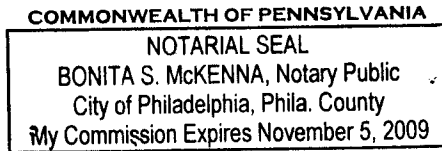
By: Charles M. Fiumefreddo  
Name/Title: **CHARLES M. FIUMEFREDDO**  
**VICE PRESIDENT**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF PHILADELPHIA :

On this, the 30th day of December, 2005, before me, a Notary Public, personally appeared Jonathan Winer who acknowledged himself to be the CEO of **Recovercare, LLC**, a Pennsylvania limited liability company, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

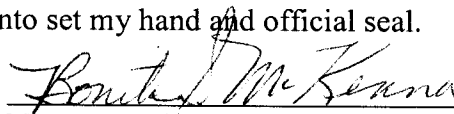
  
Notary Public  
My commission expires:



COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF PHILADELPHIA :

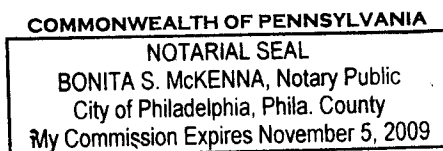
On this, the 30th day of December, 2005, before me, a Notary Public, personally appeared Walter Unangst who acknowledged himself to be a Senior Vice President of **Commerce Bank, N.A.**, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Bank himself as such officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.



Notary Public

My commission expires:



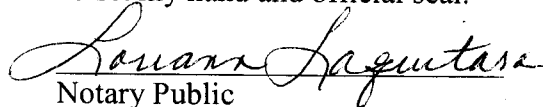


STATE OF NEW JERSEY  
COUNTY OF CAMDEN

:  
: SS.  
:

On this, the 30 day of December, 2005, before me, a Notary Public, personally appeared CHARLES FIUMEFREDDI who acknowledged himself to be a VICE PRESIDENT of **Commerce Commercial Leasing, LLC**, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company on behalf of the himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My commission expires: OCTOBER 3, 2010