

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Trademark Collateral Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Intrepid U.S.A. Inc.		02/03/2006	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PATRIARCH PARTNERS AGENCY SERVICES, LLC		
<b>Street Address:</b>	227 West Trade Street, Suite 1400		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1078057	WESTERN MEDICAL SERVICES	
Registration Number:	2234116	KEYSTEPS	
Registration Number:	2171608	WESCARE	
Registration Number:	2064770	WESTERN MEDICAL SERVICES HOME HEALTH AGENCY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2027216405		
<b>Email:</b>	christine.wilson@thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	80 State Street		
<b>Address Line 2:</b>	6th Floor		
<b>Address Line 4:</b>	Albany, NEW YORK 12207		
<b>NAME OF SUBMITTER:</b>	Christine Wilson		
<b>Signature:</b>	/CHRISTINE WILSON/		

CH \$115.00 1078057

Date:

02/21/2006

**Total Attachments: 5**

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**NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST**

**THIS NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST** (this “Notice”), is made by and between Intrepid U.S.A. Inc., a Minnesota corporation (the “Trademark Owner”), and Patriarch Partners Agency Services, LLC, a Delaware limited liability company, as agent for itself and the Lenders referenced below (in such capacity, the “Agent”).

**WHEREAS**, Trademark Owner has adopted, used and is using, and is the sole owner of the trademarks set forth on Schedule 1 hereof (collectively, the “Trademarks”);

**WHEREAS**, Trademark Owner and the Agent for the benefit of the lenders thereunder (the “Lenders”) have entered into that certain Credit Agreement, dated as of February 3, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement);

**WHEREAS**, the Trademark Owner and Agent have entered into that certain Security Agreement, dated as of February 3, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

**WHEREAS**, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Trademark Owner pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Trademark Owner’s right, title and interest in certain collateral, including the Trademarks; and

**WHEREAS**, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Trademark

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Owner hereby confirms its pledge, assignment and grant to the Agent, for itself and for the benefit of the Lenders, of a continuing security interest in and lien on and to the Trademarks and all registrations and applications for registrations of the Trademarks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Trademarks and together with all of Trademark Owner's right to sue and recover for infringement of the Trademarks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, this Notice has been duly executed, sealed and delivered by an authorized officer of each of the undersigned.

**TRADEMARK OWNER:**

**INTREPID U.S.A., INC.**

By: R. Wayne Judy  
Name: R. Wayne Judy  
Title: CFO

**AGENT:**

**PATRIARCH PARTNERS AGENCY  
SERVICES, LLC**

By: \_\_\_\_\_  
Name: Lynn Tilton  
Title: Manager

IN WITNESS WHEREOF, this Notice has been duly executed, sealed and delivered by an authorized officer of each of the undersigned.

**TRADEMARK OWNER:**

**INTREPID U.S.A. INC.**

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

**AGENT:**

**PATRIARCH PARTNERS AGENCY  
SERVICES, LLC**

By: \_\_\_\_\_  
Name: Lynn Tilton  
Title: Manager

SCHEDULE 1  
TO  
NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST

Trademarks

<u>Name</u>	<u>Class</u>	<u>Status</u>	<u>Registration No.</u>
Western Medical Services	Class 35	Expires 11/22/07	1,078,057
Key Steps	Class 42	Expires 3/22/09	2,234,116
Wescare	Class 42	Expires 7/6/08	2,171,608
Western Medical Services Home Health Agency	Class 42	Expires 5/27/07	2,064,770

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Trademark Security Agreement