

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
CAREWORKS OF OHIO LTD.		02/28/2006	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	STONEHENGE OPPORTUNITY FUND II, LP		
Street Address:	191 West Nationwide Boulevard		
Internal Address:	Suite 600		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75168484	CAREWORKS	
Serial Number:	76556358	CAREWORKS HEALTHGROUP	
Serial Number:	75940225	CAREWORKS TECHNOLOGIES	
Serial Number:	75909279	VOCWORKS	
CORRESPONDENCE DATA			
Fax Number:	(614)227-2100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	614-227-2182		
Email:	ipdocket@porterwright.com		
Correspondent Name:	Karen K. Hammond		
Address Line 1:	41 South High Street		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	4004003-161581		

CH \$115.00 75168484

NAME OF SUBMITTER:	Karen K. Hammond
Signature:	/karenkhammond/
Date:	03/24/2006

Total Attachments: 13

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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF AN INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 28, 2006, BETWEEN AND AMONG THE HUNTINGTON NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS AGENT FOR ITSELF, LASALLE BANK NATIONAL ASSOCIATION AND THE OTHER LENDERS FROM TIME TO TIME PARTY TO THE HUNTINGTON CREDIT AGREEMENT (AS DEFINED IN THE PURCHASE AGREEMENT), STONEHENGE OPPORTUNITY FUND II, LP, AS AGENT FOR ITSELF AND THE OTHER PURCHASERS UNDER THE PURCHASE AGREEMENT (AS DEFINED BELOW) AND THE COMPANIES (AS DEFINED IN THE INTERCREDITOR AGREEMENT) RESTRICTING THE RIGHTS OF THE MAKER OR DRAWER, AND OF ANY HOLDER, WITH RESPECT TO PAYMENTS ON ACCOUNT OF THE PRINCIPAL AND INTEREST HEREOF.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into as of February 28, 2006, by and among by and among CAREWORKS LTD., an Ohio limited liability company, ("CareWorks Ltd.") and the other parties identified on the signature pages hereto as Grantors (Careworks Ltd. and such other parties, each a "Grantor" and, together the "Grantors") in favor of STONEHENGE OPPORTUNITY FUND II, LP, a Delaware limited partnership, as administrative and collateral agent (in such capacity, the "Secured Party") for the Purchasers pursuant to the Note Purchase Agreement of even date herewith (as it may hereafter from time to time be restated, amended, modified or supplemented, the "Purchase Agreement") among the Loan Parties, the Secured Party and the Purchasers.

Witnesseth:

WHEREAS, pursuant to the Purchase Agreement, the Purchasers have severally agreed to purchase certain Senior Term Notes (as defined in the Purchase Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is party to a Security Agreement of even date herewith in favor of the Secured Party (the "Security Agreement") and each Grantor is required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement and the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce the Purchasers and the Secured Party to enter into the Purchase Agreement and to induce the Purchasers to purchase the Senior Term Notes thereunder, each Grantor hereby agrees with the Secured Party as follows:

SECTION 1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

As used herein, the following terms shall have the following meanings:

"Trademark" means (a) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any State, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals and extensions thereof.

"Trademark License" means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

SECTION 2. Grant of Security Interest in Trademark Collateral Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby sells, conveys, pledges, hypothecates and grants to the Secured Party, its successors and assigns, a continuing and unconditional first priority security interest upon, in and to all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor wherever located, and now owned or hereafter acquired (the **"Trademark Collateral"**), subject only to the terms of a certain Intercreditor Agreement dated as of even date herewith, between and among the Secured Party and The Huntington National Bank, as agent:

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) any consideration received when all or any part of the Trademark Collateral is sold, transferred, exchanged, leased, collected or otherwise disposed of, or any value received as a consequence of possession thereof, including but not limited to, all products, proceeds (including all "Proceeds" as defined in Section 9 102(a)(64) of the Code), cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents, or proceeds of other proceeds, now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, any and all claims by any Grantor against third parties for past, present, future infringement, dilution, violation or any other impairment thereof.

SECTION 3. Grantor Remains Liable. It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks or Trademark Licenses, and shall hold the Secured Party harmless from any and all costs, damages, liabilities and

expenses that may be incurred in connection with the Secured Party's interest in such Trademarks or Trademark Licenses or any other action or failure to act in connection with this Trademark Security Agreement, except to the extent that the same are caused by the Secured Party's gross negligence or willful misconduct. Each Grantor shall remain liable for any and all claims by any Person that the conduct of such Grantor's business or products or processes of such Grantor infringe any rights of such person.

SECTION 4. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. **Termination of Security Interest in Trademark Collateral.** Upon payment and satisfaction in full of the Obligations and termination of all commitments relating thereto, the Secured Party shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Secured Party, and at the sole expense of the Grantors, to the Grantors, against receipt therefor, such of the Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Secured Party pursuant to the terms of the Security Agreement and not theretofore reassigned, redelivered and released to the Grantors, together with appropriate instruments of reassignment and/or release.

SECTION 6. **Counterparts.** This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

SECTION 7. **APPLICABLE LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF OHIO, WITHOUT GIVING EFFECT TO OHIO CHOICE OF LAW DOCTRINE.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CAREWORKS LTD.

By: 

Name: Lisle J. Smith

Title: Secretary and Chief Financial Officer

CAREWORKS OF OHIO LTD.

By: 

Name: Lisle J. Smith

Title: Secretary and Chief Financial Officer

VOCWORKS LTD.

By: 

Name: Lisle J. Smith

Title: Secretary and Chief Financial Officer

CAREWORKS TECHNOLOGIES LTD.

By: 

Name: Lisle J. Smith

Title: Secretary and Chief Financial Officer

CAREWORKS USA LTD.

By: 

Name: Lisle J. Smith

Title: Secretary and Chief Financial Officer

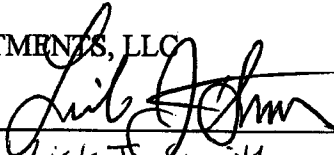
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

CCI INVESTMENTS, LLC

By:

Name:

Title:



Lisle J. Smith

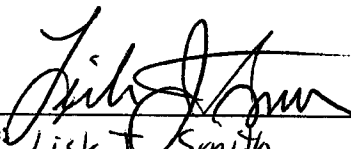
Secretary and Chief Financial Officer

ARROWOOD INVESTMENT GROUP, LLC

By:

Name:

Title:



Lisle J. Smith

Secretary and Chief Financial Officer

Acknowledged by:

STONEHENGE OPPORTUNITY FUND II, LP,
a Delaware limited partnership, as Secured Party

By: Stonehenge Equity Partners, LLC
Its: General Partner

By: Stonehenge Partners Corp.
Its: Manager

By:


Peter G. Davies, Principal

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

Acknowledgement of Grantor
STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 28th day of February 2006, before me personally appeared Lisle J. Smith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CareWorks Ltd., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Susan E. Portwood
Notary Public



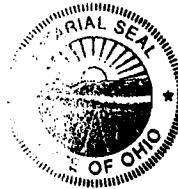
SUSAN E. PORTWOOD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 12, 2009

Acknowledgement of Grantor

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 28th day of February 2006, before me personally appeared Lisle J. Smith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CareWorks of Ohio Ltd., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Susan E. Portwood
Notary Public



SUSAN E. PORTWOOD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 12, 2009

Acknowledgement of Grantor

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 28th day of February 2006, before me personally appeared Lisle J. Smith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VocWorks Ltd., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Susan E. Portwood

Notary Public



SUSAN E. PORTWOOD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 12, 2009

Acknowledgement of Grantor
STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 28th day of February 2006, before me personally appeared Lisle J. Smith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CareWorks Technologies Ltd., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Susan E. Portwood
Notary Public



SUSAN E. PORTWOOD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 12, 2009

Acknowledgement of Grantor

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 28th day of February 2006, before me personally appeared Wisle J. Smith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CareWorks USA Ltd., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Susan E. Portwood
Notary Public



SUSAN E. PORTWOOD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 12, 2009

Acknowledgement of Grantor
STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 28th day of February 2006, before me personally appeared Lisle J. Smith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CCI Investments, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Susan E. Portwood
Notary Public



SUSAN E. PORTWOOD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 12, 2009

Acknowledgement of Grantor
STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 28th day of February 2006, before me personally appeared Lisle J. Smith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Arrowood Investment Group, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Susan E. Portwood
Notary Public



SUSAN E. PORTWOOD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 12, 2009

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

SCHEDULE I
to
Trademark Security Agreement

Trademark Registrations

A. REGISTERED TRADEMARKS

Type	Mark	Registration #	Registration Date	Owner
U.S. Service Mark	CAREWORKS	2,142,072	03/10/98	CareWorks of Ohio Ltd.
U.S. Service Mark	CAREWORKS HEALTHGROUP	2,924,782	02/08/05	CareWorks of Ohio Ltd.
U.S. Service Mark	CAREWORKS TECHNOLOGIES	2,869,901	08/03/04	CareWorks of Ohio Ltd.
U.S. Service Mark	VOCWORKS	2,429,791	02/20/01	CareWorks of Ohio Ltd.

B. TRADEMARK APPLICATIONS

NONE

C. TRADEMARK LICENSES

NONE