

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UltraBridge, Inc.		03/22/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CareCentric, Inc.		
<b>Street Address:</b>	2625 Cumberland Parkway		
<b>Internal Address:</b>	Suite 310		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78471986	ULTRACARSXP	
<b>Registration Number:</b>	2641710	ULTRACARS LTC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)439-1819		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4048738728		
<b>Email:</b>	scott.taylor@agg.com, portia.gordon@agg.com		
<b>Correspondent Name:</b>	Scott E. Taylor, Esq.		
<b>Address Line 1:</b>	171 17th Street, NW		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30363		
<b>ATTORNEY DOCKET NUMBER:</b>	11763-15		
<b>NAME OF SUBMITTER:</b>	Scott E. Taylor, Esq.		

CH \$65.00 78471986

Signature:

/Scott E. Taylor, Esq./

Date:

03/29/2006

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into this 22 day of March, 2006 by and between UltraBridge, Inc. a Delaware corporation whose principal office is 10065 Red Run Boulevard, Owings Mills, Maryland 21117 ("Assignor"), CareCentric, Inc., a Georgia corporation whose principal place of business is 2625 Cumberland Parkway, Suite 310, Atlanta, Georgia 30339 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the U.S. federal Trademark Registration No. 2,641,710 and Trademark Application No. 78/471,986, as identified and set forth on the Schedule attached hereto and made a part hereof (the "Marks"), and the goodwill associated therewith;

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all right, title and interest in and to the Marks, together with the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and all registrations and applications therefor, in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor requests the Commissioner of Patents and Trademarks of the United States or, in the case of the several states in the United States, the analogous individual or agency responsible for trademarks, service marks, trade/assumed names, to record Assignee as owner of the Marks, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor hereby represents and warrants that it owns all right, title and interest in and to the Marks free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

4. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (iii) in obtaining any additional trademark and trade/assumed name protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (iv) in the implementation, recordation or perfection of this Assignment.

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective dates written below.

By (Assignor):



Name

CEO

Title

UltraBridge, Inc.

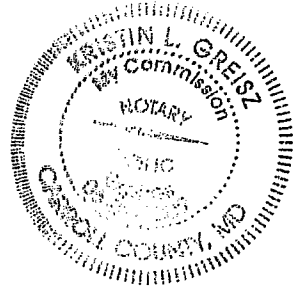
Company

March 22, 2006

Date

SUBSCRIBED and SWORN to before me  
this 22 day of March, 2006.

Kristin L. Greisz  
Notary Public  
My Commission Expires: 5/2/09



By (Assignee):

*C. M. M. G.*  
Name

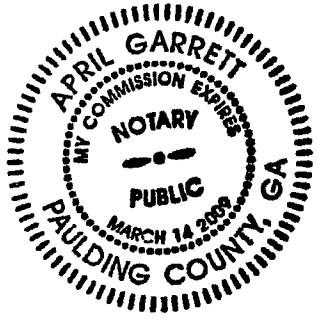
*Senior Vice President*  
Title

CareCentric, Inc.  
Company

3-27-06  
Date

SUBSCRIBED and SWORN to before me  
this 27<sup>th</sup> day of March, 2006.

*April Garrett*  
Notary Public  
My Commission Expires: 3-14-09



SCHEDULE

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ULTRACARS LTC	2,641,710	October 29, 2002

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
ULTRACARSXP	78/471,986	August 23, 2004