

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cambridge International, Inc.		04/13/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Intracare Hospital		
Street Address:	7601 Fannin Street		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77054		
Entity Type:	Non-profit Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1968773	RESOURCE	
CORRESPONDENCE DATA			
Fax Number:	(713)238-8008		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	713-238-8000		
Email:	TMHou@conleyrose.com		
Correspondent Name:	Shannon W. Bates		
Address Line 1:	P.O. Box 3267		
Address Line 4:	Houston, TEXAS 77253-3267		
ATTORNEY DOCKET NUMBER:	1439-00100		
NAME OF SUBMITTER:	Shannon W. Bates		
Signature:	/Shannon W. Bates/		
Date:	04/26/2006		

CH \$40.00 1968773

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TRADEMARK
REEL: 003300 FRAME: 0992

Total Attachments: 2
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NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") entered into *Nunc Pro Tunc* effective as of December 31, 2003, is made by and between **Cambridge International, Inc.** ("Assignor"), a corporation of the state of Texas, having a place of business at 7505 Fannin Street, Suite 680, Houston, Texas 77054 and **Intracare Hospital** ("Assignee"), a non-profit corporation of the state of Texas, having a place of business at 7601 Fannin Street, Houston, Texas 77054.

RECITALS

WHEREAS, Assignor is the sole owner of U.S. Trademark Registration No. 1,968,773 for the mark RESOURCE ("Service Mark");

WHEREAS, pursuant to a certain Agreement effective on or about December 31, 2003 Assignor agreed to transfer to Assignee and Assignee agreed to accept from Assignor all rights, title and interest in and to certain assets and properties, including without limitation the Service Mark; and

WHEREAS, Assignor and Assignee desire to formalize their agreement as to the assignment of the Service Mark, including without limitation the right, title and interest in, to and under the Service Mark, together with the goodwill of the business symbolized by the same;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties intending to be legally bound agree as follows:

TRADEMARK ASSIGNMENT

Assignor does hereby assign, transfer and convey *Nunc Pro Tunc* to Assignee, its successors, assigns and legal representatives, the entire right, title, and interest in and to the Service Mark, including but not limited to all common law rights associated with the foregoing, all rights of priority associated with the foregoing, together with the goodwill associated with the foregoing, the same to be held and enjoyed by Assignee, its successors, assigns and legal representatives as fully and entirely as the said assigned right, title and interest could have been held and enjoyed by Assignor if such assignment, transfer and conveyance had not been made.

Assignor further assigns *Nunc Pro Tunc* to Assignee any and all rights and causes of action (including damages recoverable thereby) for past, present, and future unauthorized use of the Service Mark, including but not limited to all rights and causes of action for infringement and unfair competition.

Assignor further covenants and agrees that it and its representatives will, at Assignee's request and expense, do all other lawful acts necessary to enable Assignee to obtain, maintain and fully enforce the benefits of the rights and interests herein assigned, transferred, and conveyed. This Assignment shall be binding upon the Assignor, its successors and assigns, and all others acting by, through, with or under its direction, and all those in privity therewith, and this Assignment shall inure to the benefit of the successors and assigns of Assignee.

Assignor represents and warrants that it owns all right, title, and interest in and to the Service Mark, that it has the authority to transfer all of the rights assigned, transferred, and conveyed pursuant to this Assignment, and that it has not licensed any other person or entity to use the Service Mark in any way.

This Assignment is signed this 13 day of April, 2006. The undersigned hereby represent and warrant that they have the authority to execute this Agreement behalf of their respect entities.

CAMBRIDGE INTERNATIONAL, INC.

INTRACARE HOSPITAL

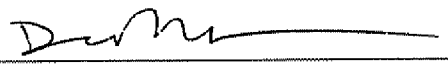
By: _____



Name: Deo Shanker

Title: Chief Financial Officer

By: _____



Name: Deo Shanker

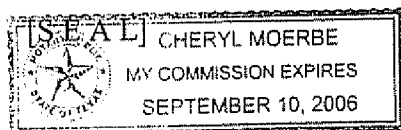
Title: President

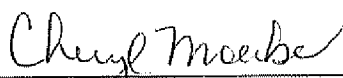
County of Harris
State of Texas

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Deo Shanker, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Cambridge International, Inc., a Texas corporation, and that he executed the same as the act and deed of such corporation and for the purpose and consideration therein expressed and in the capacity therein stated.

FURTHER, on this day personally appeared Deo Shanker, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Intracare Hospital, a Texas non-profit corporation, and that he executed the same as the act and deed of such non-profit corporation and for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of April, 2006.





Notary Public in and for the
STATE OF TEXAS