

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank		08/08/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AccentCare, Inc.		
Street Address:	135 Technology Drive, Suite 150		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2681585	ACCENTCARE	
Registration Number:	2448260	ACCENTCARE	
Registration Number:	2696151		
CORRESPONDENCE DATA			
Fax Number:	(858)320-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-320-3000		
Email:	jwclark@mintz.com		
Correspondent Name:	Evelyn Lee		
Address Line 1:	9255 Towne Centre Drive Suite 600		
Address Line 4:	San Diego, CALIFORNIA 92121-3039		
ATTORNEY DOCKET NUMBER:	34904-004		
NAME OF SUBMITTER:	Evelyn Lee		
Signature:	/Evelyn Lee/		

CH \$90.00 2681585

Date:

08/15/2006

Total Attachments: 3

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RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of August 8, 2006 by Comerica Bank, successor by merger to Comerica Bank-California, successor by merger to Imperial Bank ("Comerica").

WHEREAS, Imperial Bank and AccentCare, Inc., a Delaware corporation ("Grantor"), entered into that certain Intellectual Property Security Agreement dated as of December 21, 2000 ("Imperial Agreement"), and Comerica Bank-California and Grantor entered into that certain Amended and Restated Intellectual Property Security Agreement, dated as of May 15, 2002 (the "Comerica Agreement"; the Imperial Agreement together with the Comerica Agreement shall be referred to herein as the Trademark Security Agreements);

WHEREAS, the Trademark Security Agreements granted Comerica a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Grantor to Comerica (the "Obligations");

WHEREAS, Comerica recorded the Imperial Agreement on January 9, 2001 at Reel 2209, Frame 0606 in the United States Patent and Trademark Office; and

WHEREAS, Comerica recorded the Comerica Agreement on July 10, 2002 at Reel 2541, Frame 0186 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Comerica release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Comerica hereby agrees as follows:

Comerica hereby fully releases and terminates, without warranty or recourse, its security interests in and liens on:

(a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and

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(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

Comerica further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, Comerica has caused this Release of Trademarks to be duly executed as of the day and year first above written.

COMERICA BANK

By Bonnie Hehl
Name: Bonnie Hehl
Title: SVP - Regional Managing Director

Schedule I to Release of Trademarks

<u>Trademark Registration</u>	<u>Registration No.</u>	<u>Owner</u>
ACCENTCARE	2,681,585	AccentCare, Inc.
ACCENTCARE (Logo)	2,096,151	AccentCare, Inc.
ACCENTCARE	2,448,260	AccentCare, Inc.