

**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
RecoverCare, LLC		01/08/2007	LIMITED LIABILITY COMPANY: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	Commerce Commerical Leasing, LLC
Street Address:	2005 Market Street
Internal Address:	One Commerce Square, 2nd Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	Commerce Bank, N.A.
Street Address:	2005 Market Street
Internal Address:	One Commerce Square, 2nd Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Nationally Chartered Bank:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78017599	STEN-BARR

**CORRESPONDENCE DATA**

Fax Number: (215)405-3789  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2159772166  
 Email: ipdept-out@wolfblock.com

OP \$40.00 78017599

Correspondent Name: Peter T. Wakiyama, Esquire  
Address Line 1: 1650 Arch Street  
Address Line 2: 22nd Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	COM212-221417
NAME OF SUBMITTER:	Peter T. Wakiyama
Signature:	/petertwakiyama/
Date:	01/26/2007

**Total Attachments: 8**

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**SECOND AMENDMENT, ACKNOWLEDGMENT AND CONFIRMATION OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SECOND AMENDMENT, ACKNOWLEDGMENT AND CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Amendment") is made effective as of this 8th day of January, 2007, by and among RECOVERCARE, LLC a Pennsylvania limited liability company (the "Assignor"), and COMMERCE BANK, N.A. (the "Bank") and COMMERCE COMMERCIAL LEASING, LLC ("CCL"). CCL and the Bank are sometimes collectively referred to herein as ("Commerce").

**BACKGROUND**

A. Pursuant to that certain Amended and Restated Loan and Security Agreement dated December 30, 2005 by and among Borrowers and Bank (as amended by that certain First Amendment and Modification to Amended and Restated Loan and Security Agreement dated June 30, 2006, that certain Second Amendment and Modification to Amended and Restated Loan and Security Agreement dated of even date herewith and as the same may be further amended, modified, supplemented or restated from time to time, being referred to herein as the "**Loan Agreement**"), Bank agreed, *inter alia*, to extend to Borrowers a revolving line credit and a term loan in the aggregate maximum principal amount of Twelve Million Dollars (\$12,000,000.00).

B. Pursuant to the terms of the Loan Agreement, Assignor executed and delivered to Commerce that certain Intellectual Property Security Agreement by and between Assignor and Commerce dated September 3, 2004 and recorded with the Patent and Trademark Office on June 2, 2005 at Reel 3095, Frame 0939 (as amended by that certain Amendment, Acknowledgement and Confirmation of Intellectual Property Security Agreement dated December 30, 2005 and recorded with the Patent and Trademark Office on January 4, 2006 at Reel 3220, Frame 0151 and as the same may be further amended, extended, supplemented or restated from time to time, the "**IP Security Agreement**").

C. Capitalized terms used herein and not otherwise defined shall have the meanings provided for such terms in the IP Security Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **New Trademarks.** **Exhibit "A"** to the IP Security Agreement is hereby amended to specifically include, without limitation, each of the following:

TRADEMARK	SERIAL NO.	REGISTRATION NO.
Sten-Barr	78-017,599	2,659,396

2. **New Patents.** The Patents (as defined in the IP Security Agreement) shall include, without limitation, each of the following:

PATENT	APPLICATION NO.	PATENT NO.
Therapeutic bed cover and associated materials	10/629,328	6,859,961 B1

Therapeutic bed having raised bolsters	60/399,266	
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3. **Ratification and Confirmation.** As amended hereby, all of the terms and conditions of the IP Security Agreement, all documents in connection therewith and all liens, security interests, rights and remedies granted therein, remain in full force and effect and are hereby ratified, confirmed and continued as security for all obligations of Assignor and Cambridge to Commerce.

4. **Binding Effect.** This Amendment shall be binding upon the successors, assigns and personal representatives of Assignor and shall inure to the benefit of the successors and assigns of Commerce.

5. **Severability.** The provisions of this Amendment are deemed to be severable and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

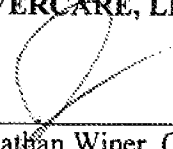
6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles.

7. **Headings.** The headings of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

**RECOVERCARE, LLC**

By:   
Jonathan Winer, CEO

**COMMERCE BANK, N.A.**

By: \_\_\_\_\_  
Walter Unangst, Vice President

**COMMERCE COMMERCIAL LEASING,  
LLC**

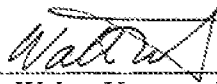
By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

**RECOVERCARE, LLC**

By: \_\_\_\_\_  
Jonathan Winer, CEO

**COMMERCE BANK, N.A.**

By:  \_\_\_\_\_  
Walter Unangst, Vice President

**COMMERCE COMMERCIAL LEASING,  
LLC**

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

**RECOVERCARE, LLC**

By: \_\_\_\_\_  
Jonathan Winer, CEO

**COMMERCE BANK, N.A.**

By: \_\_\_\_\_  
Walter Unangst, Vice President

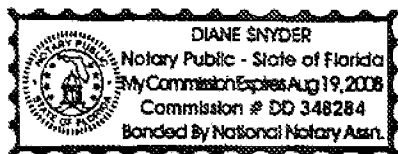
**COMMERCE COMMERCIAL LEASING,  
LLC**

By: Charles Fiumefreddo  
Name/Title: CHARLES M. FIUMEFREDDO  
VICE PRESIDENT

State of Florida  
 COMMONWEALTH OF PENNSYLVANIA :  
 Hillsborough : SS.  
 COUNTY OF PHILADELPHIA :

On this, the 8th day of January, 2007, before me, a Notary Public, personally appeared Jonathan Winer who acknowledged himself to be the CEO of **Recovercare, LLC**, a Pennsylvania limited liability company, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*Diane Snyder*  
 Notary Public  
 My commission expires: August 19 2008

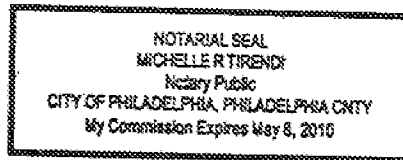


COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF PHILADELPHIA :

On this, the 8<sup>th</sup> day of January, 2007, before me, a Notary Public, personally appeared Walter Unangst who acknowledged himself to be a Vice President of **Commerce Bank, N.A.**, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Bank himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Michelle R. Tirendi  
Notary Public  
My commission expires: May 8, 2010



STATE OF NEW JERSEY  
COUNTY OF CAMDEN

:  
: SS.

On this, the 8<sup>th</sup> day of January, 2007, before me, a Notary Public, personally appeared Charles Fumfatio who acknowledged himself to be a Vice President of **Commerce Commercial Leasing, LLC**, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company on behalf of the himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lorraine Aquitara  
Notary Public  
My commission expires:  
**LORRAINE AQUITARA**  
Notary Public of New Jersey  
My Commission Expires Oct. 3, 2010