

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
NEXTCARE, INC.		10/31/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GMAC COMMERCIAL FINANCE, LLC		
Street Address:	8400 Normandie Lake Blvd,		
Internal Address:	Suite 250		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55437		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3244697	NEXTCARE	
CORRESPONDENCE DATA			
Fax Number:	(213)630-5728		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-891-5011		
Email:	jhawke@buchalter.com		
Correspondent Name:	Jody Hawke		
Address Line 1:	1000 Wilshire Boulevard, Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017-2457		
ATTORNEY DOCKET NUMBER:	R2469-0015		
NAME OF SUBMITTER:	Jody Hawke		
Signature:	/Jody Hawke/		
Date:	11/02/2007		

CH \$40.00 3244697

Total Attachments: 5

source=gmac-nextcare#page1.tif

source=gmac-nextcare#page2.tif

source=gmac-nextcare#page3.tif

source=gmac-nextcare#page4.tif

source=gmac-nextcare#page5.tif

**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**


NEXTCARE, INC., a Delaware corporation, whose address is 2250 N. Thunderbird Circle, Suite 303, Mesa, AZ 85215 (“Debtor”) hereby acknowledges that it has granted to GMAC Commercial Finance LLC, whose address is 8400 Normandale Lake Blvd., Suite 250, Minneapolis, MN, 55437 (the “Secured Party”), a security interest in and to all of the Debtor’s right, title and interest in and to: (a) the trademarks and trademark registrations and applications therefor which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by Debtor (the “Trademarks”), together with the goodwill and assets of the business; (b) the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by Debtor (the “Patents”); and (c) the copyright registrations which are identified on Exhibit C attached hereto and herein incorporated by this reference owned by Debtor (the “Copyrights”), to which such Trademarks, Patents and Copyrights are appurtenant and all actions for infringement concerning the foregoing.

The terms and conditions of the aforementioned security interest are contained in that certain Loan and Security Agreement dated as of October 31, 2007 (the “Agreement”), among the Debtor and Secured Party as security for the Obligations as set forth in the Agreement and other agreements referred to therein. Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Secured Party may have in any other collateral described in the Agreement or otherwise.

[Signature page to follow.]

31st IN WITNESS WHEREOF, the undersigned has duly executed this document as of the day of October, 2007.

NEXTCARE, INC.
a Delaware corporation

By: 
John Shufeldt, MD
Chairman and Chief Executive Officer

S-1

Memorandum of Security Interest in Intellectual Property

TRADEMARK
REEL: 003653 FRAME: 0596

EXHIBIT A
TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
"NEXTCARE"	NextCare, Inc.	Renewed/ Registered	3,244,697	05/22/2007

Exhibit A

BN 1449047v1

TRADEMARK
REEL: 003653 FRAME: 0597

EXHIBIT B
PATENTS

None reported by Borrower.

Exhibit B

BN 1449047v1

TRADEMARK
REEL: 003653 FRAME: 0598

EXHIBIT C
COPYRIGHTS

None reported by Borrower

Exhibit C

BN 1449047v1