

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovative Health Strategies, Inc.		07/06/2007	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Swiss Banking Corporation:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2363409	ADVANCED WARNING AND CONTAINMENT
Registration Number:	2884269	AWAC.MD
Registration Number:	2387125	AWAC
Registration Number:	2387126	FISCAL THERAPY
Registration Number:	3163345	EMERICA
Registration Number:	3165875	EMERICA
Serial Number:	78816980	I HEALTH WELLNESS EDUCATION PROGRAM

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas

CH \$190.00 2363409

Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 998550
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	11/06/2007

Total Attachments: 5
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Trademark Security Agreement

Trademark Security Agreement, dated as of July 6, 2007, by Innovative Health Strategies, Inc. (the "Pledgor") in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of October 5, 2005 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any

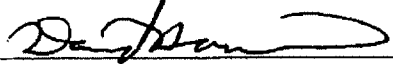
party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

INNOVATIVE HEALTH STRATEGIES, INC.

By: 
Name: David Bassin
Title: Vice President and Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INNOVATIVE HEALTH STRATEGIES, INC.

By: _____
Name: David Bassin
Title: Vice President and Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Mary E. Evans
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

By: Irja R. Otsa
Name: Irja R. Otsa
Title: Associate Director
Banking Products
Services, US

[Signature Page to IHS Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

OWNER	REGISTRATION NUMBER	TRADEMARK
Innovative Health Strategies, Inc.	2,353,409	ADVANCED WARNING AND CONTAINMENT
Innovative Health Strategies, Inc.	2,884,269	AWAC.MD
Innovative Health Strategies, Inc.	2,387,125	AWAC
Innovative Health Strategies, Inc.	2,387,126	FISCAL THERAPY
Innovative Health Strategies, Inc.	3,163,345	EMERICA
Innovative Health Strategies, Inc.	3,165,875	EMERICA
Innovative Health Strategies, Inc.	Application Serial No. 78816980	I HEALTH WELLNESS EDUCATION PROGRAM

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