

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Andrew Rodney Ferlitsch</td> <td>11/14/2007</td> </tr> <tr> <td>Tanna Marie Richardson</td> <td>11/29/2007</td> </tr> </tbody> </table>		Name	Execution Date	Andrew Rodney Ferlitsch	11/14/2007	Tanna Marie Richardson	11/29/2007
Name	Execution Date						
Andrew Rodney Ferlitsch	11/14/2007						
Tanna Marie Richardson	11/29/2007						
RECEIVING PARTY DATA							
Name:	Sharp Laboratories of America, Inc.						
Street Address:	5750 NW Pacific Rim Boulevard						
City:	Camas						
State/Country:	WASHINGTON						
Postal Code:	98607						
PROPERTY NUMBERS Total: 1							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11947593</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11947593		
Property Type	Number						
Application Number:	11947593						
CORRESPONDENCE DATA							
Fax Number:	(801)321-4893						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	801-321-4814						
Email:	astevens@kmclaw.com						
Correspondent Name:	KIRTON & MCCONKIE						
Address Line 1:	1800 EAGLE GATE TOWER / 60 EAST SOUTH TE						
Address Line 2:	P.O. BOX 45120						
Address Line 4:	SALT LAKE CITY, UTAH 84145-0120						
ATTORNEY DOCKET NUMBER:	10237.45						
NAME OF SUBMITTER:	Adam D. Stevens						
Total Attachments: 2 source=SLA_2240_Assignment#page1.tif source=SLA_2240_Assignment#page2.tif							

OP \$40.00 2321888

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made and effective as of November 21, 2007, by **NATIONAL HOME HEALTH CARE CORP.**, a Delaware corporation ("**NHHC**"), **HEALTH ACQUISITION CORP.** d/b/a Allen Health Care Services, a New York corporation ("**Allen**"), **NEW ENGLAND HOME CARE, INC.**, a Connecticut corporation ("**NEHC**"), **CONNECTICUT STAFFING WORKS CORP.**, a Connecticut corporation ("**CSWC**"), **ACCREDITED HEALTH SERVICES, INC.**, a New Jersey corporation ("**Accredited**"), **NATIONAL HMO (N.Y.) Inc.**, a Delaware corporation ("**NHMO**") and **MEDICAL RESOURCES HOME HEALTH CORP.**, a Delaware corporation (together with any successor or permitted assignee, each a "**Grantor**" and collectively, the "**Grantors**") in favor of **GMAC COMMERCIAL FINANCE LLC**, a Delaware limited liability company, as agent for Lenders (as hereinafter defined) (in such capacity, the "**Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among the Grantors Agent and the lenders from time to time party thereto (the "**Lenders**") (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), the Agent and the Lenders have extended and desire to continue to extend credit to the Grantors subject to the terms and conditions set forth therein (the "**Loan**"); and

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Loan Agreement that Grantors shall have executed and delivered this IP Security Agreement to Lender;

NOW, THEREFORE, in consideration of the Agent's and the Lenders' performance under the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the Grantors' prompt and complete payment and performance of all of the Grantors' Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any collateral for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such collateral (the "**IP Collateral**"):

(a) The U.S and foreign copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "**Copyrights**");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "**Trademarks**");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "**Domain Names**");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. **Requested Recordation.** Each Grantor hereby authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent in the IP Collateral.

3. **Power of Attorney.** Each Grantor hereby irrevocably grants to Agent, for the benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's reasonable discretion to take any action and to execute any instrument that Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Agent and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Patents, Copyrights, Trademarks or Domain Names (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) Upon the occurrence and during the continuation of a Event of Default, to execute, file and pursue (in the reasonable discretion of Agent and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to maintain, continue or

otherwise protect Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of Agent in any part of the IP Collateral, including, without limitation, any financing statement, any continuation statement or any amendment thereto, without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent reasonably deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted, or if such a claim has been asserted, such claim has been satisfied or discharged) secured hereby have been indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

4. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted, or if such a claim has been asserted, such claim has been satisfied or discharged) secured hereby and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination or release, Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors such documents as the Grantors may reasonably request and as are provided to Agent to evidence such termination and the release of the security interest granted hereby.

5. Newly Registered Copyrights, Patents and Trademarks. The Grantors hereby agree to pledge under this IP Security Agreement and notify Agent regarding Collateral consisting of newly registered Copyrights, Patents and Trademarks within thirty (30) days after the end of each fiscal quarter of the Grantors.

6. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the benefit of the Lenders, under the Loan Agreement and the Loan Documents. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement and the Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

NATIONAL HOME HEALTH CARE CORP., a Delaware corporation

By: Robert P. Heller
Name: Robert P. Heller
Title: CEO

HEALTH ACQUISITION CORP. D/B/A ALLEN HEALTH CARE SERVICES, a New York corporation

By: Robert P. Heller
Name: Robert P. Heller
Title: CEO

NEW ENGLAND HOME CARE, INC., a Connecticut corporation

By: Robert P. Heller
Name: Robert P. Heller
Title: CEO

CONNECTICUT STAFFING WORKS CORP., a Connecticut corporation

By: Robert P. Heller
Name: Robert P. Heller
Title: CEO

ACCREDITED HEALTH SERVICES, INC., a New Jersey corporation

By: Robert P. Heller
Name: Robert P. Heller
Title: CEO

**MEDICAL RESOURCES HOME HEALTH CORP., a
Delaware corporation**

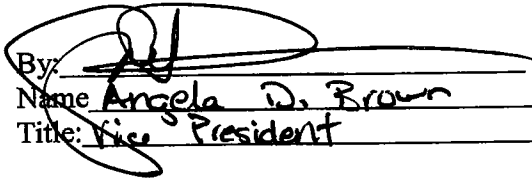
By: Robert P. Heller
Name: Robert P. Heller
Title: CEO

NATIONAL HMO (N.Y.) INC., a Delaware corporation

By: Robert P. Heller
Name: Robert P. Heller
Title: CEO

AGENT:

GMAC COMMERCIAL FINANCE LLC,
a Delaware limited liability company

By: 
Name Angela D. Brown
Title: Vice President

SCHEDULE A
COPYRIGHT COLLATERAL

None.

SCHEDULE B
PATENT COLLATERAL

None.

SCHEDULE C

TRADEMARK COLLATERAL

<i>OWNER</i>	<i>MARK</i>	<i>REG. NO.</i>	<i>REG. DATE</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>
National Home Health Care Corp.	HOME IS WHERE THE CARE IS	2,321,888	February 22, 2000	75-686,304	April 19, 1999

SCHEDULE D

DOMAIN NAMES

<http://www.newenglandhomecare.com>
<http://www.nhlc.net>