

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QuickCare, Inc.		01/07/2008	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	MDI Achieve (Texas), Inc.		
Street Address:	940 W. Port Plaza Drive, Suite 100		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63146		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3130399	QC3NET	
Registration Number:	3122417	OBRA EZ	
Registration Number:	2332427	QC QUICKCARE	
Registration Number:	2332426	QUICKCARE	
CORRESPONDENCE DATA			
Fax Number:	(312)803-2209		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-407-4000		
Email:	aocasio@loeb.com		
Correspondent Name:	Kevin M. Eisenberg - LOEB & LOEB LLP		
Address Line 1:	345 Park Avenue		
Address Line 4:	New York, NEW YORK 10154		
ATTORNEY DOCKET NUMBER:	207838-10001		
NAME OF SUBMITTER:	Kevin M. Eisenberg		

CH \$115.00 3130399

Signature:	/Kevin M. Eisenberg/
Date:	02/13/2008
Total Attachments: 4 source=Assignment-QuickCare to MDI#page1.tif source=Assignment-QuickCare to MDI#page2.tif source=Assignment-QuickCare to MDI#page3.tif source=Assignment-QuickCare to MDI#page4.tif	

ASSIGNMENT OF REGISTERED INTELLECTUAL PROPERTY

WHEREAS, QuickCare, Inc., a Texas corporation, having offices at 3801 Parkwood Boulevard, Frisco, TX 75034, and QuickCare Software Services, LP, a Texas limited partnership, having offices at 3801 Parkwood Boulevard, Frisco, TX 75034 (collectively referred to as the “**Assignor**”), has adopted, used, is using and is the owner of the registered intellectual property set forth on *Schedule A* hereto, now registered in the United States Patent and Trademark Office; and

WHEREAS, MDI Achieve (Texas), Inc., a Delaware corporation (the “**Assignee**”), is desirous of acquiring all right, title and interest in, to and under said registered intellectual property, including all goodwill associated therewith, and Assignor is desirous of selling, assigning, transferring, granting and setting over to the Assignee all rights, title and interest in, to and under said registered intellectual property, including all goodwill associated therewith, that it may have.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to that certain Asset Purchase Agreement, dated as of December 21, 2007, between the parties (the “**Agreement**”), the Assignor hereby assigns, sells, transfers, grants and sets over to Assignee, as of the Closing Date (as such term is defined in the Agreement), all right, title and interest in, to and under said registered intellectual property, together with all goodwill of the business symbolized by said intellectual property and registration thereof, all common law rights thereto and all applications for registration that may be granted, all renewals, extensions, and foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements and to fully and entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have been held by the Assignor had this sale, assignment, transfer, grant and set over not been made, all subject to the terms and conditions of the Agreement (collectively, the “**Assigned Intellectual Property Rights**”).

The Assignor hereby warrants and represents that (i) it has the full power and authority to convey the rights, titles and interests herein sold, assigned, transferred, granted and set over to the Assignee, (ii) it has not executed and will not so execute, any agreement in conflict herewith, and (iii) it will execute any and all other instruments which may be reasonably necessary to perfect and evidence the Assignee’s ownership of said registered intellectual property and the Assigned Intellectual Property Rights herein conveyed, at the Assignee’s expense.

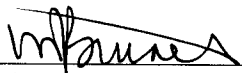
This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Delaware and applicable federal law, without giving effect to the conflict of law principles thereof.

(Signature page follows.)

IN WITNESS WHEREOF, the Assignor has executed this Assignment as an instrument under seal as of the date set forth below.

ACCEPTED AND AGREED:

MDI ACHIEVE (TEXAS), INC.

By: 
Name: Marc P. Brunet
Its: Chief Financial Officer

Dated: January 7, 2008

ASSIGNOR:

QUICKCARE SOFTWARE SERVICES, LP

By: QuickCare Management Services, LLC, its
General Partner

By: _____
Name: Gordon Cameron
Its: Chief Executive Officer

Dated: January 7, 2008

QUICKCARE, INC.

By: _____
Name: Gordon Cameron
Its: Chief Executive Officer

Dated: January 7, 2008

IN WITNESS WHEREOF, the Assignor has executed this Assignment as an instrument under seal as of the date set forth below.

ACCEPTED AND AGREED:

MDI ACHIEVE (TEXAS), INC.

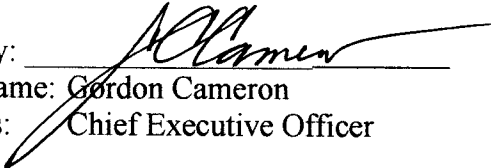
By: _____
Name: Marc P. Brunet
Its: Chief Financial Officer

Dated: January 7, 2008

ASSIGNOR:

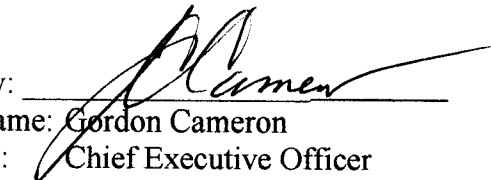
QUICKCARE SOFTWARE SERVICES, LP

By: QuickCare Management Services, LLC, its
General Partner

By: 
Name: Gordon Cameron
Its: Chief Executive Officer

Dated: January 7, 2008

QUICKCARE, INC.

By: 
Name: Gordon Cameron
Its: Chief Executive Officer

Dated: January 7, 2008

Schedule A

Assigned Registered Intellectual Property

List of domain names:

- 1) www.quickcare.com
- 2) www.obra-ez.com
- 3) www.qc3net.com

List of registration and/or application of copyright:

- 1) Quickcare Clinical and Financial Software, Qcare program, computer program, registration number TX-4-961-524

List of registration and/or application of trademarks:

- 1) QC3NET, registration number 3130399
- 2) OBRA EZ, registration number 3122417
- 3) QC QUICKCARE, registration number 2332427
- 4) QUICKCARE, registration number 2332426