

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
Rely Medical Supply, Inc.		04/17/2009	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Gladstone Business Loan, LLC		
Street Address:	1521 Westbranch Rd., Suite 200		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77619903	RELY MEDICAL SUPPLY, INC.	
CORRESPONDENCE DATA			
Fax Number:	(202)842-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202 842 7800		
Email:	mobleysg@cooley.com		
Correspondent Name:	Susan L. Piascik		
Address Line 1:	777 6th St., N.W., Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	300475-180		
NAME OF SUBMITTER:	Susan Mobley		
Signature:	/Susan Mobley/		
Date:	04/20/2009		

CH \$40.00 77619903

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 17, 2009 by and between ACTIVSTYLE, INC., a Minnesota corporation (the "*ActivStyle*"); RELY MEDICAL SUPPLY, INC., a Colorado corporation ("*Rely Medical*") and SENIOR CARE SERVICES, INC. a Colorado corporation ("*Senior Care*," and collectively with ActivStyle and Rely Medical, the "*Sellers*"), and GLADSTONE BUSINESS LOAN, LLC, a Delaware limited liability company (the "*Buyer*").

RECITALS

A. The Buyer has agreed to purchase certain securities (the "*Investment*") from the Sellers pursuant to that certain Securities Purchase Agreement by and between the Buyer and the Sellers dated of even date herewith (as the same may be amended, modified or supplemented from time to time the "*Securities Purchase Agreement*"). Capitalized terms used herein are used as defined in the Securities Purchase Agreement.

B. The Buyer is willing to purchase such securities from the Sellers, but only upon the condition, among others, that the Sellers shall grant to the Buyer security interests in the Sellers' Intellectual Property to secure the Obligations.

C. Pursuant to the terms of the Security Agreement entered into by the Sellers on the date hereof (the "*Security Agreement*"), the Sellers have granted to the Buyer a security interest in all of the Sellers' rights, titles and interests, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including without limitation, the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, the Sellers hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, the Sellers grant and pledge to the Buyer a security interest in all of the Sellers' rights, titles and interests in, to and under its Intellectual Property (including without limitation those registered copyrights, patents and trademarks listed on Exhibits A, B and C attached hereto, but excluding any intent-to-use applications with respect to trademarks), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. With respect to any pending intent-to-use applications, to secure the Obligations, the Sellers hereby grant and pledge to the Buyer a conditional assignment of said applications, such assignments to be contingent upon the Sellers defaulting on the terms of the Securities Purchase Agreement and either (i) the Sellers commencing use of the applied-for mark(s) and filing an Amendment to Allege Use or a Statement of Use in support of any such application, or (ii) the Sellers transferring to the Buyer of that portion of the business to which the respective mark pertains.

The Sellers further grant and pledge to the Buyer a security interest in all of the Sellers' rights, titles and interests in and to its unregistered common law trademarks, and all goodwill associated therewith, and unregistered copyrights.

The security interests are granted in conjunction with the security interests granted to the Buyer under the Security Agreement. The rights and remedies of the Buyer with respect to the security interests granted hereby are in addition to those set forth in the Security Agreement and the other Investment Documents, and those which are now or hereafter available to the Buyer as a matter of law or equity. Each right, power and remedy of the Buyer provided for herein or in the Security Agreement or any of the Investment Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Buyer of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Investment Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Buyer, of any or all other rights, powers or remedies.

The Sellers represent and warrant that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection to which it has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

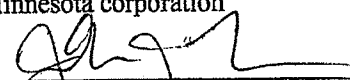
The Sellers hereby acknowledge and agree that the Buyer may, from time to time and without notice to the Sellers, amend Exhibits A, B and C hereto to reflect changes in the Sellers' rights, titles and interests in, to and under any copyrights, patents and trademarks; *provided* that the Sellers acknowledge and agree that the Buyer's failure to so amend such Exhibits shall not limit or impair the Buyer's security interest in any Intellectual Property.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED APRIL 17, 2009 (THE "SUBORDINATION AGREEMENT") AS THE SAME MAY BE AMENDED, MODIFIED OR OTHERWISE SUPPLEMENTED FROM TIME TO TIME, BY AND AMONG ACTIVSTYLE, INC., RELY MEDICAL SUPPLY, INC., AND SENIOR CARE SERVICES, INC., AS SELLER, TRISTATE CAPITAL BANK, AS SENIOR LENDER, AND THE HOLDERS FROM TIME TO TIME OF THE OBLIGATIONS ARISING UNDER THE SUBORDINATED LOAN DOCUMENTS REFERRED TO IN THE SUBORDINATION AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL.

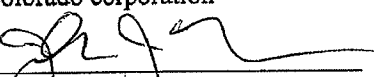
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

SELLERS:

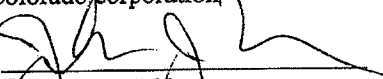
ACTIVSTYLE, INC.,
a Minnesota corporation

By: 
Name: John J. Nestor
Title: Vice President and
Secretary

RELY MEDICAL SUPPLY, INC.,
a Colorado corporation


By: 
Name: John J. Nestor
Title: Vice President and
Secretary

SENIOR CARE SERVICES, INC.,
a Colorado corporation

By: 
Name: John J. Nestor
Title: Vice President and
Secretary

BUYER:

GLADSTONE BUSINESS LOAN, LLC,
a Delaware limited liability company

By: 
Name: John Freal
Title: Managing Director
Address: 1521 Westbranch Road
Suite 200
McLean, VA 22102

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

SELLERS:

ACTIVSTYLE, INC.,
a Minnesota corporation

By: _____
Name: _____
Title: _____

RELY MEDICAL SUPPLY, INC.,
a Colorado corporation

By: _____
Name: _____
Title: _____

SENIOR CARE SERVICES, INC.,
a Colorado corporation

By: _____
Name: _____
Title: _____

BUYER:

GLADSTONE BUSINESS LOAN, LLC,
a Delaware limited liability company

By: *John Freal*
Name: John Freal
Title: Managing Director
Address: 1521 Westbranch Road
Suite 200
McLean, VA 22102

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A
COPYRIGHTS

EXHIBIT B

PATENTS

EXHIBIT C

TRADEMARK APPLICATIONS AND REGISTRATIONS

TRADEMARK/ OWNER	APPLICATION NO./ REGISTRATION NO.	APPLICATION DATE/ REGISTRATION DATE
ACTIVSTYLE (ActivStyle, Inc.)	Registration No. 2,888,734	Registration Date: September 28, 2004
ACTIVSTYLE & Design (ActivStyle, Inc.)	Application No. 77/510,422	Application Date: June 27, 2008
RELY MEDICAL SUPPLY, INC. & Design (Rely Medical Supply, Inc.)	Application No. 77/619,903	Application Date: November 21, 2008
RELY PRODUCTS & Design (SCS, Inc.)	Registration No. 2,440,175	Registration Date: April 3, 2001