

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Modern Healthcare, Inc.		12/12/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of the West		
<b>Street Address:</b>	4400 MacArthur Blvd., Suite 150		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	Banking corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2103771	MODERN HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415 268 6538		
<b>Email:</b>	rlal@mofo.com, mwadsworth@mofo.com, lKurganov@mofo.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor		
<b>Address Line 1:</b>	Morrison & Foerster LLP, 425 Market St.		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2482		
<b>ATTORNEY DOCKET NUMBER:</b>	07427/1011		
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor		
<b>Signature:</b>	/Jennifer Lee Taylor/		
<b>Date:</b>	04/28/2009		

CH \$40.00 2103771

**Total Attachments: 7**

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## SECURITY AGREEMENT (TRADEMARKS)

*mlr* THIS SECURITY AGREEMENT (TRADEMARKS) (the "Security Agreement") is made and dated this 2<sup>nd</sup> day of December, 2008 by and between MODERN HEALTHCARE, INC., a California corporation ("Debtor"), and BANK OF THE WEST, a California banking corporation ("Secured Party").

1. Grant of Security Interest. As collateral security for the Obligations (as defined in that certain Credit Agreement dated as of the date hereof (as amended, modified, supplemented, extended, amended and restated or waived, the "Credit Agreement") among Secured Party, Debtor, BIOFUSION HOLDINGS, INC., a California corporation ("Biofusion"), and CHRONIC CARE, INC., a California corporation (collectively with Biofusion and the Debtor, "Borrowers"), Debtor hereby grants a security interest to Bank in all of Debtor's right, title and interest in the following (the "Collateral"), whether now owned or hereafter acquired: (a) the trademarks described on Schedule 1 to this Security Agreement and all other trademarks; (b) all rights to license and to use the Collateral; (c) all rights (but not the obligation) to register with respect to the Collateral claims under any state, federal or foreign trademark law or regulation; (d) all rights, claims and interests under licensing or other contracts pertaining to the Collateral; (e) all goodwill and general intangibles associated with the Collateral; (f) all rights (but not the obligation) to maintain claims for past, present and future infringements of the Collateral and the right to enforce the same; and (g) all products and proceeds of any of the foregoing.

2. No Present Assignment. Neither this Security Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Collateral. Subject to the rights and security interest of Secured Party, it is the intention of the parties hereto that Debtor continue to own the Collateral.

3. Representations and Warranties. Debtor hereby represents and warrants to Secured Party that Debtor has good and marketable title to the Collateral, and has granted to Secured Party a first priority perfected security interest therein.

4. Covenants. Debtor hereby agrees, at no cost or expense to Secured Party: (a) to do all acts (other than acts which are required to be done by Secured Party) that may be necessary to maintain, preserve and protect the Collateral and the first priority perfected security interest of Secured Party therein; (b) except in the ordinary course of business as presently conducted, not (i) fail to continue to use any of the trademarks in order to maintain all of the trademarks in full force free from any claim of abandonment for non-use, (ii) fail to maintain as in the past the quality of products and services offered under all of the trademarks, (iii) fail to employ all of the trademarks registered with any federal or state or foreign authority with an appropriate notice of such registration, (iv) adopt or use any other trademark which is confusingly similar or a colorable imitation of any of the trademarks, (v) use any of the trademarks registered with any federal or state or foreign authority except for the uses for which registration or application for registration of the trademarks has been made, or (vi) do or permit any act or knowingly omit to do any act whereby any of the trademarks may lapse or become invalid or unenforceable; (c) use and administer the Collateral in accordance with the Credit Agreement and the other documents related thereto (such documents, the "Loan Documents"); and (d) Secured Party may file or record this Security Agreement with the United States Patent and Trademark Office.

5. Remedies. Upon an Event of Default under the Credit Agreement, Secured Party shall have all of the rights and remedies provided for under the Credit Agreement, the Loan Documents, and other applicable law.

6. Miscellaneous.

(a) All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.8 of the Credit Agreement. All

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6. Miscellaneous.

(a) All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.8 of the Credit Agreement. All

communications and notices hereunder to Debtor shall be sent to Debtor at the address for Borrowers indicated in the Credit Agreement.

(b) All rights of Secured Party hereunder, the security interest and all obligations of Debtor hereunder shall, to the extent permitted by law, be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Credit Agreement, any other Loan Document (other than this Security Agreement), any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document (other than this Security Agreement) or any other agreement or instrument, (iii) any exchange, release or non-perfection of any lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (iv) any other circumstance that might otherwise constitute a defense available to, or a discharge of, Debtor in respect of the Obligations or this Security Agreement.

(c) All covenants, agreements, representations and warranties made by Debtor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Security Agreement shall be considered to have been relied upon by Secured Party and shall survive the extending of credit by Secured Party, and the execution and delivery to Secured Party of any notes evidencing such credit, regardless of any investigation made by Secured Party, and shall continue in full force and effect until this Security Agreement shall terminate.

(d) This Security Agreement shall become effective as to Debtor when a counterpart hereof executed on behalf of Debtor shall have been delivered to Secured Party and a counterpart hereof shall have been executed on behalf of Secured Party, and thereafter shall be binding upon Debtor and Secured Party and their respective successors and assigns, and shall inure to the benefit of Debtor, Secured Party and their respective successors and assigns, except that Debtor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Security Agreement or the Credit Agreement.

(e) Debtor agrees to pay upon demand to Secured Party the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which Secured Party may incur in connection with (i) the administration of this Security Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of Secured Party hereunder and (iv) the failure of Debtor to perform or observe any of the provisions hereof.

(f) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by any other security documents. The provisions of this subsection shall remain operative and in full force and effect regardless of the termination of this Security Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of the Term Loan, any Letter of Credit or any Advance, the invalidity or unenforceability of any term or provision of this Security Agreement or any other Loan Document, or any investigation made by or on behalf of Secured Party. All amounts due under this subsection shall be payable on written demand therefor.

(g) THIS SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW RULES.

(h) (i) No failure or delay of Secured Party in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power,

or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Secured Party under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Security Agreement or any other Loan Document or consent to any departure by Debtor therefrom shall in any event be effective unless the same shall be permitted by subsection (ii) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on Debtor in any case shall entitle Debtor to any other or further notice or demand in similar or other circumstances.

(ii) Neither this Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by Secured Party and Debtor.

(i) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SUBSECTION.

(j) In the event any one or more of the provisions contained in this Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


(k) This Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed signature page to this Security Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

(l) Article and Section headings used herein are for the purpose of reference only, are not part of this Security Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Security Agreement.


(m) This Security Agreement shall terminate when all the Obligations (other than wholly contingent indemnification obligations) then due and owing have been paid in full and Secured Party has no further commitment to lend, to issue letters of credit, or to participate in letters of credit, at which time Secured Party shall promptly execute and deliver to Debtor, at Debtor's expense, all Uniform Commercial Code termination statements and similar documents which Debtors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this subsection shall be without recourse to or warranty by Secured Party.

IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.

MODERN HEALTHCARE, INC., as Debtor

By:   
Name: RICHARD I. KATS  
Title: CHIEF EXECUTIVE OFFICER

BANK OF THE WEST, as Secured Party

By:   
Name: BILL NAKAMURA  
Title: AVP

*[Attach Notary Acknowledgement for Each Signature]*

STATE OF CALIFORNIA

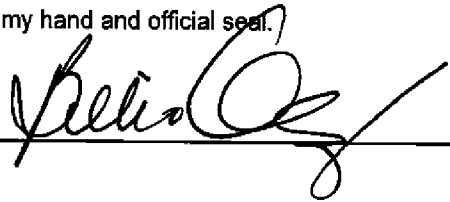
COUNTY OF Los Angeles

On 12/12/08 before me, Richard Katz, personally  
(insert name and title of the officer)  
appeared with proper identification

\_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





**SCHEDULE 1 TO SECURITY AGREEMENT (TRADEMARKS)**

<b>WORD/MARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>
Modern Health	74595868	2103771