

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			
COORDINATED CARE SOLUTIONS, INC.			04/01/2009
		CORPORATION: DELAWARE	
RECEIVING PARTY DATA			
Name:		COMERICA BANK	
Street Address:		39200 W. Six Mile Road	
Internal Address:		M/C 7578	
City:		Livonia	
State/Country:		MICHIGAN	
Postal Code:		48152	
Entity Type:		Banking Association: TEXAS	
PROPERTY NUMBERS Total: 1			
Property Type		Number	Word Mark
Serial Number:		78554771	INCREASING LENGTH OF STAY...AT HOME
CORRESPONDENCE DATA			
Fax Number:		(858)638-5033	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		8586386733	
Email:		karen.johanson@dlapiper.com	
Correspondent Name:		DLA Piper LLP (US)	
Address Line 1:		4365 Executive Dr., Suite 1100	
Address Line 2:		Attn: Karen Johanson	
Address Line 4:		San Diego, CALIFORNIA 92121	
ATTORNEY DOCKET NUMBER:		329034-237	
NAME OF SUBMITTER:		Troy Zander	
Signature:		/Troy Zander/	

CH \$40.00 78554771

Date:

06/15/2009

Total Attachments: 5

source=Coordinated IPSA#page1.tif

source=Coordinated IPSA#page2.tif

source=Coordinated IPSA#page3.tif

source=Coordinated IPSA#page4.tif

source=Coordinated IPSA#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 1, 2009 by and between COMERICA BANK ("Bank") and COORDINATED CARE SOLUTIONS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Borrowers (as defined below), including Grantor, (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor, CCS CONSOLIDATED, INC., CAREGUIDE, INC., HAELAN CORPORATION, CBCA CARE MANAGEMENT, INC., COORDINATED CARE SOLUTIONS IPA, INC. and CAREGUIDE AT HOME, INC. (collectively, "Borrowers") dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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.

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

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

GRANTOR:

Address of Grantor:

4401 NW 124TH ST
CORAL SPRINGS, FL 33065

Attn: Chief Executive Officer

COORDINATED CARE SOLUTIONS, INC.

By: 

Title: _____

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: 

Title: SVP

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
Increasing length of stay...at home	78554771	1/27/2005