

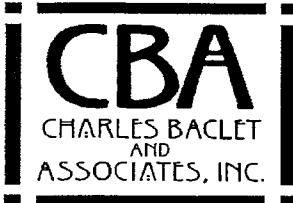
TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Street Mezzanine Partners II, L.P.		07/31/2009	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Recovercare, LLC		
Street Address:	100 Matsonford Rd., Suite 500		
Internal Address:	Five Radnor Corporate Center		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1818236	RECOVERCARE	
Registration Number:	2197320	STIMULUS SYSTEM	
Registration Number:	2990066	STIMULUS PLUS	
Registration Number:	3152472	STIMULUS SYSTEM JR	
CORRESPONDENCE DATA			
Fax Number:	(949)475-4754		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-229-7219		
Email:	pkenny@gibsondunn.com		
Correspondent Name:	Phil Kenny		
Address Line 1:	333 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	98537-00005		

CH \$115.00 1818236

NAME OF SUBMITTER:	Phil Kenny
Signature:	/phil kenny/
Date:	09/10/2009
<p>Total Attachments: 11 source=recovercarefifthmezzanineucc3#page1.tif source=recovercarefifthmezzanineucc3#page2.tif source=recovercarefifthmezzanineucc3#page3.tif source=recovercarefifthmezzanineucc3#page4.tif source=recovercarefifthmezzanineucc3#page5.tif source=recovercarefifthmezzanineucc3#page6.tif source=recovercarefifthmezzanineucc3#page7.tif source=recovercarefifthmezzanineucc3#page8.tif source=recovercarefifthmezzanineucc3#page9.tif source=recovercarefifthmezzanineucc3#page10.tif source=recovercarefifthmezzanineucc3#page11.tif</p>	



CHARLES BACLET
AND
ASSOCIATES, INC.



CBA is an affiliate of National Registered Agents, Inc.

FILING REPORT

REPORT DATE: AUGUST 3, 2009

JOB NUMBER: 84686

CLIENT REF. #: 97527-116

SUBJECT NAME: RECOVERCARE, LLC (INITIAL FILE NUMBER 2006062901591)

JURISDICTION: DEPARTMENT OF STATE, PENNSYLVANIA

FILING INFORMATION

File Date

File Number

Type of Filing:

UCC-3 TERMINATION

7/31/2009

2009080302361

PLEASE SEE ATTACHED ACKNOWLEDGEMENT COPY.

PLEASE NOTE: "CBA" has made every possible effort to acquire accurate information from the records searched. We guarantee the information to be as accurate as **REASONABLE CARE** can make it. Therefore, the ultimate responsibility for the accuracy of maintaining files remains with the State agency from which the information was obtained and we accept **NO LIABILITY** beyond the exercise of **REASONABLE CARE** in obtaining the above information.

TRADEMARK
REEL: 004059 FRAME: 0439



Commonwealth of Pennsylvania
Department of State - Corporation Bureau
Pedro A. Cortés

UNIFORM COMMERCIAL CODE FILING ACKNOWLEDGMENT

08/03/2009

PENNCORP SERVICEGROUP, INC.
PO BOX 1210
Harrisburg, PA 17101

File Number: 2009080302361 Filing Date: 07/31/2009 8:00 AM Filing Type: UCC
Lapse Date: 06/26/2011 Original File Number: 2006062901591
Amendments: Termination Secured Party
Indexed Debtor(s):

Pages: 1

Secured Party(s) / Assignee(s):

Other Information:

Please review the above information that was indexed in our database. We have indexed the above information exactly as it was presented on your enclosed filing. If there is an error please contact our office at the number listed below. If you wish to make a change from your original document an amendment (UCC-3) with the appropriate fee is required.

UCC Filing Fees:

UCC-1 and UCC-3	\$84.00
UCC-11	\$12.00
Copies	\$3.00

Please refer to the Secretary of State's web page at www.dos.state.pa.us/corps for additional filing information.

206 North Office Building
Harrisburg, PA 17120
(717) 787-1057
www.dos.state.pa.us/corps

Folder: T0921547001 Tracking: T0921547032

TRADEMARK
REEL: 004059 FRAME: 0440

File Number: 2009080302361
 Date Filed: 07/31/2009 08:00 AM
 Pedro A. Cortés
 Secretary of the Commonwealth

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] 30001

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

PENNCORP SERVICEGROUP, INC.
 600 NORTH SECOND STREET
 PO BOX 1210
 HARRISBURG, PA 17108-1210

Commonwealth of Pennsylvania
 UCC3 Amendment 1 Page(s)



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 2006062901591 (Filed 6/26/06)

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. **DELETE name:** Give record name to be deleted in item 6a or 6b. **ADD name:** Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
 RecoverCare, LLC

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 Fifth Street Mezzanine Partners II, L.P.

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
 File with PA SOS (97527-116) 40173

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)



July 14, 2009

RecoverCare, LLC
5185 Campus Drive, Suite 300
Plymouth Meeting, Pennsylvania 19422

Aurora Capital Group

Ladies and Gentlemen:

Reference is hereby made to that certain Credit Agreement, dated as of June 30, 2006 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among RECOVERCARE, LLC, a Pennsylvania limited liability company ("RecoverCare"), CAMBRIDGE TECHNOLOGIES, INC., a Maryland corporation ("Cambridge"), and CAMTECH II, LLC, a Pennsylvania limited liability company ("CamTech" and, together with RecoverCare and Cambridge, singly and collectively, and jointly and severally, "Borrower"), and FIFTH STREET MEZZANINE PARTNERS II, L.P., a Delaware limited partnership ("Lender"), pursuant to which the Lender has agreed to extend certain financial accommodations to the Borrower (the "Loan"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the Credit Agreement.

The Borrower has advised the Lender that the Borrower intends to repay the Obligations in full and to terminate the Credit Agreement in connection with a sale of all or substantially all of the assets of the Borrower to Aurora Capital Group ("Aurora"). Accordingly, please be advised that, as of July 14, 2009 (the "Payment Date"), the following amounts are required to be paid to the Lender in order to satisfy the Obligations (the "Payoff Amount"):

Loans

Principal: \$

Interest: \$

Miscellaneous

Legal Fees and Expenses:	\$
Exit Fee:	\$
Total Due:	\$

The Payoff Amount shall be effective only until 4:00 p.m. New York time on the Payment Date. If the Payoff Amount is not received by that time, it will be necessary for you to add additional accrued interest at the rate of \$ _____ per day and to contact the Lender to obtain updated balances of the Obligations to take into account additional legal fees and out of pocket expenses to include in the Payment Amount. In any event, this letter shall terminate automatically if the Payment Amount is not received by 4:00 p.m. New York time on July 31, 2009.

The Borrower agrees to pay to the Lender on demand, and to indemnify the Lender for, any loss incurred by the Lender by reason of any failure of the Lender to collect any item, the amount of which has been credited by the Lender against the Obligations.

In paying the amounts due to the Lender as set forth in this letter, the Borrower acknowledges and agrees that (i) the Lender has no further commitment to make Loans or otherwise extend financial accommodations to the Borrower under the Credit Agreement, (ii) except for (A) the provisions of the Credit Agreement and the other Loan Documents which survive by their terms, and (B) the obligations of the Borrower under this letter, the Credit Agreement and the other Loan Documents have been terminated, and (iii) the Payoff Amount is absolutely due and owing, and the Borrower has no claims, offsets, defenses, or counterclaims against the Lender; to the extent that any such claims, offsets, defenses or counterclaims may exist, the Borrower hereby waives same and releases the Lender therefrom. In addition, the undersigned participants of Lender ("Participants") hereby acknowledge and agree that they have each waived their portion of the exit fee payable by the Borrower under the Loan Documents and, upon the receipt by the Participants of their respective pro rata portions of the Principal and Interest set forth above, each Participant hereby confirms that they have no claims, offsets, defenses or counterclaims against the Lender with respect to the Payoff Amount or any other matter relating to the Loan; to the extent that any such claims, offsets, defenses or counterclaims may exist, the Participants hereby waive same and release Lender therefrom.

The Payoff Amount shall be paid by wire transfer as follows:

Bank Information: Bank of America
206 Main Street
White Plains, NY 10601
(914) 285-7220

1 The total Exit Fee is \$ _____ of which the Lender's portion is \$ _____. The balance is due to participants of Lender, who, upon proper documentation acceptable to Lender in its sole discretion, may waive their right to such portion of the Exit Fee. If such documentation is not received, then the Exit Fee shall be \$ _____

ABA #:
Acct Name: Fifth Street Mezzanine Partners II, L.P.
Acct #:

Upon receipt of the Payoff Amount, as set forth above, (i) except for (A) the provisions of the Credit Agreement and the other Loan Documents which survive by their terms, and (B) the obligations of the Borrower under this letter, all Obligations shall be satisfied in full and the Credit Agreement and the other Loan Documents shall be automatically terminated, (ii) all of the security interests and other liens in favor of the Lender on the assets of the Borrower shall be terminated automatically without any further action, and (iii) the Borrower shall be authorized to file all necessary UCC termination statements and such other instruments and documents as are necessary to terminate and release all of the security interests and liens in favor of the Lender. The Lender further agrees that, at any time and from time to time following its receipt of the Payoff Amount, the Lender will promptly execute and deliver to the Borrower, at the Borrower's expense, such other release documents as may be reasonably requested by the Borrower in order to release all security interests held by the Lender in and to the Borrower's assets.

This letter shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this letter without the prior written consent of the other parties. This letter may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this letter.

If you have any questions regarding the foregoing, please do not hesitate to contact us.

Very truly yours,

FIFTH STREET MEZZANINE PARTNERS II,
L.P., a Delaware limited partnership

By: Fifth Street Mezzanine Partners II GP,
LLC, a Delaware limited liability
company, its general partner

By: _____
Name: _____
Title: _____

RecoverCare, LLC
Aurora Capital Group
July 14, 2009
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the other Loan Documents shall be automatically terminated, (ii) all of the security interests and other liens in favor of the Lender on the assets of the Borrower shall be terminated automatically without any further action, and (iii) the Borrower shall be authorized to file all necessary UCC termination statements and such other instruments and documents as are necessary to terminate and release all of the security interests and liens in favor of the Lender. The Lender further agrees that, at any time and from time to time following its receipt of the Payoff Amount, the Lender will promptly execute and deliver to the Borrower, at the Borrower's expense, such other release documents as may be reasonably requested by the Borrower in order to release all security interests held by the Lender in and to the Borrower's assets.

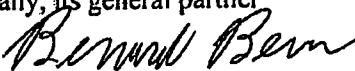
This letter shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this letter without the prior written consent of the other parties. This letter may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this letter.

If you have any questions regarding the foregoing, please do not hesitate to contact us.

Very truly yours,

FIFTH STREET MEZZANINE PARTNERS II,
L.P., a Delaware limited partnership

By: Fifth Street Mezzanine Partners II GP,
LLC, a Delaware limited liability
company, its general partner

By: 
Name: Bernard Belman
Title: Exec. V.P.

RecoverCare, LLC
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Page 4

AGREED:

RECOVERCARE, LLC,
a Pennsylvania limited liability company

By: Thomas Smith
Name: Thomas A. Smith
Title: President

CAMBRIDGE TECHNOLOGIES, INC.,
a Maryland corporation

By: Thomas Smith
Name: Thomas A. Smith
Title: President

CAMTECH II, LLC,
a Pennsylvania limited liability company

By: Thomas Smith
Name: Thomas A. Smith
Title: President

AURORA CAPITAL GROUP

By: _____
Name: _____
Title: _____

CONSENTED AND AGREED BY THE
LOAN PARTICIPANTS:

COMMERCE HEALTH VENTURES, L.P.

By: Commerce Health Capital, L.P.,
its General Partner

By: Commerce Health GP, LLC,
its General Partner

By: _____
Name: _____

RecoverCare, LLC
Aurora Capital Group
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AGREED:

RECOVERCARE, LLC,
a Pennsylvania limited liability company

By: _____
Name: Thomas A. Smith
Title: President

CAMBRIDGE TECHNOLOGIES, INC.,
a Maryland corporation

By: _____
Name: Thomas A. Smith
Title: President

CAMTECH II, LLC,
a Pennsylvania limited liability company

By: _____
Name: Thomas A. Smith
Title: President

AURORA CAPITAL GROUP

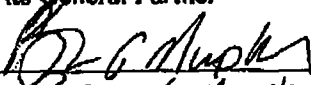
By: _____
Name: _____
Title: _____

**CONSENTED AND AGREED BY THE
LOAN PARTICIPANTS:**

COMMERCE HEALTH VENTURES, L.P.

By: Commerce Health Capital, L.P.,
its General Partner

By: Commerce Health GP, LLC,
its General Partner

By: 
Name: Brian G. Murphy

RecoverCare, LLC
Aurora Capital Group
July 14, 2009
Page 5

Title: Beneen Rodner

NEWSPRING VENTURES, L.P.

By: Progress Capital II, L.P.,
its General Partner

By: Progress Capital II, Inc.,
its General Partner

By: [Signature]
Name: Beneen Rodner
Title: General Partner

TRISUN FINANCIAL GROUP, LLC

By: _____
Name: _____
Title: _____

1155850,9

RecoverCare, LLC
Aurora Capital Group
July 14, 2009
Page 5


NEWSPRING VENTURES, L.P.

By: Progress Capital II, L.P.,
its General Partner

By: Progress Capital II, Inc.,
its General Partner

By: _____
Name: _____
Title: _____

TRISUN FINANCIAL GROUP, LLC

By: 
Name: Robert Dent
Title: President

1155850.7

Fifth Street Management LLC | 446 Hamilton Avenue, Suite 1206 | White Plains, NY 10601 | 914-286-6800 | 914-328-4214 (fax) | www.fifthstreetcap.com

PAGE 01

07/10/2009 18:36 4106531701

RECORDED: 09/10/2009

TRADEMARK
REEL: 004059 FRAME: 0449