

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SENIOR CARE SERVICES, INC.		01/11/2010	CORPORATION: COLORADO
ACTIVSTYLE, INC.		01/11/2010	CORPORATION: MINNESOTA
RELY MEDICAL SUPPLY, INC.		01/11/2010	CORPORATION: COLORADO
ADVOCATE ACQUISITION COMPANY		01/11/2010	CORPORATION: FLORIDA
ST. ANDREW'S ACQUISITION COMPANY		01/11/2010	CORPORATION: FLORIDA
ADVOCATE MEDICAL SERVICES, INC.		01/11/2010	CORPORATION: FLORIDA
ST. ANDREW'S MEDICAL SUPPLY, INC.		01/11/2010	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	RIVERSIDE MICRO-CAP FUND I, L.P.
Street Address:	Rockefeller Center, 630 Fifth Avenue, 24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2888734	ACTIVSTYLE
Registration Number:	2440175	RELY PRODUCTS
Registration Number:	3662721	ACTIVSTYLE
Registration Number:	3643029	RELY MEDICAL SUPPLY, INC.

CORRESPONDENCE DATA

Fax Number: (216)579-0212

900151971

**TRADEMARK
 REEL: 004130 FRAME: 0394**

CH \$115.00 2888734

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 216/586-7505
Email: skoston@jonesday.com
Correspondent Name: David G. Roberts, Esq.
Address Line 1: Jones Day, North Point, 901 Lakeside Ave
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	560255-640005/SKRIVERSIDE
NAME OF SUBMITTER:	David G. Roberts, Esq.
Signature:	/David G. Roberts/
Date:	01/13/2010

Total Attachments: 26

source=DOC005#page1.tif
source=DOC005#page2.tif
source=DOC005#page3.tif
source=DOC005#page4.tif
source=DOC005#page5.tif
source=DOC005#page6.tif
source=DOC005#page7.tif
source=DOC005#page8.tif
source=DOC005#page9.tif
source=DOC005#page10.tif
source=DOC005#page11.tif
source=DOC005#page12.tif
source=DOC005#page13.tif
source=DOC005#page14.tif
source=DOC005#page15.tif
source=DOC005#page16.tif
source=DOC005#page17.tif
source=DOC005#page18.tif
source=DOC005#page19.tif
source=DOC005#page20.tif
source=DOC005#page21.tif
source=DOC005#page22.tif
source=DOC005#page23.tif
source=DOC005#page24.tif
source=DOC005#page25.tif
source=DOC005#page26.tif

This agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement"), dated as of the date hereof, among RIVERSIDE MICRO-CAP FUND I, L.P., SENIOR CARE SERVICES, INC. ("Senior Care"), ACTIVSTYLE, INC. ("ActivStyle"), and RELY MEDICAL SUPPLY, INC. ("Rely"), and together with ActivStyle and Senior Care, collectively, the "Existing Borrowers"), ADVOCATE ACQUISITION COMPANY ("Acquisition Company 1"), and following the Merger (as such term is defined in the Senior Credit Agreement), ADVOCATE MEDICAL SERVICES, INC. ("Advocate"; Acquisition Company 1 until the Merger and Advocate after the Merger, "New Borrower 1"), ST. ANDREW'S ACQUISITION COMPANY ("Acquisition Company 2"), and following the Merger, ST. ANDREW'S MEDICAL SUPPLY, INC. ("Andrew's"; Acquisition Company 2 until the Merger and Andrew's after the Merger, "New Borrower 2", and together with New Borrower 1 and the Existing Borrowers, collectively, "Borrowers"), ACTIVSTYLE HOLDING COMPANY ("Holdings") and TRISTATE CAPITAL BANK ("Senior Lender"), to the indebtedness (including interest) owed by Borrowers pursuant to that certain Credit and Security Agreement, dated as of April 17, 2009, between Borrowers and Senior Lender, and the Guaranty, dated as of April 17, 2009, executed by Holdings in favor of Senior Lender, as each of the same has been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under those agreements as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of the 11th day of January 2010, by SENIOR CARE SERVICES, INC., a Colorado corporation, ACTIVSTYLE, INC., a Minnesota corporation, RELY MEDICAL SUPPLY, INC., a Colorado corporation, ADVOCATE ACQUISITION COMPANY, a Florida corporation (to be merged with and into ADVOCATE MEDICAL SERVICES, INC., a Florida corporation, pursuant to the Advocate Merger), ST. ANDREW'S ACQUISITION COMPANY, a Florida corporation (to be merged with and into ST. ANDREW'S MEDICAL SUPPLY, INC., a Florida corporation, pursuant to the St. Andrew's Merger)) (collectively or individually, as the context may require, "Pledgor"), and delivered to RIVERSIDE MICRO-CAP FUND I, L.P., a Delaware limited partnership ("Lender").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Subordinated Loan and Security Agreement dated as even date herewith by and among Pledgor and Lender (as supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Pledgor has adopted, used and is using (or has filed applications for the registration of) the patents, patent rights and patent applications (collectively, the "Patents"); trademarks (other than intent-to-use trademark applications to the extent that, and solely during the period in which,

CL.I-1766070v4

the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), service marks, trade names, service trademark applications and service trade names (collectively, "Trademarks"); copyrights and copyright applications and licenses (collectively, the "Copyrights"), all as listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks Copyrights, along with associated goodwill relating thereto, hereinafter referred to as the "Assets").

C. Pursuant to this Agreement, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of Pledgor's Obligations under the Loan Documents (as defined below) and desires to have its security interest in such Assets confirmed by a document in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Pledgor's Obligations under the Loan Documents, Pledgor grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, including without limitation, the goodwill of Pledgor associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements and the proceeds thereof, including, without limitation, all royalties, licensing fees and the like along with all proceeds of infringement suits.

2. Pledgor hereby covenants and agrees to maintain the Assets in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full.

3. Pledgor represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Pledgor not to sue third persons, other than the Permitted Liens;

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Pledgor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127, 17 U.S.C. §101, et

seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the Assets, and all applications for any of the foregoing, now owned by Pledgor. If, before all Obligations have been indefeasibly paid and satisfied in full, Pledgor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names or copyrights or licenses or (ii) become entitled to the benefit of any patent or trademark application (other than intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. From time to time upon Lender's reasonable request, Pledgor shall provide an amended Schedule listing Pledgor's Assets in form and substance reasonably satisfactory to Lender.

4. Pledgor further covenants that until all of the Obligations have been indefeasibly paid and satisfied in full, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Pledgor's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default has not occurred under the Loan Agreement, Pledgor shall continue to have the exclusive right to use the Assets, and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Lender.

7. If and while an Event of Default exists under the Loan Agreement, Pledgor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Ohio, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Pledgor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be

irrevocable for the life of this Agreement, the Loan Documents, and until all the Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. Subject to Section 20 below, in the event of an inconsistency between this Agreement and the Loan Documents, the language of the Loan Documents shall control.

10. Upon the full and unconditional satisfaction of all of the Obligations under the Loan Documents, Lender shall execute and deliver to Pledgor all documents reasonably necessary to terminate Lender's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Documents, Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all of the Obligations shall have been indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Assets, and upon request of Lender, Pledgor shall make federal application on registerable but unregistered patents, trademarks, copyrights or licenses belonging to Pledgor. Any expenses incurred in connection with such applications shall be borne by Pledgor. Pledgor shall not abandon any Patent, Trademark or Copyright without the prior written consent of Lender.

13. Pledgor shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. During the existence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Lender's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender in full

for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

15. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising on the part of Lender any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby, by the Loan Documents or by any other future agreements between Pledgor and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of Ohio without regard to its otherwise applicable principles of conflicts of laws.

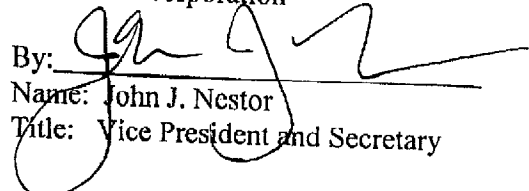
19. **PLEDGOR AND LENDER EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS.**

20. **THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF (THE "SUBORDINATION AGREEMENT"), AS THE SAME MAY BE AMENDED, MODIFIED OR OTHERWISE SUPPLEMENTED FROM TIME TO TIME, BY AND AMONG PLEDGOR, THE OTHER PERSONS PARTY THERETO, LENDER AND TRISTATE CAPITAL BANK. 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.**

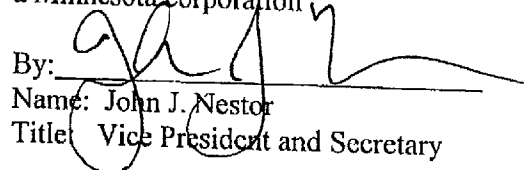
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

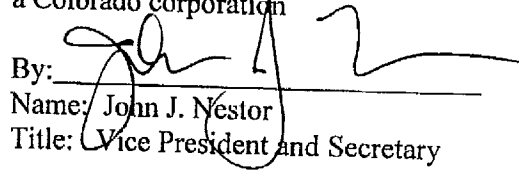
SENIOR CARE SERVICES, INC.,
a Colorado corporation

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

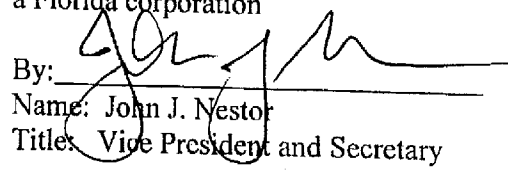
ACTIVSTYLE, INC.,
a Minnesota corporation

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

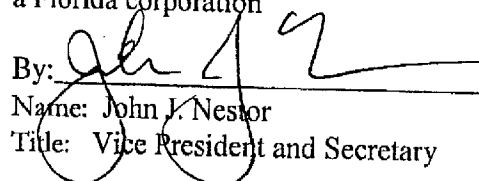
RELY MEDICAL SUPPLY, INC.,
a Colorado corporation

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

**ADVOCATE ACQUISITION
COMPANY,**
a Florida corporation

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

**ST. ANDREW'S ACQUISITION
COMPANY,**
a Florida corporation

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

AFTER THE MERGERS:

**ADVOCATE MEDICAL
SERVICES, INC.,**

a Florida corporation

By: 

Name: John J. Nestor

Title: Vice President and Secretary

**ST. ANDREW'S MEDICAL
SUPPLY, INC.,**

a Florida corporation

By: 

Name: John J. Nestor

Title: Vice President and Secretary

Approved and Accepted:

RIVERSIDE MICRO-CAP FUND I, L.P.

By: RMCF I ASSOCIATES, LLC,
its general partner

By: 

Name: Stewart A. Kohl

Title: Co-Chief Executive Officer

CORPORATE ACKNOWLEDGMENTS

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

On this 11th of January 2010, before me personally appeared John J. Apator to me known and being duly sworn, deposes and says that s/he is the Vice President & Secretary of Senior Care Services, Inc., the Pledgor described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Linda J. Montgomery
Notary Public

My Commission Expires:
LINDA J. MONTGOMERY
NOTARY PUBLIC - STATE OF OHIO
My commission expires Sept. 10, 2011

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

On this 11th of January 2010, before me personally appeared John J. Westor to me known and being duly sworn, deposes and says that s/he is the Vice President & Secretary of ActivStyle, Inc., the Pledgor described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

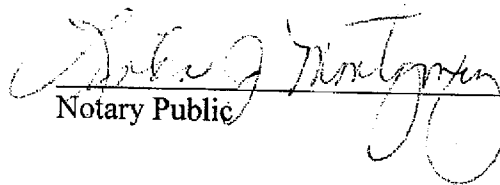
Linda J. Montgomery
Notary Public

My Commission Expires:
LINDA J. MONTGOMERY
NOTARY PUBLIC - STATE OF OHIO
My commission expires Sept. 10, 2011

[ACKNOWLEDGMENT PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

On this 11th of January, 2010, before me personally appeared John J. Nestor to me known and being duly sworn, deposes and says that s/he is the Vice President & Secretary of Rely Medical Supply, Inc., the Pledgor described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

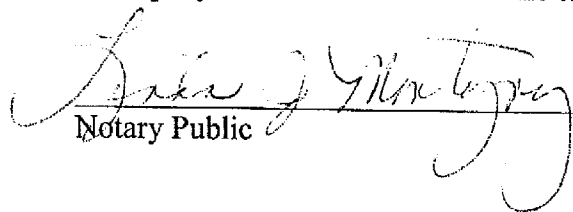


Notary Public

My Commission Expires:
LINDA J. MONTGOMERY
NOTARY PUBLIC • STATE OF OHIO
My commission expires Sept. 10, 2011

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

On this 11th of January, 2010, before me personally appeared John J. Nestor to me known and being duly sworn, deposes and says that s/he is the Vice President & Secretary of Advocate Acquisition Company, the Pledgor described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



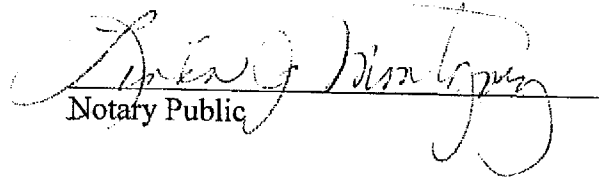
Notary Public

My Commission Expires:
LINDA J. MONTGOMERY
NOTARY PUBLIC • STATE OF OHIO
My commission expires Sept. 10, 2011

[ACKNOWLEDGMENT PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

On this 11th of January 2010, before me personally appeared John J. Mastor to me known and being duly sworn, deposes and says that s/he is the Vice President & Secretary of St. Andrew's Acquisition Company, the Pledgor described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.


Notary Public

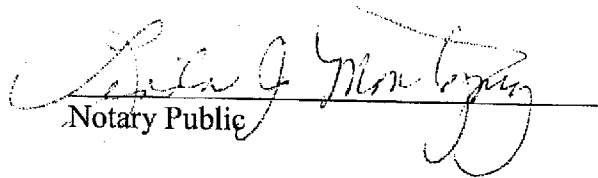
My Commission Expires:

LINDA J. MONTGOMERY
NOTARY PUBLIC - STATE OF OHIO
My commission expires Sept. 10, 2011

[ACKNOWLEDGMENT PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

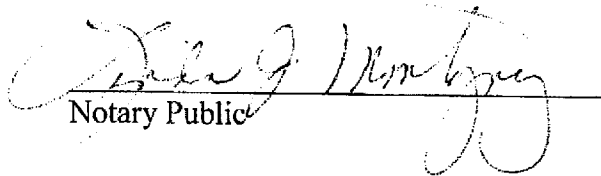
On this 11th of January 2010, before me personally appeared John J. Nestor to me known and being duly sworn, deposes and says that s/he is the Vice President & Secretary of Advocate Medical Services, Inc., the Pledgor described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.


Notary Public

My Commission Expires: ~~XXXXXX~~
NOTARY PUBLIC STATE OF OHIO
My Commission Expires September 15, 2011

UNITED STATES OF AMERICA :
STATE OF OHIO : SS
COUNTY OF Cuyahoga :

On this 11th of January 2010, before me personally appeared John J. Nestor to me known and being duly sworn, deposes and says that s/he is the Vice President & Secretary of St. Andrew's Medical Supply, Inc., the Pledgor described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.


Notary Public

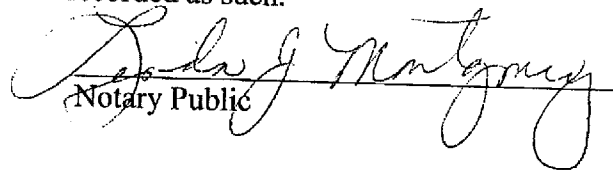
My Commission Expires:

~~XXXXXX~~
NOTARY PUBLIC STATE OF OHIO
My Commission Expires September 15, 2011

[ACKNOWLEDGMENT PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

On this 11th of January 2010, before me personally appeared Stewart A. Kahl to me known and being duly sworn, deposes and says that s/he is the Chief Executive Officer of RMCF I Associates, LLC, the general partner of Riverside Micro-Cap Fund I, L.P., the Lender described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.


Notary Public

My Commission Expires:

LINDA J. MONTGOMERY
NOTARY PUBLIC - STATE OF OHIO
My commission expires Sept. 10, 2011

[ACKNOWLEDGMENT PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

SCHEDULE A1

ACTIVSTYLE

Patents or Patent Rights: None.

Patent Applications: None.

Copyrights: None.

Trade names: ActivStyle

Trademarks: See Attached.

Trademark Applications: See Attached.

License Agreements: See Attached.

RELY MEDICAL

Patents or Patent Rights: None.

Patent Applications: None.

Copyrights: None.

Trade names: Rely.

Trademarks: None.

Trademark Applications: See Attached.

License Agreements: None.

SENIOR CARE

Patent Applications: None.

Copyrights: None.

Trade names: SCS, Inc., SCS

Trademarks: See attached.

1 NTD: Schedule to be confirmed and updated accordingly.

Trademark Applications: None.

License Agreements: None.

ADVOCATE:

Patents or Patent Rights: None.

Patent Applications: None.

Copyrights: None.

Trade names: None.

Trademarks: None.

Trademark Applications: None.

License Agreements: None.

ANDREW'S:

Patents or Patent Rights: None.

Patent Applications: None.

Copyrights: None.

Trade names: None.

Trademarks: None.

Trademark Applications: None.

License Agreements: None.

**ACTIVSTYLE
TRADEMARKS**

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner	Notes
1.	ACTIVSTYLE	7652863	10/20/03	2888734	09/28/04	Registered	ActivStyle, Inc.	Security interest recorded 09/13/06 in favor of Gladstone Capital Corporation

**ACTIVSTYLE
TRADEMARKS APPLICATIONS**

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
2.	ACTIVSTYLE	422 77510	06/27/08	---	---	Pending	ActivStyle, Inc.

**RELY MEDICAL
U.S. TRADEMARKS APPLICATIONS**

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
1.	RELY MEDICAL SUPPLY, INC.	77619903	11/21/08	---	---	Pending	Rely Medical Supply, Inc.

SENIOR CARE

CLL-1766070v4

TRADEMARK

REEL: 004130 FRAME: 0411

U.S. TRADEMARKS

No	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
1.	RELY PRODUCTS	75773987	08/12/99	2440175	04/03/01	Registered	SCS, INC.

EXHIBIT 1

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES ASSIGNMENT

WHEREAS, _____ (“Grantor”) is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, trade names, service trademark applications and service trade names, copyrights and copyright applications and licenses listed on **Schedule A** attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be executed as of the ___ day of _____.

By: _____
Attorney-in-fact

Witness:

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ____ day of _____ 20__, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____ and s/he acknowledged to me that s/he executed the foregoing Intellectual Property Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

SENIOR CARE SERVICES, INC., a Colorado corporation, **ACTIVSTYLE, INC.**, a Minnesota corporation, **RELY MEDICAL SUPPLY, INC.**, a Colorado corporation, **ADVOCATE ACQUISITION COMPANY**, a Florida corporation (to be merged with and into **ADVOCATE MEDICAL SERVICES, INC.**, a Florida corporation, pursuant to the Advocate Merger), **ST. ANDREW'S ACQUISITION COMPANY**, a Florida corporation (to be merged with and into **ST. ANDREW'S MEDICAL SUPPLY, INC.**, a Florida corporation, pursuant to the St. Andrew's Merger) (collectively, "Grantor"), hereby authorizes **RIVERSIDE MICRO-CAP FUND I, L.P.**, a Delaware limited partnership ("Grantee"), as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Intellectual Property Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Patent Agreement"), including, without limitation, the power to use the Assets (as defined in the Patent Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Patent Agreement.

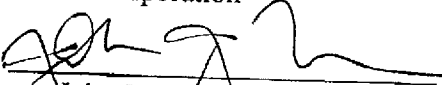
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Subordinated Loan and Security Agreement dated January 11, 2010 among Grantor and Grantee, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Patent Agreement.

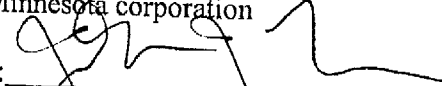
This Power of Attorney shall be irrevocable for the life of the Patent Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal,
this 11th day of January 2010.

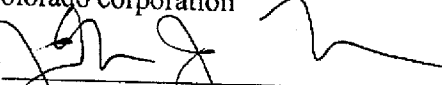
SENIOR CARE SERVICES, INC.,
a Colorado corporation

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

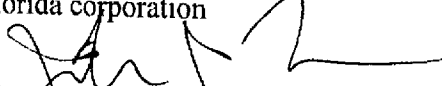
ACTIVSTYLE, INC.,
a Minnesota corporation

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

RELY MEDICAL SUPPLY, INC.,
a Colorado corporation

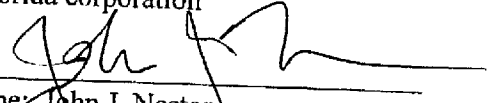
By: 
Name: John J. Nestor
Title: Vice President and Secretary

**ADVOCATE ACQUISITION
COMPANY,**
a Florida corporation

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


[SIGNATURE PAGE TO POWER OF ATTORNEY - IP SECURITY AGREEMENT]

**ST. ANDREW'S ACQUISITION
COMPANY,**
a Florida corporation

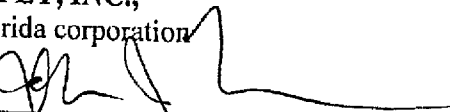
By: 
Name: John J. Nestor
Title: Vice President and Secretary

AFTER THE MERGERS:

**ADVOCATE MEDICAL
SERVICES, INC.,**
a Florida corporation

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

**ST. ANDREW'S MEDICAL
SUPPLY, INC.,**
a Florida corporation

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

[SIGNATURE PAGE TO POWER OF ATTORNEY - IP SECURITY AGREEMENT]

CLI- 1766070

**TRADEMARK
REEL: 004130 FRAME: 0417**

CORPORATE ACKNOWLEDGMENTS

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

On this 11th of January 2010, before me personally appeared John J. Mastor to me known and being duly sworn, deposes and says that s/he is the Vice President General of Senior Care Services, Inc., the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.

Trisha G. Montgomery
Notary Public

My Commission Expires: SEP 15 2011
NOTARY PUBLIC - STATE OF OHIO
My Commission Expires September 15, 2011

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

On this 11th of January 2010, before me personally appeared John J. Mastor to me known and being duly sworn, deposes and says that s/he is the Vice President & Secretary of ActivStyle, Inc., the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.

Trisha G. Montgomery
Notary Public

My Commission Expires: SEP 15 2011
NOTARY PUBLIC - STATE OF OHIO
My Commission Expires September 15, 2011

[ACKNOWLEDGMENT PAGE TO POWER OF ATTORNEY - 1]

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

On this 11th of January, 2010, before me personally appeared John J. Pastor to me known and being duly sworn, deposes and says that s/he is the Vice President of Rely Medical Supply, Inc., the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.

My Commission Expires: 03/01/2011
Notary Public

John J. Pastor
Notary Public

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

On this 11th of January, 2010, before me personally appeared John J. Pastor to me known and being duly sworn, deposes and says that s/he is the Vice President of Advocate Acquisition Company, the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.

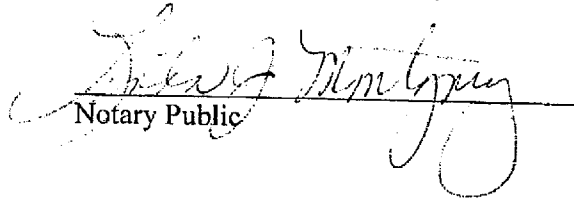
My Commission Expires: 03/01/2011
Notary Public

John J. Pastor
Notary Public

[ACKNOWLEDGMENT PAGE TO POWER OF ATTORNEY - 2]

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

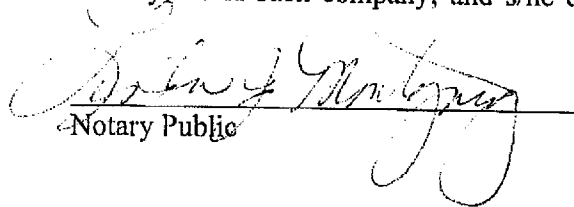
On this 11th of January, 2010, before me personally appeared John J. Nestor to me known and being duly sworn, deposes and says that s/he is the Vice President & Secretary of St. Andrew's Acquisition Company, the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.


Notary Public

My Commission Expires: Sept. 16, 2011

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

On this 11th of January, 2010, before me personally appeared John V. Nestor to me known and being duly sworn, deposes and says that s/he is the Vice President & Secretary Advocate Medical Services, Inc., the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.


Notary Public

My Commission Expires

NOTARY PUBLIC - STATE OF OHIO
My Commission Expires Sept. 16, 2011

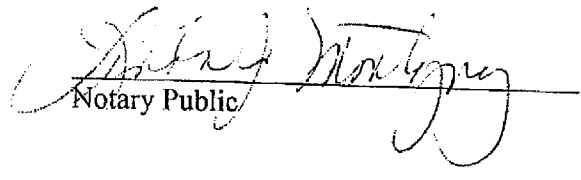
[ACKNOWLEDGMENT PAGE TO POWER OF ATTORNEY - 3]

CLI- 1766070

TRADEMARK
REEL: 004130 FRAME: 0420

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

On this 11th of January, 2010, before me personally appeared John T. West, to me known and being duly sworn, deposes and says that s/he is the Vice President + Secretary of St. Andrew's Medical Supply, Inc., the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.


Notary Public

My Commission Expires:

[Faint, illegible text]

[ACKNOWLEDGMENT PAGE TO POWER OF ATTORNEY - 4]

CJ1- 1766070