

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Advanced ICU Care, Inc. | | 03/31/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank | | |
| Street Address: | 39200 Six Mile Road | | |
| Internal Address: | M/C 7578 | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | a Texas banking association: TEXAS | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3260239 | ADVANCED ICU CARE | |
| Registration Number: | 3226139 | ADVANCED ICU CARE | |
| Registration Number: | 3165172 | CONNECTING INTENSIVISTS TO PATIENTS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (734)930-2494 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 734-761-3780 | | |
| Email: | asujek@bodmanllp.com | | |
| Correspondent Name: | Angela Alvarez Sujek - Bodman LLP | | |
| Address Line 1: | 201 South Division, Ste 400 | | |
| Address Line 4: | Ann Arbor, MICHIGAN 48104 | | |
| NAME OF SUBMITTER: | Angela Alvarez Sujek | | |
| Signature: | /Angela Alvarez Sujek/ | | |

OP \$90.00 3260239

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Date:

04/14/2010

Total Attachments: 5

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Advanced ICU)**

This Intellectual Property Security Agreement is entered into as of March 31, 2010 by and between COMERICA BANK ("Bank") and ADVANCED ICU CARE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor and Critical Care (defined below) (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and Critical Care Services, P.C. ("Critical Care" and collectively with Grantor, "Borrowers" and each a "Borrower") 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.

B. 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 Borrowers under the Loan Agreement.

C. 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 Borrowers' obligations under the Loan Agreement and all other agreements now existing or hereafter arising between either Borrower and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Borrowers' obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and either Borrower, 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.

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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.

Address of Grantor:

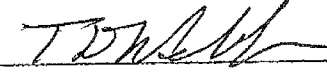
999 Executive Parkway, Suite 320
St. Louis, MO 63141

Address of Bank:

Comerica Bank
Mail Code 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: National Documentation Services

GRANTOR:


ADVANCED ICU CARE, INC.

By: 

Title: CFO

BANK:

COMERICA BANK

By: 

Title: SVP

[Signature Page to IPSA -- Advanced ICU]

EXHIBIT A

Copyrights

None

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TRADEMARK
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EXHIBIT B

Patents

None

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EXHIBIT C

Trademarks

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date |
|---|-----------|-------------|-----------|-----------|
| ADVANCED ICU CARE (and Design) | 78/765380 | 12/2/05 | 3,260,239 | 7/10/07 |
| ADVANCED ICU CARE | 78/765389 | 12/2/05 | 3,226,139 | 4/3/07 |
| CONNECTING INTENSIVISTS TO PATIENTS | 78/765391 | 12/2/05 | 3,165,172 | 10/31/06 |

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