

): JAMIE NAFZIGER COMPANY: DORSEY & WHITNEY LLP



07-01-2010



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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Senior Care Services, Inc.		04/30/2010	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2440175	RELY PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(612) 343-7922		
Email:	Nafziger.Jamie@dorsey.com		
Correspondent Name:	Jamie Nafziger		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	M216211		
NAME OF SUBMITTER:	Jamie Nafziger		
Signature:	/Jamie Nafziger/		
Date:	05/25/2010		

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TRADEMARK

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): JAMIE NAFZIGER COMPANY: DORSEY & WHITNEY LLP

Total Attachments: 10

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TRADEMARK

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COLLATERAL ASSIGNMENT (TRADEMARKS)

This COLLATERAL ASSIGNMENT (TRADEMARKS) (the "Assignment"), dated as of April 30, 2010, made and given by SENIOR CARE SERVICES, INC., a corporation organized under the laws of the State of Colorado (the "Assignor"), to U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the lenders (the "Lenders") from time to time party to the Credit Agreement defined below (in such capacity, the "Agent," and the Agent together with its successors and assigns, the "Assignee").

RECITALS

A. ActivStyle, Inc., a corporation organized under the laws of the State of Minnesota ("ASI"), Senior Care Services, Inc., a corporation organized under the laws of the State of Colorado ("SCSI"), Rely Medical Supply, Inc., a corporation organized under the laws of the State of Colorado ("RMSI"), Advocate Medical Services, Inc., a corporation organized under the laws of the State of Florida ("AMSI"), St. Andrew's Medical Supply, Inc., a corporation organized under the laws of the State of Florida ("SMSI" and together with ASI, SCSI, RMSI and AMSI, each a "Borrower" and collectively, the "Borrowers"), the Lenders and the Agent have entered into a Credit Agreement dated concurrently herewith (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Assignee and the Lenders have agreed, among other things, to extend certain credit accommodations to the Assignor under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement).

B. To secure all the liabilities and obligations of the Borrowers to the Assignee and the Lenders arising under the Credit Agreement, whether now existing or hereafter arising (the "Liabilities"), the Assignor has pledged and granted to the Assignee a security interest in the property described in a Pledge and Security Agreement of even date herewith (the "Security Agreement") by and among Assignor, the other grantors party thereto, and Assignee, which property includes general intangibles including, without limitation, patents, inventions, trademarks, trade names, copyrights, and trade secrets.

C. The Assignor owns the trademarks and trade names set forth in Exhibit A attached hereto, and the trademarks and trade names so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office (except for intent-to-use applications).

D. It is a condition to the obligation of the Assignee and the Lenders to extend credit accommodations pursuant to the terms of the Credit Agreement that this Assignment be executed and delivered by the Assignor.

E. The Assignor finds it advantageous, desirable, and in its best interests to comply with the requirement that it execute and deliver this Assignment to the Assignee.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee and the Lenders to extend credit accommodations under the Credit Agreement, the parties hereto agree as follows:

1. The Assignor does hereby assign all of its right, title, and interest in and to all of the present United States trademarks and trade names, and the registrations and applications (except for intent-to-use trademark applications) therefor owned by the Assignor (the "Trademarks"), including but not limited to those federally registered trademarks and trade names set forth on Exhibit A hereto, and including, without limitation, any and all common law rights in the Trademarks owned by the Assignor, all proceeds thereof together with the right to recover for past, present, and future infringements, all rights corresponding thereto throughout the world, and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for its own use and behalf, and for its legal representatives, successors, and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence and during the continuance of an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until the occurrence and during the continuance of such an Event of Default, such assignment shall have no effect. After the occurrence and during the continuance of an Event of Default under the Credit Agreement, the Assignee shall be entitled to transfer the Trademarks pursuant to an Assignment of Trademarks attached hereto as Exhibit B. Assignor hereby irrevocably authorizes the Assignee to complete the undated Assignments of Trademarks at the time of transfer.

2. The Assignor hereby covenants and warrants that:

(a) except for applications pending (and intent-to-use applications), the Trademarks listed on Exhibit A has been duly issued and is registered and subsisting and, as of the date hereof, has not been adjudged invalid or unenforceable in whole or in part;

(b) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof, the Trademarks listed on Exhibit A is valid and enforceable;

(c) as of the date hereof, no written claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(e) the Assignor will be, until the Liabilities shall have been satisfied in full (other than contingent indemnification obligations) and the Loan Documents shall have

been terminated, in material compliance with statutory notice requirements relating to its use of the Trademarks;

(f) except for Permitted Liens, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Trademarks listed on Exhibit A, free and clear of any liens, charges, and encumbrances, including without limitation licenses and covenants by the Assignor not to sue third persons;

(g) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof, the Trademarks listed on Exhibit A is all of the federally registered Trademarks and applications therefor now owned by the Assignor; and

(h) the Assignor will, at any time upon the Assignee's reasonable request, communicate to the Assignee and its successors and assigns any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees, and agents, and cause such officers, employees, and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is in conflict with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full (other than contingent indemnification obligations), the Assignor shall obtain rights to any new Trademarks, or become entitled to the benefit of any Trademarks application (except for intent-to-use trademark applications), registration, trademark, trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment, Section 1 hereof shall automatically apply thereto, and the Assignor shall give to the Assignee prompt notice thereof in writing following a request from the Assignee and in any event within 30 days thereafter. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A hereto to include any future trademarks or trade names.

5. The Assignor agrees not to sell, assign, or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit C attached hereto and except as permitted by the Credit Agreement.

6. The Assignor agrees that it will authorize, execute, and deliver to Assignee all documents reasonably requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Credit Agreement and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Credit Agreement or any Loan Documents, as defined therein.

7. The Assignor shall (a) prosecute diligently any pending Trademarks application as of the date of this Assignment or thereafter until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms, (b) file applications for the Trademarks that is unregistered but capable of being federally registered and that a prudent person would reasonably cause to be registered, and (c) preserve and maintain all rights in all Trademarks that a prudent person would reasonably preserve and maintain, provided that Assignor shall not be obligated to perform any of clauses (a), (b), or (c) above in the event that Assignor determines, in the reasonable business judgment of Assignor, that the same is not material to the business of Assignor. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any material application presently pending that constitutes Trademarks without the written consent of the Assignee.

8. Upon the occurrence and during the continuance of an Event of Default, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks or any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the reasonable request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding), and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

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

14. Upon payment in full of all Liabilities (other than Assignor's unmatured indemnity obligations under any Loan Document) and the expiration of any obligation of the

Assignee and the Lenders to extend credit accommodations to the Assignor, this Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.

15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (I) ANY STATE AS TO RIGHTS AND INTERESTS HEREUNDER WHICH ARISE UNDER THE LAWS OF SUCH STATE, (II) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, (III) THE STATE OF NEW YORK IN ALL OTHER RESPECTS. Whenever possible, each provision of this Assignment and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto. In the event of any conflict within, between or among the provisions of this Assignment, any other Loan Document or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto, those provisions giving the Assignee the greater right shall govern.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Assignor has executed this instrument as of the date first
above written.

ASSIGNOR:

SENIOR CARE SERVICES, INC.

By: 

Name: John J. Nestor

Title: Vice President and Secretary

[Signature Page to Collateral Assignment (Trademarks)]

EXHIBIT A
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

SENIOR CARE SERVICES, INC.

TRADEMARK SCHEDULE

U.S. Applications and Registrations


Registration/Serial No.	Issue Date	Trademark
2,440,175	4/3/2001	 Rely Products

EXHIBIT B
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

ASSIGNMENT OF TRADEMARKS

(Registered Trademarks)

This Assignment having an effective date of _____, _____ is made by and between SENIOR CARE SERVICES, INC., a corporation organized under the laws of the State of Colorado ("Assignor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Assignee").

WHEREAS, Assignor has adopted and owns certain trademarks which are registered in the U.S. Patent and Trademark Office or which are the subject of pending use-based applications in the U.S. Patent and Trademark Office (hereinafter the "Marks") and,

WHEREAS, Assignee is desirous of acquiring the Marks and registration therefor.

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Marks, and the registrations and applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Marks, and including Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. Assignor hereby irrevocably authorizes Assignee to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

SENIOR CARE SERVICES, INC.
(Assignor)

Date: _____

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

U.S. BANK NATIONAL ASSOCIATION
(Assignee)

Date: _____

By: _____
Name: _____
Title: _____

[Signature Page to Assignment of Trademarks – Registered Trademarks (SCSI)]

EXHIBIT C
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

EXISTING LICENSES

None.