

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Termination of Security Interest in Trademarks	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Collateral Agent and as Administrative Agent		06/01/2011	national banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Vitalcare, LLC, f/k/a America Vitalcare, Inc.		
<b>Street Address:</b>	681 South Parker		
<b>City:</b>	Orange		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92868		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1952150	THE ACUTE CARE ALTERNATIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)416-8328		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9192868041		
<b>Email:</b>	pto_tmconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	017625-4542		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter		
<b>Signature:</b>	/John E. Slaughter/		

OP \$40.00 1952150

900193323

**TRADEMARK**  
**REEL: 004552 FRAME: 0401**

Date:

06/01/2011

**Total Attachments: 6**

source=Term to American Vitalcare#page1.tif

source=Term to American Vitalcare#page2.tif

source=Term to American Vitalcare#page3.tif

source=Term to American Vitalcare#page4.tif

source=Term to American Vitalcare#page5.tif

source=Term to American Vitalcare#page6.tif

## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 1, 2011, is made by Bank of America, N.A., as Collateral Agent and as Administrative Agent (the "Secured Party").

**WHEREAS**, American Vitalcare, LLC, f/k/a American Vitalcare, Inc. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in trademarks, trademark applications, and/or trademark licenses ("Trademarks");

**WHEREAS**, the security interests granted to the Secured Party were recorded at the United States Patent and Trademark Office on July 17, 2006 at Reel 3349 and Frame 0621 and on December 2, 2004 at Reel 2983 and Frame 0940; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interests in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

**NOW, THEREFORE**, for valuable consideration, the Secured Party hereby absolutely, unconditionally and irrevocably terminates, cancels, re-pledges, reassigns and releases, **WITHOUT REPRESENTATION, WARRANTY, OR RECOURSE**, all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantor's Trademarks including, without limitation, those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

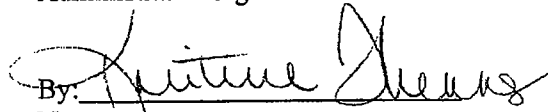
The Secured Party hereby represents and warrants that it has full authority to execute and deliver this release. This release shall be binding upon the Secured Party's representatives, successors, assigns and transferees. At Grantor's expense, the Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the security interests contemplated hereby. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademarks, the Secured Party will execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein. This release shall be construed in accordance with and governed by the law of the State of New York.

[signature page follows]

**IN WITNESS WHEREOF**, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Bank of America, N.A., as Collateral Agent and as Administrative Agent

By: 

Name: KRISTINE THENNES

Title: Vice President

TERMINATION OF SECURITY INTEREST IN TRADEMARKS  
AMERICAN VITALCARE, LLC

**TRADEMARK**  
**REEL: 004552 FRAME: 0404**

**Schedule A**

**American Vitalcare, LLC  
(California LLC)**

**U.S. Trademark**

**Registered Mark**

Mark	Registration No.	Registration Date
THE ACUTE CARE ALTERNATIVE	1952150	01/30/96

## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 1, 2011, is made by Bank of America, N.A., as Collateral Agent (the "Secured Party").

**WHEREAS**, Cannon & Associates, LLC (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in trademarks, trademark applications, and/or trademark licenses ("Trademarks");

**WHEREAS**, the security interests granted to the Secured Party were recorded at the United States Patent and Trademark Office on December 11, 2009 at Reel 4113 and Frame 0101

and on on May 21, 2007 at Reel 3545 and Frame 0763; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interests in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

**NOW, THEREFORE**, for valuable consideration, the Secured Party hereby absolutely, unconditionally and irrevocably terminates, cancels, re-pledges, reassigns and releases, WITHOUT REPRESENTATION, WARRANTY, OR RECOURSE, all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantor's Trademarks including, without limitation, those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

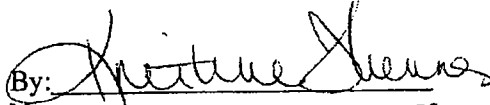
The Secured Party hereby represents and warrants that it has full authority to execute and deliver this release. This release shall be binding upon the Secured Party's representatives, successors, assigns and transferees. At Grantor's expense, the Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the security interests contemplated hereby. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademarks, the Secured Party will execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein. This release shall be construed in accordance with and governed by the law of the State of New York.

[signature page follows]

**IN WITNESS WHEREOF**, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Bank of America, N.A., as Collateral Agent

By: 

Name: KRISTINE THENNES

Title: Vice President

TERMINATION OF SECURITY INTEREST IN TRADEMARKS  
CANNON & ASSOCIATES, LLC

**TRADEMARK**  
**REEL: 004552 FRAME: 0407**

**Schedule A**

**Cannon & Associates, LLC  
(Delaware LLC)**

**U.S. Trademarks**

**Registered Marks**

Mark	Registration No.	Registration Date
POLARIS GROUP	3046200	01/17/06
STRATEGIC SOLUTIONS FOR HEALTH CARE	3095190	05/23/06
WE TURN PROBLEMS INTO LONG TERM SOLUTIONS	3089661	05/09/06
POLARIS PULSE	3028734	12/13/05
APOLLO RM	3704465	11/03/09

TR11:766461v2