

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Akeso Care Management, Inc.		08/30/2012	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
Name:	Regions Bank		
Street Address:	315 Deaderick Street		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37238		
Entity Type:	CORPORATION: ALABAMA		
<b>PROPERTY NUMBERS Total: 5</b>			
Property Type	Number	Word Mark	
Serial Number:	78244816	ACM	
Serial Number:	78244811	AKESO	
Serial Number:	78244805	AKESO CARE MANAGEMENT	
Serial Number:	76581609	FAMILY MATTERS	
Serial Number:	78244822	A C M	
<b>CORRESPONDENCE DATA</b>			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-881-7000		
Email:	laura.kees@alston.com,angie.wicker@alston.com		
Correspondent Name:	Laura Kees, Esq.		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	112180/419308		

NAME OF SUBMITTER:	Laura Kees
Signature:	/Laura Kees/
Date:	10/03/2012
<b>Total Attachments: 5</b> source=Security Interest-Akeso Care Management#page1.tif source=Security Interest-Akeso Care Management#page2.tif source=Security Interest-Akeso Care Management#page3.tif source=Security Interest-Akeso Care Management#page4.tif source=Security Interest-Akeso Care Management#page5.tif	

GRANT OF SECURITY INTEREST  
TRADEMARKS

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FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AKESO CARE MANAGEMENT, INC., an Indiana corporation (the "Grantor"), with principal offices at 2960 North Meridian Street, Indianapolis, Indiana 46208-4715, on this 30<sup>th</sup> day of August, 2012, hereby grants to REGIONS BANK, as Administrative Agent (the "Grantee") with principal offices at 315 Deaderick Street, Nashville, Tennessee, 37238, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications, trademark licenses and all renewals of any of the foregoing (individually and/or collectively, the "Marks"), including, but not limited to, those Marks set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of August 30, 2012 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Grant may be executed in counterparts.

Upon the payment in full in cash of the Secured Obligations (other than contingent indemnity obligations with respect to then unasserted claims), the Administrative Agent shall, at the Grantor's sole expense, execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form reasonably satisfactory to the Grantor releasing the Administrative Agent's security interest in the Marks.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

AKESO CARE MANAGEMENT, INC. as  
Grantor

By: R. Brian Barwick  
Name: R. Brian Barwick  
Title: President

REGIONS BANK, as Administrative Agent, as  
Grantee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**REGIONS BANK**

By: Helen C. Hartz  
Name: Helen C. Hartz  
Title: Vice President

Schedule A

TRADEMARKS

[See Attached]

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

<b>WORD MARK</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
ACM	78244.816	2973269	7/19/2005
AKESO	78244811	3165885	10/31/2006
AKESO CARE MANAGEMENT	78244805	2983906	8/9/2005
FAMILY MATTERS	76581609	3022508	12/06/2005
A C M	78244822	29787.69	7/26/2005