

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NextCare, Inc.		10/10/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2164678	NEXTCARE	
Registration Number:	3402987	NEXTXPRESS	
Registration Number:	3392840	NEXTXPRESS	
Registration Number:	3785732	WAHOO	
Registration Number:	4121333	WHEN FEELING GREAT CAN'T WAIT!	
Serial Number:	85385226	FULL CIRCLE CARE	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		

CH \$165.00 2164678

TRADEMARK

ATTORNEY DOCKET NUMBER:	1996909
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	10/10/2012
Total Attachments: 5 source=3273717#page1.tif source=3273717#page2.tif source=3273717#page3.tif source=3273717#page4.tif source=3273717#page5.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 10th day of October, 2012, NextCare, Inc., a Delaware corporation (“*Debtor*”), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to Bank of Montreal (“*BMO*”), with its mailing address at 115 South LaSalle Street, Chicago, Illinois, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement dated as of October 10, 2012 among Debtor, NextCare Holdings, Inc., a Delaware corporation, the other parties thereto as debtors, and such other parties who execute and deliver to the Agent an Assumption and Supplemental Security Agreement, and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Page to Follow]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NEXTCARE, INC.

By   
Name: John Julian  
Title: President and Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

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

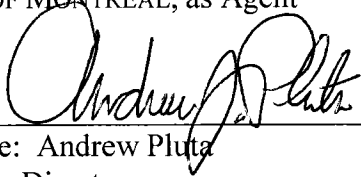
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NEXTCARE, INC.

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

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By  \_\_\_\_\_  
Name: Andrew Pluta  
Title: Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

TRADEMARK	REGISTRATION NUMBER	DATE OF REGISTRATION
“NextCare” and Design	2,164,678	June 9, 1998
“NextXpress” Logo	3,402,987	January 21, 2005
“Nextxpress” Trademark	3,392,840	March 4, 2008
“WAHOO” Trademark	3,785,732	May 4, 2010
“When Feeling Great Can’t Wait”	4,121,333	April 13, 2012

**FEDERAL TRADEMARK APPLICATIONS**

TRADEMARK	APPLICATION NUMBER	DATE OF APPLICATION
“Full Circle Care”	85/385/226	July 29, 2011