

## 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
Alta Home Care, Inc.	FORMERLY AHC Acquisition, Inc.	11/01/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Eagle Fund II, L.P.		
Street Address:	101 S. Hanley Road, Suite 1250		
Internal Address:	c/o Bush O'Donnell		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	LIMITED PARTNERSHIP: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85092617	ALTA HOME CARE	
Registration Number:	3937527	ALTA HOME CARE	
CORRESPONDENCE DATA			
Fax Number:	3146127874		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-444-7600		
Email:	tbranson@lewisrice.com		
Correspondent Name:	Terri Branson		
Address Line 1:	600 Washington Ave., Suite 2500		
Address Line 2:	Lewis, Rice & Fingersh, L.C.		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	112769.52434		
NAME OF SUBMITTER:	Terri Branson		

Signature:	/Terri Branson/
Date:	01/28/2013
Total Attachments: 6 source=AHCTrademarkSA#page1.tif source=AHCTrademarkSA#page2.tif source=AHCTrademarkSA#page3.tif source=AHCTrademarkSA#page4.tif source=AHCTrademarkSA#page5.tif source=AHCTrademarkSA#page6.tif	

## Trademark Security Agreement Addendum to Security Agreement

This Addendum is effective as of the date below and is incorporated into the Security Agreement dated as of November 1, 2010 among AHC Acquisition, Inc., AHC Management, Inc., and USHC Holdings, Inc. (separately and collectively, "Debtor") and Eagle Fund II, L.P. ("Secured Party") (the "Agreement"). This Addendum is subject to the terms of the Agreement, and the Agreement is deemed to contain the terms of this Addendum to the same extent as if this Addendum were included in the Agreement at the time the Agreement was executed.

**1. Grant of Lien.** As security for the full and prompt payment and performance of all of the Secured Obligations, each Debtor hereby grants to Secured Party a Lien in Debtor's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of Debtor's right, title and interest in and to all of its now owned or existing, filed and unfiled, and hereafter acquired or arising, filed and unfiled, trademarks, service marks, trademark and service mark registrations, trade names, and trademark and service mark applications, including each name, mark, registration, and application listed on Schedule A attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights, title, and interests corresponding thereto throughout the world, and (v) the good will of Debtor's business connected with the use of each item of Trademark Collateral, and symbolized by, the Trademark Collateral.

**2. Representations and Warranties.** Debtor represents and warrants as follows:

**2.1.** Schedule A contains a complete and accurate list of all trademarks, trade names, service marks, trademark and service mark registrations, and applications for trademark and service mark registrations owned by Debtor.

**2.2.** Debtor is the sole and exclusive owner of the Trademark Collateral, free and clear of any Liens, charges, claims of infringement upon the rights of third parties and encumbrances, except Liens in favor of Secured Party, Permitted Liens or as otherwise disclosed in Schedule A.

**2.3.** Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral, except as otherwise disclosed in Schedule A.

**2.4.** The Trademark Collateral is subsisting and has not been adjudged invalid or unenforceable, and, to Debtor's knowledge, each item comprising the Trademark Collateral is valid and enforceable in the United States.

**2.5.** Debtor is duly authorized to execute and deliver this Agreement to Secured Party, and this Agreement constitutes the legal, valid and binding obligation of Debtor, enforceable against Debtor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by equitable principles of general application.

**3. Subsequently Acquired Trademark Collateral.** Debtor agrees that, should it obtain an ownership interest in any trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration which is not now identified in Schedule A,

(i) Debtor will give prompt written notice thereof to Secured Party, (ii) the provisions of Section 1 of this Addendum will automatically apply to any such mark, registration, and application, and (iii) any such mark, registration, and application, together with the good will of the business connected with the use of the mark and symbolized by it, will automatically become part of the Trademark Collateral.

**4. Protection of Trademark Collateral.** With respect to any Trademark Collateral reasonably necessary to the conduct of Debtor's business in the ordinary course, Debtor agrees to take all commercially reasonable necessary steps in any pending proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, or in any court, to maintain each registered trademark, service mark, and trademark and service mark registration, and to pursue each application for trademark and service mark registration now or hereafter included in the Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and participation in opposition, interference and infringement proceedings. To the extent reasonably necessary or desirable to the conduct of its business in the ordinary course, Debtor agrees to take corresponding commercially reasonable steps with respect to each new or other registered trademark, service mark, trademark and service mark registration to which Debtor is now or later becomes entitled. Debtor will be relieved of the obligations of this Section 4 upon the prior written consent of Secured Party, which consent will not be unreasonably withheld. Debtor is not obligated under this Section 4 to apply for the registration of any item of the Trademark Collateral with any government trademark office or agency so long as Debtor determines in its commercially reasonable judgment that such registration is not prudent. If Debtor becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, Debtor will promptly notify Secured Party and will promptly take such commercially reasonable actions as Debtor deems appropriate under the circumstances to protect such Trademark Collateral. Debtor will continue to use reasonable and proper statutory notice in connection with its use of each registered trademark and service mark. Debtor will not: (i) sell, assign (by operation of law or otherwise), grant a license in or with respect to, or otherwise dispose of any of the Trademark Collateral, except as permitted by the Securities Purchase Agreement, (ii) create or suffer to exist any Lien or other charge or encumbrance upon or with respect to any of the Trademark Collateral except as otherwise disclosed in Schedule A, Permitted Liens, Liens in favor of Secured Party or as otherwise permitted by the Securities Purchase Agreement, or (iii) take any other action in connection with any of the Trademark Collateral that would impair the value of the interests or rights of Debtor thereunder.

**5. Authorization of Secured Party.** Debtor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto (and hereto as to Schedule A), relative to all or any part of the Trademark Collateral, or subsequent additions thereto, without the signature of Debtor where permitted by Law. A carbon, photographic or other reproduction of this Addendum or any financing statement covering the Trademark Collateral or any part thereof is sufficient as a financing statement where permitted by Law. Debtor agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary in order (i) to continue, perfect, amend or protect the Lien granted hereby, or (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, Debtor will execute and file such instruments or notices as may be reasonably necessary or desirable, or as Secured Party may reasonably request, in order to perfect and preserve the Lien granted hereby. If Debtor fails to perform any of its obligations contained herein, Secured Party may perform, or cause performance of, such obligations, and the reasonable expenses of Secured Party incurred in connection therewith will be payable by Debtor and be secured pursuant to the terms of this Agreement. Upon the occurrence and during the continuance of an Event of Default, Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full authority in Debtor's place, stead and on behalf of Debtor and in Debtor's names or otherwise, from time to time in Secured Party's reasonable discretion, to take any action and to execute any instrument

that Secured Party deems reasonably necessary to accomplish the purposes of this Agreement: (i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral, (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) above, and (iii) to file any claims, take any action, or institute any proceedings that Secured Party may deem necessary for the collection of any of the Trademark Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral.

**6. Secured Party's Duties.** The powers conferred on Secured Party hereunder are solely to protect its interest in the Trademark Collateral and do not impose any duty upon Secured Party to exercise any such powers or to pay any royalties or related charges with respect to the Trademark Collateral. Except for the accounting for moneys actually received by it hereunder, Secured Party has no duty as to any Trademark Collateral, or as to the taking of any steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral.

**7. Remedies.** Upon the occurrence and during the continuance of any Event of Default in addition to all other rights and remedies of Secured Party under the Securities Purchase Agreement and at law or in equity:

**7.1.** Secured Party may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to Secured Party, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral) and also may: (i) as provided in Section 5 exercise any and all rights and remedies of Debtor under or otherwise in respect of the Trademark Collateral, (ii) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of Secured Party, assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make them available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both Secured Party and Debtor, (iii) license, sell or otherwise dispose of the Trademark Collateral or any part thereof, in one or more lots, at public or private sale, at any of Secured Party's offices or elsewhere, for cash, credit or other consideration, and upon such other terms as are commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the good will of the business connected with and symbolized by any Trademark Collateral subject to such disposition will be included, and Debtor will supply to Secured Party or its designee Debtor's know-how and expertise relating to the provision of services associated with any Trademark Collateral subject to such disposition, and Debtor's customer lists and other records relating to such Trademark Collateral, and to the distribution of such services. To the extent notice to Debtor of the time and place of any public sale or the time after which any private sale is to be made is required to be reasonable, 10 Business Days constitutes reasonable notice. Secured Party will not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Secured Party may bid and become a purchaser at any such sale, if public, and upon any such sale Secured Party may collect, receive, and hold and apply, as provided herein, the proceeds thereof to the payment of the Secured Obligations, and assign and deliver some or all of the Trademark Collateral to the purchaser at any such sale. The proceeds from any such sale will be applied in accordance with the terms of the Securities Purchase Agreement.

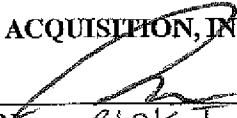
**7.2.** All payments received by Debtor under or in connection with any of the Trademark Collateral will be received in trust for the benefit of Secured Party, will be segregated from other

funds of Debtor, and will be immediately paid over to Secured Party in the same form as so received.


Dated and effective as of November 1, 2010.

"Debtor"

**AHC ACQUISITION, INC.**

By:   
Print Name: Rick T. Baldwin  
Title: President

**AHC MANAGEMENT, INC.**

By:   
Print Name: Rick T. Baldwin  
Title: President

**USHC HOLDINGS, INC.**

By:   
Print Name: Rick T. Baldwin  
Title: President

"Secured Party"

**EAGLE FUND II, L.P.**

By: Eagle Fund II Partners, L.L.C., its General Partner

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

funds of Debtor, and will be immediately paid over to Secured Party in the same form as so received.

Dated and effective as of November 1, 2010.

"Debtor"

**AHC ACQUISITION, INC.**

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

**AHC MANAGEMENT, INC.**

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

**USHC HOLDINGS, INC.**

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

"Secured Party"

**EAGLE FUND II, L.P.**

By: Eagle Fund II Partners, L.L.C., its General Partner

By: Scott Fesler  
Name: Scott Fesler  
Title: COO

Schedule A

Intellectual Property

1. Pending application for a service mark filed July 26, 2010 – serial number 85092617 (Word Mark: Alta Home Care) with the United States Patent and Trademark Office.
2. Service mark filed July 26, 2010 with the USPTO by Alta Home Care, Inc.; registration number 3937527, registered March 29, 2011.