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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Wellkeeper, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State [] Other Additional name(s) of conveying parties attached? [] Yes [X] No

2. Name and address of receiving party(ies): Additional name(s) of conveying parties attached? [] Yes [X] No Name: Silicon Valley Bank Internal Address: Street Address: 3003 Tasman Drive City Santa Clara State CA Country US Zip 95054

3. Nature of conveyance/ Execution Date(s): Execution Date(s): 06/02/06 [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other

[] Association Citizenship [] General Partnership Citizenship [] Limited Partnership Citizenship [X] Corporation Citizenship [] Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 78 - 791, 494

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): SEE ATTACHMENT

Additional sheets attached? [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Collateral HF154 Street Address: 3003 Tasman Dr. City: Santa Clara State: CA ZIP: 95054 Phone Number: (408) 654-4042 Fax Number: (408) 654-6313 Email Address: ldc@svbank.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$40.00 [] Authorized to be charged by credit card [] Authorized to be charged to deposit account [X] Enclosed

8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name

9. Signature: [Signature] Date: 06/22/06

06/28/2006 DBYRNE 00000021 78791494 Signature Date 01 FC:8521 DANIELA NICOLAE 40.00 DP Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and WELLKEEPER, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

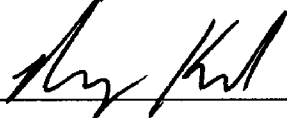
GRANTOR:

WELLKEEPER, INC.

Address of Grantor:

1208 San Pedro NE, Suite 168
Albuquerque, NM 87110

Attn: Randy Krall

By: 

Title: president

BANK:

SILICON VALLEY BANK

Address of Bank:

14300 Northsight Boulevard, Suite 203
Scottsdale, AZ 85260

Attn: TRAVIS WOOD

By: 

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

WellKeeper, Inc

78-791,494

Jan 13, 2006

TRADEMARK

REEL: 003358 FRAME: 0294

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date