

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Viverae, Inc.		09/29/2011	CORPORATION: DELAWARE
Viverae Care Center, Inc.		09/29/2011	CORPORATION: DELAWARE
Viverae Vital, Inc.		09/29/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Escalate Capital Partners SBIC I, L.P.		
<b>Street Address:</b>	300 West Sixth Street		
<b>Internal Address:</b>	Suite 2250		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77547438	VIVERAE	
<b>Serial Number:</b>	77547434	V	
<b>Serial Number:</b>	77547449	TO LIVE WELL AND BENEFIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)758-1550		
<b>Phone:</b>	214-758-1509		
<b>Email:</b>	vwalker@pattonboggs.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Vicky Walker, c/o Patton Boggs LLP		
<b>Address Line 1:</b>	2000 McKinney Avenue, Suite 1700		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	023854.0137		

OP \$90.00 77547438

**900207088**

**TRADEMARK**  
**REEL: 004660 FRAME: 0597**

NAME OF SUBMITTER:	Vicky Walker, Paralegal Specialist
Signature:	/Vicky Walker/
Date:	11/14/2011
<b>Total Attachments: 8</b> source=Viverae IPSA#page1.tif source=Viverae IPSA#page2.tif source=Viverae IPSA#page3.tif source=Viverae IPSA#page4.tif source=Viverae IPSA#page5.tif source=Viverae IPSA#page6.tif source=Viverae IPSA#page7.tif source=Viverae IPSA#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 29, 2011 by and among ESCALATE CAPITAL PARTNERS SBIC I, L.P. ("Lender"), VIVERAE, INC., a Delaware corporation ("Viverae"), VIVERAE CARE CENTER, INC., a Delaware corporation ("Care Center"), and VIVERAE VITAL, INC., a Delaware corporation ("Vital", jointly and severally with Viverae and Care Center, the "Grantor").

### RECITALS

- A. Lender will make advances to Grantor ("Loans") as described in that certain Loan and Security Agreement dated as of even date herewith (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.
- B. Lender's agreement to make such advances is subject to, among other things, Grantor's granting to Lender a security interest in Grantor's Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").
- C. Grantor has granted Lender a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

### AGREEMENT

Grantor grants Lender a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Lender's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Lender's rights powers and interests are cumulative with every right, power or remedy provided here. Lender's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

THE OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT, DATED AS OF SEPTEMBER 29, 2011, BY AND AMONG SENIOR LENDER, LENDER, AND GRANTOR (AS AMENDED, RESTATED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT") TO THE INDEBTEDNESS AND OTHER LIABILITIES OWED BY THE GRANTOR UNDER AND PURSUANT TO THE SENIOR LOAN AGREEMENT, AND EACH RELATED "LOAN DOCUMENT" (AS DEFINED IN THE SENIOR LOAN AGREEMENT), AND LENDER, BY

ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

*[signature page follows]*

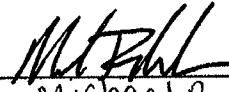
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

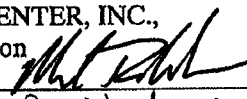
Address of each Borrower:

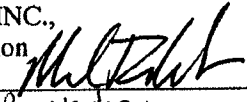
10670 N. Central Expressway  
Suite 700  
Dallas, Texas 75231

**GRANTOR:**

VIVERAE, INC.,  
a Delaware corporation

By:   
Name: Michael R. Nadeau  
Title: President + CEO

VIVERAE CARE CENTER, INC.,  
a Delaware corporation  
By:   
Name: Michael R. Nadeau  
Title: Chairman

VIVERAE VITAL, INC.,  
a Delaware corporation  
By:   
Name: Michael R. Nadeau  
Title: Chairman

Address of Lender:

300 West Sixth Street  
Suite 2250  
Austin, Texas 78701

**LENDER:**

ESCALATE CAPITAL PARTNERS SBIC I, L.P.,  
a Delaware limited partnership

By: Escalate SBIC Capital Management, LLC,  
its general partner

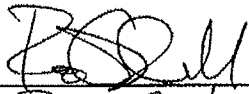
By:   
Name: Ross Cockrell  
Title: Member

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration Number</u>
Viverae (Name)	77547438
Viverae (Logo)	77547434
“To Live Well and Benefit” (Tagline)	77547449

EXHIBIT D

Mask Works

None.