

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
ExitCare, LLC		05/17/2012	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Venture Bank		
Street Address:	5601 Green Valley Drive		
Internal Address:	Suite 120		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55437		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	76136258	EXITCARE	
Serial Number:	85488002	EXITCARE	
Serial Number:	77690217	EXITCARE ONCALL	
Serial Number:	77690225	EXITLABS	
Serial Number:	77760725	EXITMEDS	
Serial Number:	77690229	EXITSPORTS MEDICINE	
Serial Number:	77762811	FAMILY HEALTH TRACKER	
CORRESPONDENCE DATA			
Fax Number:	9529959577		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	952-995-9500		
Email:	tara.anderson@fmjlaw.com		

OP \$190.00 76136258

Correspondent Name: Tara J. Anderson
Address Line 1: 775 Prairie Center Drive
Address Line 2: Suite 400
Address Line 4: Eden Prairie, MINNESOTA 55344

ATTORNEY DOCKET NUMBER: 06278-035

NAME OF SUBMITTER: Tara J. Anderson

Signature: /tja/

Date: 05/20/2012

Total Attachments: 18

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SECURITY AGREEMENT FOR INTELLECTUAL PROPERTY

THIS SECURITY AGREEMENT FOR INTELLECTUAL PROPERTY ("Agreement") dated May 17, 2012 is made by EXITCARE, LLC, a Minnesota limited liability company ("Debtor") for the benefit of VENTURE BANK, a Minnesota banking corporation, its endorsees, successors and assigns ("Secured Party").

RECITALS:

A. The Secured Party has agreed to make a term loan to Debtor in the principal amount of four million and no/100 dollars (\$4,000,000.00) for the purpose of financing the purchase of new assets (the "Loan").

B. As security for the repayment of the Loan, Debtor is executing and delivering this Agreement to Secured Party.

C. As used herein, the term "Loan Documents" shall mean this Agreement and all other documents related to the Loan.

NOW, THEREFORE, in consideration of making the loan and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Except as to those terms otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement.

2. Obligations Secured. This Agreement secures the following (the "Obligations"):

(a) Each and every debt, liability and other obligation of every type and description which the Debtor may now or at any time hereafter owe to the Secured Party under the Loan, whether arising under or in connection with any Loan Documents, whether now existing or hereafter arising, and whether it is or may be direct or indirect, due or to become due, or absolute or contingent, primary or secondary, liquidated or unliquidated, or independent, joint, several or joint and several.

(b) All advances, fees, charges, costs and expenses incurred by the Secured Party, including, but not limited to, audit fees and expenses and reasonable attorneys' fees, legal expenses and interest, in connection with the Obligations, Security Interest, Collateral or in the protection and exercise of any rights or remedies under this Agreement or the Loan Documents.

3. Security Interest. To secure payment and performance of the Obligations, Debtor grants to Secured Party a security interest in, and assigns to Secured Party, the following property:

(a) Patents. Patents, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Patent" means and includes (i) all letters patent of the United States or any other country or any political subdivision thereof, now existing or hereafter acquired, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country or any political subdivision thereof, now existing or hereafter acquired, including without limitation registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (ii) all reissues, continuations, continuations-in-part or extensions thereof), including without limitation each Patent listed on Schedule A hereto, and all of the inventions now or hereafter described and claimed in the Debtor's Patents;

(b) Patent Licenses. Patent Licenses, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Patent Licenses" means and includes any written agreement granting to any person any right to exploit, use or practice any invention on which a Patent is owned by another person), including without limitation each Patent License listed on Schedule A hereto, and all royalties and other sums due or to become due under or in respect of the Debtor's Patent Licenses, together with the right to sue for and collect all such royalties and other sums;

(c) Trademarks. Trademarks and Trademark registrations, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Trademarks" means and includes (i) all trademarks, trade names, trade styles, service marks and logos, all prints and labels on which said trademarks, trade names, trade styles, service marks and logos have appeared or appear and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof and (ii) all reissues, extensions or renewals thereof), including without limitation each Trademark registration listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark registration and all customer lists and other records of the Debtor relating to the distribution of products bearing a Trademark;

(d) Trademark Licenses. Trademark Licenses, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Trademark Licenses" means and includes any written agreement

granting to any person any right to use or exploit any Trademark or Trademark registration of another person), including without limitation the agreements described in Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed and all royalties and other sums due or to become due under or in respect of the Debtor's Trademark Licenses, together with the right to sue for and collect all such royalties and other sums;

(e) Copyrights. Copyrights and Copyright registrations, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Copyrights" means and includes (i) all copyrights, whether or not published or registered, and all works of authorship and other intellectual property and the rights therein, including without limitation copyrights for materials incorporated within any Supplemental Type Certificate or computer programs and data bases, and all copyrightable materials, and all tangible property embodying such copyrights or copyrightable materials, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof any other country or any political subdivision thereof, and (ii) all renewals, derivative works, enhancements, modifications, new releases and other revisions thereof, and (iii) all accounts receivable, income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including without limitation payments under all licenses entered into in connection therewith, and (iv) all rights corresponding thereto throughout the world), including without limitation each Copyright registration listed on Schedule A hereto;

(f) Copyright Licenses. Copyright Licenses, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Copyright Licenses" means and includes any written agreement granting to any person the right to use or exploit any Copyright or Copyright registration of another person, including without limitation the right to use the foregoing to prepare for sale or distribution and sell or distribute any and all inventory now or hereafter owned by the Debtor and now or hereafter covered by such licenses), including without limitation the license and subscription agreements listed on Schedule A hereto, and all royalties and other sums due or to become due under or in respect of the Debtor's Copyright Licenses, together with the right to sue for and collect all such royalties and other sums;

(g) Know-How and Trade Secret Collateral. All know-how, inventions, processes, methods, information, data, plans, blueprints, specifications, designs, drawings, engineering reports, test reports, material standards, processing standards and performance standards, to the extent that the foregoing pertain to manufacturing, production or processing operations of the Debtor and constitute trade secrets of the Debtor, and all licenses or other similar agreements granted to or by the Debtor with respect to any of the foregoing;

(h) General Intangibles and Records Relating Thereto. General intangibles relating to any of the above-described property and supporting evidence and documents relating to any of the above-described property, including without limitation written applications, correspondence, delivery receipts and notes, together with all books of account, ledgers and cabinets in which the same are reflected or maintained, all whether now existing or hereafter arising;

(i) Accessions and Additions. All accessions and additions to and substitutions and replacements of any and all of the foregoing, whether now existing or hereafter arising; and

(j) Proceeds and Products. All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including without limitation (i) any claim of the Debtor against third parties for damages by reason of past, present or future infringement of any (a) Patent or any Patent licensed under any Patent License, (b) Trademark or Trademark registration or of any Trademark licensed under any Trademark License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or Trademark registration or of any Trademark licensed under any Trademark License, or (c) Copyright or Copyright registration or of any Copyright licensed under any Copyright License, and (ii) any claim by the Debtor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clauses (i) and (ii);

all of the foregoing being herein sometimes referred to as the "Collateral." The security interests granted pursuant to this Section 3 (the "Security Interests") are granted as security only, and unless caused by the Secured Party's own gross negligence or willful misconduct shall not subject the Secured Party to, or transfer or in any way affect or modify, any obligation or liability of the Debtor with respect to any of the Collateral or any transaction which gave rise thereto.

4. Use of Collateral. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, the Debtor may continue to exploit, license, use, enjoy and protect the Collateral throughout the world and the Secured Party shall from time to time execute and deliver, upon written request of the Debtor, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of the Debtor to enable the Debtor to continue to exploit, license, use, enjoy and protect the Collateral throughout the world.

5. Filing of Financing Statements and Other Instruments. The Debtor: (i) will, at its expense, execute and deliver (in such manner and form as the Secured Party shall reasonably require) and permit the Secured Party to file and record, such financing statements, assignments, continuation statements and other instruments and documents (including without limitation this Agreement) in such offices (including without limitation the United States Patent and Trademark

Office, or the United States Copyright Office) as the Secured Party may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Secured Party hereunder (all of such documents referred to in the preceding sentence, with the exception of this Agreement, are hereinafter referred to as the "Financing Statements"); (ii) hereby authorizes the Secured Party to file and record such instruments and documents and any other instruments or documents related thereto without the signature of the Debtor where permitted by law; and (iii) agrees to do such further acts and things, and to execute and deliver to the Secured Party such additional instruments and documents, as the Secured Party may reasonably require to carry into effect the purposes of this Agreement or to better assure and confirm unto the Secured Party its respective rights, powers and remedies hereunder; provided, however, that the Secured Party shall give the Debtor notice of any action taken or to be taken by the Secured Party pursuant to this 4. All of the foregoing are to be at the sole cost of the Debtor. Any costs of the foregoing incurred by the Secured Party shall be payable by the Debtor within ten (10) days of demand by the Secured Party, together with interest thereon from the date that is ten days after the Secured Party's demand, at the Default Rate (as defined in the Loan Agreement) until so paid, and shall constitute so much additional Liabilities. The Debtor hereby appoints the Secured Party as the Debtor's attorney-in-fact to execute and file, in the name and on behalf of the Debtor, any additional Financing Statements as the Secured Party may request.

6. Representations and Warranties of Debtor. The Debtor hereby represents and warrants that:

(a) The Debtor is, and, as to the Collateral acquired by it from time to time after the date hereof, the Debtor will be, the owner or, as applicable, licensee of all the Collateral attributed to it pursuant to the Schedule A hereto. The Debtor's rights in such Collateral are and shall remain free and clear of any lien, pledge, security interest, encumbrance, license, assignment, collateral assignment or charge of any kind, including without limitation any filing of or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute, except for the lien and security interest created by this Agreement and except for the Permitted Liens. The Debtor has not made a previous assignment, conveyance, transfer or agreement in conflict herewith. The Debtor further represents and warrants to the Secured Party that Schedule A hereto is a true and correct list of all Patents, Patent Licenses, registered and material unregistered Trademarks, Trademark Licenses, registered and material unregistered Copyrights and Copyright Licenses owned or used by the Debtor as of the date hereof and that Schedule A is a true and correct with respect to the matters set forth therein as of the date hereof.

(b) The Debtor has full corporate power to pledge and grant a security interest in all the Collateral pursuant to this Agreement.

(c) No authorization, consent, approval, license, qualification or exemption from, nor any filing, declaration or registration with, any court, governmental agency or regulatory authority, or with any securities exchange or any other party, is required in connection with (i) the Debtor's execution, delivery or performance of this Agreement, (ii) the security interest (including the priority thereof when

the appropriate filings have been made and accepted) in the Collateral in the manner and for the purpose contemplated by this Agreement or (iii) the rights of the Secured Party created hereby, except those that have already been obtained or made and those referred to herein.

(d) The Debtor has made all necessary filings and recordations to protect its interest in the Collateral.

(e) The use of the Collateral by the Debtor does not, to the best of the Debtor's knowledge after due inquiry, infringe on the rights of any party, nor has any claim of such infringement been made.

(f) Upon filings and the acceptance thereof in the appropriate offices under the Uniform Commercial Code and in the United States Patent and Trademark Office, and the United States Copyright Office, this Agreement will create a valid and duly perfected lien and security interest in the Collateral located in the United States subject only to the lien and security interest created by this Agreement and the Permitted Liens.

7. Covenants of the Debtor. The Debtor hereby covenants and agrees that:

(a) Except for Permitted Liens, for any Collateral material to the conduct of the Debtor's business, the Debtor will defend the Collateral and the Security Interests against all claims and demands of all Persons at any time claiming any adverse interest with respect thereto.

(b) The Debtor shall not abandon, sell or transfer the Collateral. The Debtor shall keep and maintain the Collateral in good condition, repair and operating condition, normal wear and tear excluded, free from any waste or misuse. The Debtor shall keep and maintain all property, buildings, improvements or structures now or hereafter located on the Collateral in good condition, repair and operating condition, normal wear and tear excluded, and shall from time to time make necessary repairs, renewals and replacements. Except as otherwise agreed to by the Secured Party in writing, the Debtor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the obligations related to the Loan shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by the Debtor. The Debtor shall not abandon or take any action to decrease the value or validity of any Collateral without the prior written consent of Secured Party.

(c) The Debtor will give written notice thereof to the Secured Party at least thirty (30) days prior to any change in the principal executive office of the Debtor or the office where the Debtor maintains its books and records.

(d) The Debtor will promptly pay any and all taxes, assessments and governmental charges upon the Collateral prior to the date that penalties are attached thereto or the same become a lien on any of the Collateral, except to the extent that such taxes, assessments and charges shall be contested by the Debtor in good faith.

(e) The Debtor will immediately notify the Secured Party of any event causing a loss or diminution in the value of all or any material part of the Collateral, and the amount (or the Debtor's best estimate of the amount) of such loss or diminution.

(f) The Debtor (i) will not enter into any agreement that would impair or conflict with such Debtor's obligations hereunder, (ii) will, promptly following its becoming aware thereof, notify the Secured Party of (A) any final adverse determination in any proceeding in the United States Patent and Trademark Office, or the United States Copyright Office with respect to any of the Collateral or (B) the institution of any proceeding or any adverse determination in any federal, state, local or foreign court or administrative bodies regarding the Debtor's claim of ownership in or right to use any of the Collateral, its right to register any such Collateral or its right to keep and maintain such registration.

(g) The Debtor will not sell or offer to sell or otherwise assign, transfer or dispose of, or grant any option with respect to any of the material Collateral or any interest therein without the prior written consent of the Secured Party.

(h) Except for Permitted Liens, the Debtor will keep all of the material Collateral free from any and all adverse liens, security interests or encumbrances.

(i) The Debtor will not use any of the material Collateral in violation of any applicable law.

(j) The Debtor authorizes the Secured Party to modify this Agreement by amending Schedule A hereto to include any future Collateral.

8. Records Relating to Collateral. The Debtor will keep and maintain complete and accurate records concerning the Collateral at its principal executive office, or at such other place of business as the Secured Party may approve in writing. The Debtor will (a) faithfully hold and preserve such records, (b) permit representatives of the Secured Party, at any time during normal business hours, upon reasonable notice, to examine and inspect the Collateral and to make copies and abstracts of such records, and (c) furnish to the Secured Party such information and reports regarding the Collateral as the Secured Party may from time to time reasonably request.

9. Grant of License to Patents, Trademarks, Copyrights, Etc. Without in any way limiting the scope of the lien and security interest created hereby, the Debtor hereby grants to the Secured Party, upon the occurrence and continuance of an Event of Default, an irrevocable, nonexclusive license and right to use all of the Debtor's Patents, Patent applications, Patent Licenses, Trademarks, Trademark registration, Trademark Licenses, trade names, trade styles, Copyrights, Copyright registrations, Copyright Licenses and similar intangibles in the

processing, production, marketing, distribution or sale by the Secured Party of all or any part of its collateral for the Liabilities in connection with any foreclosure or other realization on such collateral. The license and rights granted the Secured Party hereby shall be exercisable upon the occurrence and continuance of an Event of Default without the payment of any royalty, fee, charge or any other compensation to the Debtor or any other party. Such license and rights shall include reasonable access to all records in which any of the licensed items may be recorded or stored. Such license and rights shall be absolute and unconditional to the extent used for the purpose stated above.

10. General Authority.

(a) In the event that the Debtor shall fail to satisfy its obligations under this Agreement, then the Secured Party shall have the right, but shall not be obligated, to take such steps and make such payments as may be required in order to effect compliance, and the Secured Party shall have the right either to demand and receive immediate reimbursement from the Debtor for all costs and expenses incurred by the Secured Party in connection therewith, and/or to add such costs and expenses to the Liabilities.

(b) The Debtor hereby irrevocably appoints the Secured Party the true and lawful attorney for such Debtor, with full power of substitution, in the name of such Debtor, the Secured Party or otherwise, for the purposes of carrying out the terms of this Agreement, but at such Debtor's expense, to the extent permitted by law to exercise, at any time and from time to time after any Event of Default has occurred and is continuing or upon acceleration, any or all of the following powers with respect to any or all of the Collateral (which powers shall be in addition and supplemental to any powers, rights and remedies of the Secured Party described herein):

- i. to demand, sue for and collect any and all moneys due or to become due upon or by virtue thereof; and
- ii. to receive, take, endorse, assign and deliver any and all checks, notes, drafts, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by the Secured Party in connection therewith; and
- iii. to settle, compromise, discharge, extend, compound, prosecute or defend any action or proceeding with respect thereto; and
- iv. to sell, transfer, assign or otherwise deal in or with same, or the proceeds thereof, as fully and effectually as if the Secured Party were the absolute owner thereof; and
- v. to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto; and

- vi. to discharge any taxes, liens, security interests or other encumbrances at any time placed thereon; provided, that the Secured Party shall give the Debtor not less than thirty (30) days' prior written notice of the time and place of any sale or other intended disposition of any of the Collateral. The Secured Party and the Debtor hereby agree that such notice constitutes "reasonable authenticated notification" within the meaning of the Uniform Commercial Code, as adopted in the State of Minnesota (the "Code").

11. Remedies Upon Event of Default. If any Event of Default shall have occurred and be continuing, the Secured Party may exercise all of the rights and remedies of a secured party under the Code (whether or not the Code is in effect in the jurisdiction where such rights and remedies are exercised) and, in addition, the Secured Party may, without being required to give any notice, except as herein provided or as may be required by mandatory provisions of law, (a) apply the cash, if any, then held by it as Collateral in the manner specified in 12 hereof, and (b) if there shall be no such cash or if such cash shall be insufficient to pay all of the Liabilities in full, sell the Collateral, or any part thereof, at public or private sale, for cash, upon credit or for future delivery, and at such price or prices as the Secured Party may deem satisfactory. The Secured Party may require the Debtor to assemble all or any part of the Collateral (or tangible documents, plans, etc., representing any Collateral which is intangible) and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to the Debtor and the Secured Party. Any holder of a Note may be the purchaser of any or all of the Collateral so sold at any public sale (or, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, at any private sale) and thereafter hold same, absolutely free from any right or claim of whatsoever kind. Upon any such sale, the Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right of whatsoever kind, including any equity or right of redemption of the Debtor. To the extent permitted by law, the Debtor hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Secured Party may fix in the notice of such sale. At any such sale, the Collateral may be sold in one lot as an entirety or in separate parcels, as the Secured Party may determine. The Secured Party shall not be obligated to make such sale pursuant to any such notice. The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by the Secured Party until the selling price is paid by the purchaser thereof, but the Secured Party shall not incur any liability in the case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. The Secured Party, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court of competent jurisdiction.

12. Application of Collateral and Proceeds. The proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied in the following order of priorities:

(a) first, to pay the expenses of such sale or other realization, and all expenses, liabilities and advances incurred or made by the Secured Party in connection therewith, and any other unreimbursed expenses for which the Secured Party is to be reimbursed pursuant to 13 hereof;

(b) second, to the payment of the Liabilities in such order or manner as the Secured Party, in its sole discretion, shall determine; and

(c) finally, to pay to the Debtor, or its successors or assigns, or as a court of competent jurisdiction may direct, any surplus then remaining from such proceeds.

13. Expenses. The Debtor shall forthwith upon demand pay to the Secured Party:

(a) the amount of any taxes or other charges which the Secured Party may have been required to pay by reason of the Security Interests (including any applicable transfer taxes) or to free any of the Collateral from any lien thereon; and

(b) the amount of any and all reasonable out-of-pocket expenses, including the reasonable fees and disbursements of its legal counsel and the allocated cost of in-house legal services, which the Secured Party may incur in connection with (i) the collection, sale or other disposition of any of the Collateral, (ii) the exercise by the Secured Party of any of the powers conferred upon it hereunder, and/or (iii) any continuing default on the Debtor's part hereunder.

14. Termination of Security Interests; Release of Collateral; Revival of Liabilities. Upon the repayment and performance in full of all of the Liabilities, the Security Interests shall terminate and all rights in the Collateral shall revert to the Debtor. Upon any such termination of the Security Interests or release of Collateral, the Secured Party will, at the Debtor's expense, to the extent permitted by law, execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be. Said execution and delivery shall include an instrument in form recordable in the United States Patent and Trademark Office, or the United States Copyright Office, as the case may be, by which the Secured Party shall terminate, release and without representation, recourse or warranty, reassign to the Debtor all rights in each Patent, Patent License, Trademark, Trademark License, Copyright and Copyright License including each registration thereof and application therefor, conveyed and transferred to the Secured Party pursuant to this Agreement. If any payment applied by the Secured Party to Liabilities is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Debtor or any other obligor), the Liabilities to which such payment was applied shall for the purposes of this Agreement be deemed to have continued in existence, notwithstanding such application, and this Agreement

shall be enforceable as to such Liabilities as fully as if such application had never been made, notwithstanding the surrender of any Note, termination of any financing statement, or cancellation of any instrument or document.

15. Right of Set-Off. In furtherance and not in limitation of any provisions herein contained, the Debtor hereby agrees that any and all deposits or other sums at any time claimed by or due from the Secured Party to the Debtor shall at all times constitute security for the Liabilities, and the Secured Party may exercise any right of set-off against such deposits or other sums as may accrue or exist hereunder and/or under applicable law.

16. Consent to Jurisdiction. Debtor consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this Agreement, the Collateral, the Security Interest or any of the Obligations, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by Debtor against Secured Party in connection with this Agreement, the Collateral, the Security Interest or any of the Obligations shall be in a state court of general jurisdiction for the State of Minnesota or the United States District Court located in that state.

17. Bankruptcy. Whether or not an event of default shall have occurred under the Loan or Loan Documents, upon the commencement of any proceeding under any bankruptcy law by or against Debtor, then the Secured Party may declare the Debtor in default under this Agreement and may enforce this Agreement and collect the entire Obligations from Debtor upon the happening of such event regardless of whether amounts are due or accelerated under the Loan or other Loan Documents. For purposes of determining the Obligations under this provision notwithstanding any such bankruptcy proceeding, interest will be deemed to continue to accrue as though no such bankruptcy proceeding had been taken.

18. Notice. No notice or other communication by Debtor to Secured Party, which relates to any of the Obligations, the Security Interest or the Collateral, shall be effective until it is received by Secured Party at Secured Party's address stated below. All notices to be given to Debtor shall be deemed reasonable and properly given if delivered or mailed by regular or certified mail, postage prepaid, to Debtor at its address set forth below or at the most recent address shown in Secured Party's records.

Debtor:	ExitCare, LLC
Address:	8519 Eagle Point Boulevard, Suite 105 Oakdale, Minnesota 55042 Attn: Mr. Roger Jacobi
Phone No:	(651) 379-0485
Fax No.:	(651) 379-0481
Organizational Id. No.	41-2023427
Secured Party:	Venture Bank

Address: 5601 Green Valley Drive, Suite 120
Bloomington, Minnesota 55437
Attn: Mr. Robert Rausch

Phone No.: (952) 830-9999
Fax No.: (952) 830-8218

19. Consent to Jurisdiction. Debtor consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this Agreement, the Collateral, the Security Interest or any of the Obligations, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by Debtor against Secured Party in connection with this Agreement, the Collateral, the Security Interest or any of the Obligations shall be in a state court of general jurisdiction for the State of Minnesota or the United States District Court located in that state.

20. Waiver of Jury Trial. THE PARTIES TO THIS AGREEMENT WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH ANY PARTY TO THIS AGREEMENT ARE INVOLVED DIRECTLY OR INDIRECTLY AND ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER, AND WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE OF THIS AGREEMENT.

21. Miscellaneous. All terms in this Agreement that are defined in the Code shall have the meanings set forth in the Code, and such meanings shall automatically change at the time that any amendment to the Code, which changes such meanings, shall become effective. A carbon, photographic or other reproduction of this Agreement is sufficient as a financing statement. No provision of this Agreement can be waived, amended, abridged, supplemented, terminated or discharged and the Security Interest cannot be released or terminated, except by a writing executed by Secured Party. A waiver shall be effective only in the specific instance and for the specific purpose given. No delay or failure to act shall preclude the exercise or enforcement of any of Secured Party's rights or remedies. This Agreement shall bind and benefit Debtor and Secured Party and their respective heirs, representatives, successors and assigns and shall take effect when executed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation, payment and performance of the Obligations. This Agreement and the rights and duties of the parties shall be governed by and construed in accordance with the laws of the State of Minnesota except to the extent that the Code provides for the application of the law of the state where the Debtor is organized or incorporated. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of the Collateral in any particular order of application. If this Agreement is signed by more than one person as Debtor, the term "Debtor" shall refer to

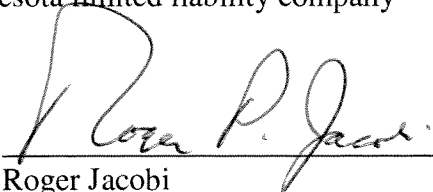
each of them separately and to both or all of them jointly. Each such persons signing as Debtor shall be jointly and severally liable under this Agreement and all property described in this Agreement shall be included as part of the Collateral, whether it is owned jointly by both or all Debtors, or is owned in whole or in part by one (or more) of them.

signature page follow

IN WITNESS WHEREOF, Debtor has executed this Security Agreement for Intellectual Property as of the date and year first written above.

DEBTOR:

EXITCARE, LLC,
a Minnesota limited liability company

By: 
Print: Roger Jacobi
Its: President

*signature page to Security Agreement for Intellectual Property
- re: ExitCare, LLC non-real estate loan*

Schedule A: Registered Intellectual Property of ExitCare, LLC

Trademark	Case Number Country	SubCase Case Type	Status Classes	Application Number/Date	Registration Number/Date
EXITCARE	42691.1.0 United States of America	ORD	REGISTERED 42 Int.	76/136,258 27-Sep-2000	2,514,838 04-Dec-2001
EXITCARE	42691.10.1 United States of America	ORD	Published 44 Int.	85/488,002 06-Dec-2011	
EXITCARE ONCALL	42691.4.0 United States of America	ORD	REGISTERED 44 Int.	77/690,217 13-Mar-2009	4,060,411 22-Nov-2011
EXITLABS	42691.5.0 United States of America	ORD	REGISTERED 44 Int.	77/690,225 13-Mar-2009	3,838,743 24-Aug-2010
EXITMEDS	42691.7.0 United States of America	ORD	REGISTERED 09 Int., 44 Int.	77/760,725 16-Jun-2009	3,978,681 14-Jun-2011
EXITSPTS MEDICINE	42691.6.0 United States of America	ORD	REGISTERED 44 Int.	77/690,229 13-Mar-2009	3,804,294 15-Jun-2010
FAMILY HEALTH TRACKER & Design (1)	42691.3.0 United States of America	ORD	REGISTERED 44 Int.	77/762,811 18-Jun-2009	3,871,219 02-Nov-2010

Domain Names:

Domain Name	Registrant	Registrar	Expiration Date
exitcare-web.com	ExitCare, LLC	DOMAIN.COM, LLC	08/06/2015
exitcare-web.info	ExitCare, LLC	MyDomain, Inc.	11/06/2012
exitcare.com	ExitCare, LLC	DOMAIN.COM, LLC	03/20/2013
exitcare.info	ExitCare, LLC	MyDomain, Inc.	11/06/2012
exitcareoncall.com	ExitCare, LLC	DOMAIN.COM, LLC	03/13/2013
familyhealthtracker.com	ExitCare, LLC	DOMAIN.COM, LLC	05/22/2013
familyhealthtracker.net	ExitCare, LLC	DOMAIN.COM, LLC	05/22/2013
familyhealthtracker.org	ExitCare, LLC	DOMAIN.COM, LLC	05/22/2013
homehealthtracker.com	ExitCare, LLC	DOMAIN.COM, LLC	06/20/2013
viewmycare.com	c/o Viewmycare.com	DOMAIN.COM, LLC	09/18/2013
viewmycare.info	c/o Viewmycare.info	MyDomain, Inc.	09/18/2013
viewmycare.net	c/o Viewmycare.net	DOMAIN.COM, LLC	09/18/2013
viewmycare.org	c/o Viewmycare.org	DOMAIN.COM, LLC	09/18/2013

Registered U.S. Copyright:

Title: ExitCare patient discharge information system; MedQuest patient discharge instructions.
 Reg. No.: TXu000961713
 Reg. Date: March 6, 2000
 Registrant: MedQuest, Inc.

**Registered Intellectual Property
Acquired from Patient Edu, LLC**

I. Registered U.S. Copyrights

<u>Copyright Title</u>	<u>Author</u>	<u>U.S. Reg. No.</u>	<u>Registration. Date</u>
1. Benign Prostatic Hyperplasia: script	InLight Interactive, Inc.	PAu002590392	5/29/2001
2. Birth Control	InLight Interactive, Inc.	PAu002590378	5/23/2001
3. Breast Health Master Script	InLight Interactive, Inc.	PAu002590321	5/29/2001
4. Cardiovascular Program	InLight Interactive, Inc.	PAu002586624	5/29/2001
5. Carpal Tunnel Syndrome	InLight Interactive, Inc.	PAu002586616	5/29/2001
6. Colorectal Cancer: Script	InLight Interactive, Inc.	PAu002590390	5/29/2001
7. Copd: Script	InLight Interactive, Inc.	PAu002590379	5/23/2001
8. Diabetes	InLight Interactive, Inc.	PAu002586596	5/29/2001
9. Disorders of the male reproductive tract: script	InLight Interactive, Inc.	PAu002593331	5/29/2001
10. Female Health	InLight Interactive, Inc.	PAu002586602	5/29/2001
11. Gynecology	InLight Interactive, Inc.	PAu002586594	5/29/2001
12. Infertility: Master script	InLight Interactive, Inc.	PAu002590368	5/23/2001
13. Kidney Disorders	InLight Interactive, Inc.	PAu002590373	5/23/2001
14. Knee Arthroscopy	InLight Interactive, Inc.	PAu002575025	5/29/2001
15. Lung Cancer: script	InLight Interactive, Inc.	PAu002590394	5/29/2001
16. Male Health	InLight Interactive, Inc.	PAu002592240	5/29/2001
17. Male Sexual Dysfunction	InLight Interactive, Inc.	PAu002575024	5/29/2001
18. Non-surgical therapy for the spine	InLight Interactive, Inc.	PAu002592231	5/29/2001
19. Pregnancy	InLight Interactive, Inc.	PAu002600919	6/01/2001
20. Prostate Cancer: script	InLight Interactive, Inc.	PAu002590388	5/29/2001
21. READ: Remediation especially addressed to dyslexics/production of Veritech Corporation	Stratatech	PA0000325316	3/30/1987
22. Shoulder Arthroscopy	InLight Interactive, Inc.	PAu002592230	5/29/2001
23. Stroke: script	InLight Interactive, Inc.	PAu002590389	5/29/2001
24. Surgery Therapy for the spine	InLight Interactive, Inc.	PAu002592242	5/29/2001

25. Termination of Pregnancy	InLight Interactive, Inc.	PAu002590391	5/29/2001
26. Testicular Cancer	InLight Interactive, Inc.	PAu002590393	5/29/2001
27. Total Hip Replacement	InLight Interactive, Inc.	PAu002579104	5/29/2001
28. Total Knee Replacement Script	InLight Interactive, Inc.	PAu002593333	5/29/2001
29. Patient Education Management Database system	Patient EDU, LLC	TX0006375524	4/17/2006

Domain Name:

Domain Name	Registrant	Registrar	Expiration Date
patientedu.com	Veritech Corporation Steve Graziano	ENOM, Inc.	January 21, 2016

Registered U.S. Trademark:



Mark:

Registrant: Patient EDU, LLC
 Registration Date: 2009-09-08
 Registration No.: 3,679,04

