

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TABSAFE MEDICAL SERVICES, INC.	12/17/2008
RECEIVING PARTY DATA	
Name:	CHV I, LLC
Street Address:	45 South Dexter Street
City:	Denver
State/Country:	COLORADO
Postal Code:	80246
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7129819
CORRESPONDENCE DATA	
Fax Number:	(303)292-4510
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-292-2900
Email:	lindsey.rothrock@moyewwhite.com
Correspondent Name:	Lindsey N. Rothrock
Address Line 1:	1400 16th Street
Address Line 2:	6th Floor
Address Line 4:	denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	10310-00001
NAME OF SUBMITTER:	Lindsey N. Rothrock
Total Attachments: 5	
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**COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND
SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT ("Agreement"), dated as of the 17th day of December, 2008, is made and entered into on the terms and conditions hereinafter set forth, by and between TABSAFE MEDICAL SERVICES, INC., a Georgia corporation ("Debtor"), and CHV I, LLC, a Colorado limited liability company ("Secured Party").

1. Creation of Security Interest. As security for a Secured Promissory Note payable to Secured Party of even date herewith (the "Note") and all other indebtednesses, obligations and liabilities of the Debtor owing to the Secured Party, whether now existing or hereafter arising, due or not due, absolute or contingent, liquidated or unliquidated, direct or indirect, or express or implied (collectively, the "Obligations"), the Debtor hereby grants to and creates in favor of the Secured Party a security interest in the following property of the Debtor, whether now owned or hereafter acquired or arising and wherever located (the "Collateral"):

(a) A general intangible, specifically US Patent No. 7129819, issued October 31, 2006, and all like protections including, without limitation, amendments, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part, and derivations of the same (the "Patent");

(b) All of Debtor's proprietary patented software, including without limitation any and all of Debtor's intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held ("Software")

(c) All proceeds and products of the foregoing ("Proceeds").

Regardless of whether capitalized herein, terms used herein that are defined or otherwise used in Article 9 of the Georgia Uniform Commercial Code (the "UCC") have the same meanings herein, unless the context otherwise requires.

2. Authorization to File Financing Statements and to Record Agreement. The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file, in any jurisdiction, financing statements (including any amendments thereto) that cover the Collateral. The Debtor also ratifies its authorization for the Secured Party to have filed in any jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof. Debtor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

3. Representations and Warranties. The Debtor hereby represents and warrants to the Secured Party as follows:

(a) The Debtor is a duly organized and validly existing Georgia corporation. The execution and delivery of this Agreement and the performance and observance of the

obligations of the Debtor hereunder are within the power of the Debtor and have been duly authorized by all necessary action on the part of the Debtor properly taken. This Agreement is a legal, valid and binding obligation of the Debtor and is enforceable against the Debtor in accordance with its terms.

(b) The Debtor is the owner of or has other rights in the Collateral, free from any adverse lien, security interest or other encumbrance, except for the security interest created by this Agreement and other liens and security interests disclosed by Debtor to Secured Party in writing.

(c) Debtor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Debtor all rights of authorship to any material applicable to the Patent or in which Debtor has or may subsequently acquire any right or interest.

(d) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Debtor is bound, including any intellectual property agreements that prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent, except for the amended shareholders' agreement disclosed by Debtor to Secured Party, for which all necessary consents have been obtained.

(e) During the term of this Agreement, Debtor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Debtor in the ordinary course of business or as set forth in this Agreement;

(f) The Patent is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(g) Debtor shall promptly advise Secured Party of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Debtor in or to any Patent not specified in this Agreement;

(h) Debtor shall (i) protect, defend and maintain the validity and enforceability of the Patent, (ii) use its best efforts to detect infringements of the Patent and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Patent to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld.

(i) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Debtor first has rights in such after acquired Collateral, and upon filing of financing statements in the appropriate jurisdictions the Secured Party will have a valid and perfected first priority security interest in the Collateral securing the payment and performance of the Obligations;

(j) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patent for the purpose of recording this Agreement or a filing of a financing statement as applicable under the UCC, and except as has been already made, obtained or disclosed to Secured Party, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection or the exercise by Secured Party of its rights and remedies thereunder;

(k) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interest in any property included within the definition of the Collateral acquired under such contracts.

4. Covenants and Agreements.

(a) The Debtor hereby covenants and agrees with the Secured Party that it will pay, or cause to be paid, to the Secured Party the Obligations as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, and will promptly perform all of the Debtor's obligations under this Agreement, and all other agreements by and between the Debtor and the Secured Party.

(b) The Debtor will obtain and furnish to the Secured Party within thirty (30) days following the date of this Agreement either amendments or termination statements, as applicable, for financing statements filed by American Retirement Corporation on August 17, 2005; and by Medicab Inc. on February 27, 2001.

5. Default and Remedies.

(a) Events of Default. The occurrence of any of the following shall constitute an "Event of Default" hereunder:

(1) Default in the payment of principal of or interest on any of the Obligations;

(2) Any misrepresentation by the Debtor as to any matter hereunder or delivery of any statement, notice or writing to the Secured Party that is untrue in any respect that has not been cured within thirty (30) days after written notice of default from the Secured Party; or

(3) The breach of any covenant by the Debtor under this Agreement, or any default or event of default shall occur under any document executed in

connection with the Obligations that has not been cured within thirty (30) days after written notice of default from the Secured Party.

Upon the occurrence and during the continuance of an Event of Default, the Secured Party may proceed to exercise any and all other rights, powers, privileges, options and remedies provided by the UCC or other applicable law, as well as all other rights and remedies possessed by the Secured Party pursuant to any document executed in connection with the Obligations, including without limitation the right to require Debtor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Patent to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Debtor will pay any expenses (including reasonable attorney's fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

6. Termination. Upon payment of the Obligations or the conversion of the Note into stock of the Debtor, as provided in the Note, Secured Party will prepare and file termination statements to terminate any perfection of this security interest in all places where the Secured Party has recorded this security interest or has filed any financing statements.

7. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Georgia.

8. Severability of Provisions. Any provision of this Agreement that is prohibited or unenforceable with respect to any person or circumstance or in any jurisdiction shall, as to such person, circumstance or jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision with respect to other persons or circumstances or in any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Agreement to be executed by their respective duly authorized officers or other duly authorized representatives as of the day and year first above written.

DEBTOR:

TABSAFE MEDICAL SERVICES, INC.

By: James N. Chiavetta
Name: James N. Chiavetta
Title: CEO

SECURED PARTY:

CHV I, LLC

By: Stephen Axelrod
Name: Stephen Axelrod
Title: Manager