

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	Patent Security Agreement														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Concerro, Inc.</td> <td>02/08/2012</td> </tr> <tr> <td>RES-Q Healthcare Systems, Inc.</td> <td>02/08/2012</td> </tr> </tbody> </table>		Name	Execution Date	Concerro, Inc.	02/08/2012	RES-Q Healthcare Systems, Inc.	02/08/2012								
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RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>Wells Fargo Capital Finance, LLC, as Agent</td> </tr> <tr> <td>Street Address:</td> <td>2450 Colorado Avenue, Suite 3000 West</td> </tr> <tr> <td>City:</td> <td>Santa Monica</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>90404</td> </tr> </table>		Name:	Wells Fargo Capital Finance, LLC, as Agent	Street Address:	2450 Colorado Avenue, Suite 3000 West	City:	Santa Monica	State/Country:	CALIFORNIA	Postal Code:	90404				
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CORRESPONDENCE DATA															
Fax Number:	(213)627-0705														
Phone:	213.683.5698														
Email:	MinetteTayco@paulhastings.com														
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>															
Correspondent Name:	Minette M. Tayco, c/o Paul Hastings LLP														
Address Line 1:	515 S. Flower Street, 25th Floor														
Address Line 4:	Los Angeles, CALIFORNIA 90071														

ATTORNEY DOCKET NUMBER:	WFCF/API (73896.29): PAT
NAME OF SUBMITTER:	Minette M. Tayco
Total Attachments: 5 source=WFCF_API - Fully Executed Patent Security Agreement#page1.tif source=WFCF_API - Fully Executed Patent Security Agreement#page2.tif source=WFCF_API - Fully Executed Patent Security Agreement#page3.tif source=WFCF_API - Fully Executed Patent Security Agreement#page4.tif source=WFCF_API - Fully Executed Patent Security Agreement#page5.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Patent Security Agreement") is made this 8th day of February 2012, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as Agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among **API HEALTHCARE HOLDING CORPORATION**, a Delaware corporation ("Parent"), **API HEALTHCARE CORPORATION**, a Wisconsin corporation ("Borrower"), the lenders from time to time party thereto (the "Lenders"), Agent, WFCF, as co-lead arranger, and as joint bookrunner, and **GOLUB CAPITAL LLC**, a Delaware limited liability company, as syndication agent (in such capacity, together with its successors and assigns in such capacity, the "Syndication Agent"), as co-lead arranger, and as joint bookrunner, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the Bank Product Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement dated as of November 20, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or right to receive license fees, royalties, and other compensation under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interest granted pursuant to this Patent Security Agreement are granted in conjunction with the security interest granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any division, continuation, continuation-in-part, reissue, or reexamination of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature pages follow.]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONCERRO, INC.,
a California corporation, as a Grantor

By: 

Name: John P. Fingado
Title: President

RES-Q HEALTHCARE SYSTEMS, INC.,
a California corporation, as a Grantor

By: 

Name: John P. Fingado
Title: President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 027675 FRAME: 0402

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company, as Agent

By: Mark Salem
Name: Mark Salem
Title: Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 027675 FRAME: 0403

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS

Title	Patent #	Issue Date	Owner
System for monitoring patient supervision by health-care workers	7,496,479	2/24/09	API Healthcare Corporation
Decision making and implementation system	7,376,576	05/20/08	Concerro, Inc.
Decision making and implementation system	8,095,404	01/10/12	Concerro, Inc.

PATENT APPLICATIONS

Title	Application #	Filing Date	<u>Owner</u>
Decision making and implementation system	13/095,780	04/27/11	Concerro, Inc.
Method and apparatus for capacity management and incident management system	12/024,309	02/01/08	Concerro, Inc.
Dynamic staffing control notification method	11/862,419	09/27/07	RES-Q Healthcare Systems, Inc.