

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CareWorks of Ohio Ltd.		02/28/2006	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Huntington National Bank		
<b>Street Address:</b>	41 South High Street		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43215		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2142072	CAREWORKS	
Registration Number:	2924782	CAREWORKS HEALTHGROUP	
Registration Number:	2869901	CAREWORKS TECHNOLOGIES	
Registration Number:	2429791	VOCWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(614)221-0479		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6142293293		
<b>Email:</b>	todd.samples@baileycavalieri.com		
<b>Correspondent Name:</b>	Todd J. Samples		
<b>Address Line 1:</b>	10 West Broad St		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>NAME OF SUBMITTER:</b>	Todd J. Samples		

OP \$115.00 2142072

Signature:

/Todd Samples/

Date:

03/01/2006

**Total Attachments: 20**

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**SECURITY AGREEMENT**  
**RE: PATENTS TRADEMARKS AND COPYRIGHTS**

THIS SECURITY AGREEMENT RE: PATENTS, TRADEMARKS AND COPYRIGHTS (the "Agreement") is made and entered into as of February 28, 2006 by and between CareWorks of Ohio Ltd., an Ohio limited liability company, with a mailing address at c/o 5500 Glendon Court, Suite 150, Dublin, Ohio 43016 (the "Debtor"), and THE HUNTINGTON NATIONAL BANK, a national banking association, as Agent Bank, with a mailing address at 41 South High Street, HC0810, Columbus, Ohio 43215 (the "Agent Bank").

**Background**

*The following is a mutual statement by the parties of certain factual matters which form the basis of this Agreement.*

**A. Loans.** The Debtor and certain Affiliates of the Debtor, as borrowers (individually, a "Borrower" and collectively, as the "Borrowers"), the Guarantors named therein, The Huntington National Bank, a national banking association ("HNB"), as the Agent Bank and a Lender, and LaSalle Bank, National Association, a national banking association, as a Lender and Participant, have entered into a Loan Agreement of even date herewith (the "Loan Agreement"), pursuant to which the Lenders have agreed to (i) lend to the Borrowers (a) the maximum sum of up to Three Million Dollars (\$3,000,000) under a revolving line of credit (the "Revolving Credit Commitment"), and (b) the maximum sum of up to Three Million Dollars (\$3,000,000) under an interim revolving line of credit (the "Interim Revolving Credit Commitment") and (ii) make a term loan to the Borrowers in the principal amount of Twenty-Six Million Dollars (\$26,000,000) (the "Term Loan"). The Revolving Credit Commitment is evidenced by certain promissory notes of the Borrowers (collectively, the "Revolving Credit Notes"). The borrowings under the Revolving Credit Commitment are sometimes hereinafter referred to as the Revolving Credit Loans. The Interim Revolving Credit Commitment is evidenced by a certain promissory note of the Borrowers (the "Interim Revolving Credit Note"). The borrowings under the Interim Revolving Credit Commitment are sometimes hereinafter referred to as the Interim Revolving Credit Loans. The Term Loan is evidenced by certain Term Notes in the aggregate original principal amount of \$26,000,000 (collectively, the "Term Notes", and, collectively with the Revolving Credit Notes and the Interim Revolving Credit Note, the "Notes"). The Revolving Credit Loans, the Interim Revolving Credit Loans and the Term Loan are hereinafter collectively referred to as the "Loans." Capitalized terms used in this Agreement that are not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

**B. Security Interest.** The Lenders are willing to make the Loans to the Borrowers and to enter into the Loan Documents upon the condition that the Debtor grant to and create in favor of the Agent Bank, for the benefit of the Lenders, security interests in certain property of the Debtor as security for (i) the payment of the Notes and the Revolving Credit Obligations, (ii) the payment of all amounts owing pursuant to this Agreement, the Loan Agreement and the other Loan Documents, and (iii) the performance by the Borrowers of, and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained in this Agreement, the Loan Agreement, the Notes and the other Loan Documents, (iv) the repayment of (a) any amounts the Agent Bank or any Lender may advance or spend for the maintenance or preservation of the Collateral (as defined

hereinafter) and (b) any other expenditures that the Agent Bank or any Lender may make under the provisions of this Agreement or for the benefit of the Borrowers, (v) all amounts owed under any modification, renewals or extensions of any of the foregoing obligations, (vi) any and all obligations, contingent or otherwise, whether now existing or hereafter arising, of the Borrowers to the Agent Bank or any Lender arising under or in connection with any Rate Management Transaction, and (vii) any of the foregoing that arises after the filing of a petition by or against any Borrower under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code §362 or otherwise (collectively, the “Secured Obligations”). The Debtor has determined that the execution and delivery of this Agreement is in furtherance of its limited liability company purposes and in its best interest and that it will derive substantial benefit, whether directly or indirectly, from the execution of this Agreement, having regard for all relevant facts and circumstances.

### **Statement of Agreement**

For and in consideration of the Loans made by the Lenders to the Borrowers, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

**Section 1. Grant of Security Interest in the Collateral; Obligations Secured.** (a) The Debtor hereby:

(1) mortgages, pledges and grants to the Agent Bank, for the benefit of the Lenders, a security interest in, and acknowledges and agrees that the Agent Bank has and shall continue to have a continuing security interest in, any and all right, title and interest of the Debtor, whether now existing or hereafter acquired or arising, in and to the following:

(i) **Patents.** Patents, whether now owned or hereafter acquired, or in which Debtor now has or hereafter acquires any rights (the term “Patent” means and includes (A) all letters patent of the United States of America 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 of America or any other country or any political subdivision thereof, now existing or hereafter acquired, including without limitation registrations, recordings and applications therefor in the United States Patent and Trademark Office or any other country or any political subdivision thereof and (B) all reissues, continuations, continuations-in-part or extensions thereof), including without limitation each Patent listed on Schedule A-1 hereto, and all of the inventions now or hereafter described and claimed in the Debtor’s Patents;

(ii) **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-2 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;

(iii) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Trademarks" means and includes (A) 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 of America, any state thereof or any other country or any political subdivision thereof and (B) all renewals thereof), including without limitation each Trademark application and registration listed on Schedule B-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(iv) **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 B-2 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;

(v) **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 (A) all original works of authorship fixed in any tangible medium of expression, 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 of America, any state thereof or any other country or any political subdivision thereof and (B) all renewals thereof), including without limitation each Copyright registration listed on Schedule C-1 hereto;

(vi) **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 any right to use or exploit any Copyright or Copyright registration of another person), including without limitation the agreements described in Schedule C-2 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; and

(vii) **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 (A) any claim of the Debtor against third parties for damages by reason of past, present or future infringement of any Patent or any Patent licensed under any Patent License, (B) any claims by the Debtor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark 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 of any Trademark licensed under any Trademark License, (C) any claim of the Debtor against third parties for damages by reason of past, present or future infringement of any Copyright or any Copyright licensed under any Copyright License, and (D) any claim of the Debtor against third parties for damages by reason of past, present or future infringement of any Copyright or any Copyright licensed under any Copyright License, and (E) 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 (A), (B), (C) and (D);

all of the foregoing being herein sometimes referred to as the "Collateral"; provided, however, that the Collateral described above shall not include any interest of the Debtor in any contract, license, permit or similar general intangible if the granting of a security interest therein is prohibited by the terms of the written agreement creating or evidencing such contract, license, permit or similar intangible, provided, further, that, notwithstanding anything set forth in the proviso set forth above to the contrary, to the extent not prohibited by law, the Agent Bank shall at all times have a security interest in all rights of the Debtor to payments of money due or to become due under any such contract, license, permit or similar general intangible, and all proceeds thereof, and, if and when the prohibition which prevents the granting of a security interest in any such property is removed, terminated or otherwise becomes unenforceable as a matter of law, the Agent Bank will be deemed to have, and at all times to have had, a security interest in such property and the Collateral will be deemed to include, and at all times to have included, such property; and

(2) in furtherance of granting such security interest, grants, bargains, sells, transfers, conveys and assigns as security to the Agent Bank the Patents, the Patent Licenses, the Copyrights and the Copyright Licenses. Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent Bank of any applications by the Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use

being hereinafter referred to collectively as “Intent-To-Use Applications”), but rather, if and so long as the Debtor Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent Bank on such Intent-To-Use Application as collateral security for the Secured Obligations.

(b) This Agreement, including the security interest granted hereunder, is made and given to secure, and shall secure, the prompt payment or performance in full when due, whether by lapse of time, acceleration or otherwise, of the Secured Obligations.

**Section 2. Continuing Agreement; Termination and Release.** This Agreement is made for collateral purposes only. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Secured Obligations shall have been fully paid and satisfied and all of the Lenders’ obligations to provide credit under the Loan Agreement shall have terminated. Upon such termination of this Agreement, the Agent Bank shall, upon the request and at the expense of the Debtor, forthwith release, assign and transfer, without recourse, and, to the extent applicable, deliver, against receipt and without recourse to the Agent Bank, such of the Collateral as may then be in the possession of the Agent Bank and as shall not have been sold or otherwise applied pursuant to the terms hereof to or on the order of the Debtor. Said release, assignment, transfer and delivery shall include an instrument in form recordable in the United States Patent and Trademark Office and the United States Copyright Office by which the Agent Bank 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 Agent Bank pursuant to this Agreement.

**Section 3. No Release.** Nothing set forth in this Agreement shall relieve the Debtor from the performance of any term, covenant, condition or agreement on the Debtor’s part to be performed or observed under or in respect of any of the Collateral or from any liability to any party under or in respect of any of the Collateral or impose any obligation on the Agent Bank to perform or observe any such term, covenant, condition or agreement on the Debtor’s part to be so performed or observed or impose any liability on the Agent Bank for any act or omission on the part of the Debtor relative thereto or for any breach of any representation or warranty on the part of the Debtor contained in this Agreement or under or in respect of the Collateral or made in connection herewith or therewith.

**Section 4. Use of Collateral.** Notwithstanding anything to the contrary contained herein, until an Event of Default has occurred and is continuing and until otherwise notified by the Agent Bank, the Debtor may continue to exploit, license, use, enjoy and protect the Collateral throughout the world and the Agent Bank 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. In furtherance of the foregoing but subject to Sections 9 and 10 hereof, the Agent Bank grants to the Debtor an exclusive, perpetual, world-wide, royalty-free right and license, with the

right to exploit, license, use, enjoy and protect the Patents, the Patent Licenses, the Copyrights and the Copyright Licenses for any and all purposes.

**Section 5. Representations and Warranties of the Debtor.** The Debtor hereby represents and warrants to the Agent Bank as follows:

(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. The Debtor's rights in the Collateral are and shall remain free and clear of any lien, pledge, security interest, encumbrance, 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 Permitted Liens. The Debtor has made no previous assignment, conveyance, transfer or agreement in conflict with the liens granted hereby. The Debtor further represents and warrants to the Agent Bank that Schedules A-1, A-2, B-1, B-2, C-1 and G-2 hereto, respectively, are true and correct lists of all Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses owned or used by the Debtor as of the date hereof and that Schedules A-1, A-2, B-1, B-2, C-1 and C-2 are true and correct in all material respects with respect to the matters set forth therein as of the date hereof.

(b) The Debtor has made all necessary filings and recordations to protect its interests in the Collateral in each case to the extent a failure to do so could reasonably be expected to have a Material Adverse Effect.

(c) The Debtor owns directly or has rights to use all the Collateral and all rights with respect to any of the foregoing used in or necessary for the business of the Debtor in the ordinary course as presently conducted, except where the failure to own or have such rights would not have a Material Adverse Effect. The use of the Collateral and all rights with respect to the foregoing by the Debtor does not, to the actual knowledge of the Debtor, infringe, in any material respect, on the rights of any party, nor, to Debtor's knowledge, has any claim of such infringement been made.

(d) Upon appropriate filings and the acceptance thereof in the appropriate offices under the Uniform Commercial Code, in the United States Patent and Trademark Office and the United States Copyright Office, this Agreement will create a valid and duly perfected lien on and security interest in the Collateral located in the United States of America effective against purchasers from and creditors of the Debtor, subject to no prior liens or encumbrances other than Permitted Liens.

**Section 6. Covenants and Agreements of the Debtor.** The Debtor hereby covenants and agrees with the Agent Bank as follows:

(a) On a continuing basis, the Debtor will, at the expense of the Debtor, subject to any prior licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder, make, execute, acknowledge and



deliver, and file and record in the proper filing and recording places within the United States of America, all such instruments, including without limitation appropriate financing and continuation statements and collateral agreements, and take all such action as may reasonably be deemed necessary or advisable by the Agent Bank (i) to carry out the intent and purposes of this Agreement, (ii) to assure and confirm to the Agent Bank the grant or perfection of the security interest in the Collateral intended to be created hereby, subject to no prior Liens or encumbrances other than Permitted Liens, for the benefit of the Agent Bank or (iii) to enable the Agent Bank to exercise and enforce its rights and remedies hereunder with respect to the Collateral.

(b) Without limiting the generality of the foregoing paragraph (a) of this Section 6, the Debtor (i) will not enter into any agreement that would materially impair or conflict with the Debtor's obligations hereunder; (ii) will, promptly following its becoming aware thereof, notify the Agent Bank of (x) any final adverse determination in any proceeding in the United States Patent and Trademark Office or the United States Copyright Office that could reasonably be expected to have a Material Adverse Effect or (y) the institution of any proceeding or any adverse determination in any federal, state, local or foreign court or administrative body 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, in each case, that could reasonably be expected to have a Material Adverse Effect; (iii) will preserve and maintain all rights in the Collateral, unless no longer used in the ordinary course of the Debtor's business or no longer deemed necessary to the Debtor's business; (iv) will not grant or permit to exist any lien or encumbrance upon or with respect to the Collateral or any portion thereof except Permitted Liens and will not execute any security agreement or financing statement covering any of the Collateral except in favor of the Agent Bank or, subject to the provisions of the Intercreditor Agreement, the Mezzanine Lender; (v) will not permit to lapse or become abandoned (unless no longer used in the ordinary course of the Debtor's business or no longer deemed necessary to the Debtor's business), or settle or compromise any pending or future material litigation or material administrative proceeding with respect to any Collateral that could reasonably be expected to have a Material Adverse Effect without the prior written consent of the Agent Bank (which consent shall not be unreasonably withheld), or, except for licenses of Collateral in the ordinary course of business, contract for sale or otherwise sell, convey, assign or dispose of, or grant any option with respect to, the Collateral or any portion thereof; (vi) upon the Debtor obtaining knowledge thereof, will promptly notify the Agent Bank in writing of any event that could reasonably be expected to have a Material Adverse Effect on the value of any of the Collateral, the ability of the Debtor or the Agent Bank to dispose of any such Collateral or the rights and remedies of the Agent Bank in relation thereto, including without limitation a levy or threat of levy or any legal process against any such Collateral that could reasonably be expected to have a Material Adverse Effect; (vii) will diligently keep reasonable records respecting the Collateral; (viii) hereby authorizes the Agent Bank, in its sole discretion, to file one or more financing or continuation statements relative to all or any part of the Collateral without the signature of the Debtor where permitted by law (and the Collateral Agent agrees to provide the Debtor notice after any such filing is made pursuant to this clause (viii), provided the failure to give

such notice shall not affect the validity or enforceability of the relevant filing; (ix) will furnish to the Agent Bank from time to time statements and schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as the Agent Bank may reasonably request, all in reasonable detail; (x) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, licenses fees and similar taxes or impositions payable in respect of the Collateral except to the extent being contested in good faith by appropriate proceedings which prevent the enforcement of the matter being contested (and for which the Debtor has established adequate reserves) and do not interfere with the business of the Debtor in the ordinary course or unless no longer necessary to the Debtor's business; and (xi) comply in all respects with all laws, rules and regulations applicable to the Collateral except where the failure to so comply would not reasonable be expected to have a Material Adverse Effect.

(c) If, before the Secured Obligations shall have been paid and satisfied in full, the Debtor shall obtain any rights to or become entitled to the benefit of any new patent, patent application, service mark, trade name, trademark, trademark application, trademark registration, copyright, copyright application, copyright registration, license renewal or extension, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and the same shall automatically constitute Collateral and be and become subject to the assignment, lien and security interest created hereby, as the case may be, without further action by any party, all to the same extent and with the same force and effect as if the same had originally been Collateral hereunder. If the Debtor so obtains or becomes entitled to any of the rights described above which are material, the Debtor shall promptly give written notice thereof to the Agent Bank. The Debtor agrees to confirm the attachment of the lien and security interest created hereby to any such rights described above by execution of instruments, including, but not limited to, instruments for recordation with the United States Patent and Trademark Office and the United States Copyright Office, in form and substance acceptable to the Agent Bank.

(d) The Debtor shall promptly notify the Agent Bank of any future Collateral and, upon receipt of such notice by the Agent Bank, Schedules A-1, A-2, B-1, B-2, C-1 and C-2 hereto shall be deemed amended to include reference to any such future Collateral.

(e) The Debtor shall prosecute diligently applications for the Patents, Trademarks and Copyrights now or hereafter pending and make application on unpatented but patentable inventions and registrable but unregistered Trademarks and Copyrights, that, in each case, in the Debtor's reasonable judgment would be materially beneficial to the business of the Debtor in the ordinary course as presently, and as now contemplated will be, conducted, file and prosecute opposition and cancellation proceedings and perform all acts necessary to preserve and maintain all rights in the Collateral, unless as to any Patent, Trademark or Copyright, in the reasonable judgment of the Debtor, such Patent, Trademark or Copyright has become immaterial or obsolete to

such business of the Debtor. Any expenses incurred in connection with such actions shall be borne by the Debtor.

(f) The Debtor will, with respect to the Collateral, comply with the provisions regarding insurance contained in Section 6.5 of the Loan Agreement.

(g) The Debtor shall not abandon any right to file any material patent application, trademark application, service mark application, copyright application, patent, trademark or copyright without the prior written consent of the Agent Bank, which consent shall not be unreasonably withheld.

**Section 7. Supplements; Further Assurances.** The Debtor (i) agrees that it will join with the Agent Bank in executing and, at its own expense, file and refile, or permit the Agent Bank to file and refile, such financing statements, 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 and the United States Copyright Office) as the Agent Bank may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Agent Bank hereunder and (ii) hereby authorizes the Agent Bank to file and refile 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 Agent Bank such additional instruments and documents, as the Agent Bank may require to carry into effect the purposes of this Agreement or to better assure and confirm unto the Agent Bank its respective rights, powers and remedies hereunder. All of the foregoing are to be at the sole cost of the Debtor. Any reasonable costs of the foregoing incurred by the Agent Bank shall be payable by the Debtor within ten (10) Business Days after demand therefor, and shall constitute additional Secured Obligations.

**Section 8. The Agent Bank May Perform.** If the Debtor fails to perform any agreement contained herein after receipt of a written request to do so from the Agent Bank, the Agent Bank may itself (upon ten (10) days' prior written notice to the Debtor unless the Agent Bank in good faith determines that immediate payment or performance is reasonably necessary to protect or preserve the Collateral), but shall not be obligated to, perform, or cause performance of, such agreement, and the reasonable expenses of the Agent Bank, including the reasonable fees and expenses of its counsel, so incurred in connection therewith shall be payable by the Debtor.

**Section 9. Remedies.** Upon the occurrence and during the continuation of any Event of Default, the Agent Bank shall have, in addition to all other rights provided herein, in the Loan Agreement or by law, the rights and remedies of a the Agent Bank under the Uniform Commercial Code, and further the Agent Bank may, without demand and without advertisement, notice (except as required by law), hearing or process of law, all of which the Debtor hereby waives, at any time or times, sell and deliver any or all of the Collateral at public or private sale, for cash, upon credit or otherwise, at such prices and upon such terms as the Agent Bank deems advisable, in its sole discretion. In addition to all other sums due the Agent Bank hereunder, the Debtor shall pay the Agent Bank all reasonable costs and expenses incurred by the Agent Bank,

including reasonable attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of the Collateral or the Secured Obligations or in the prosecution or defense of any action or proceeding by or against the Agent Bank or the Debtor concerning any matter arising out of or connected with this Agreement or the Collateral or the Secured Obligations.

Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default, the Agent Bank may to the full extent permitted by applicable law, with ten (10) days' prior notice to the Debtor, and without advertisement, notice, hearing or process of law of any kind, all of which the Debtor hereby waives, (i) exercise any and all rights as beneficial and legal owner of the Collateral, including without limitation any and all consensual rights and powers with respect to the Collateral and (ii) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to use, any or all of the Collateral or any part hereof, in each case free of all rights and claims of the Debtor therein and thereto, but subject to any existing licenses in the Collateral permitted under the terms of this Agreement. In that connection, the Agent Bank shall have the right to cause any or all of the Collateral to be transferred of record into the name of the Agent Bank or its nominee as well as the right to impose (i) such limitations and restrictions on the sale or assignment of the Collateral as the Agent Bank may deem to be necessary or appropriate to comply with any law, rule or regulation, whether federal, state or local, having applicability to the sale or assignment and (ii) requirements for any necessary governmental approvals.

Failure by the Agent Bank to exercise any right, remedy or option under this Agreement or any other agreement between the Debtor and the Agent Bank or provided by law, or delay by the Agent Bank in exercising the same, shall not operate as a waiver; no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. Neither the Agent Bank nor any party acting as attorney for the Agent Bank shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The rights and remedies of the Agent Bank under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Agent Bank may have.

**Section 10. Power of Attorney.** The Debtor hereby irrevocably appoints the Agent Bank, its nominee, or any other person whom the Agent Bank may designate as the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor, the Agent Bank or otherwise, upon the occurrence and during the continuation of any Event of Default, or if the Debtor fails to perform any agreement contained herein within ten (10) days after the Agent Bank's written request, then to the extent necessary to enable the Agent Bank to perform such agreement itself, from time to time in the Agent Bank's discretion, to take any action and to execute any instrument which the Agent Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation to record an assignment of the Trademarks and Trademark Licenses, if any, to the Agent Bank with the United States Patent and Trademark Office, to prosecute diligently any Patent, Trademark or Copyright or any application for Patents, Trademarks or Copyrights pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to make application on unpatented but patentable inventions and registrable but unregistered Trademarks or Copyrights, to file and prosecute opposition and cancellation proceedings, to do all other acts

necessary or desirable to preserve all rights in Collateral and otherwise to file any claims or take any action or institute any proceedings which the Agent Bank may deem necessary or desirable to accomplish the purpose of this Agreement. The Debtor hereby ratifies and approves all acts of any such attorney and agrees that neither the Agent Bank nor any such attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The foregoing power of attorney, being coupled with an interest, is irrevocable until the Secured Obligations have been fully paid and satisfied.

**Section 11. Application of Proceeds.** The proceeds and avails of the Collateral at any time received by the Agent Bank upon the occurrence and during the continuation of any Event of Default shall, when received by the Agent Bank in cash or its equivalent, be applied by or at the direction of the Agent Bank in the following manner:

(a) First, to the payment or reimbursement of all reasonable advances, expenses and disbursements of the Agent Bank (including, without limitation, the reasonable fees and disbursements of its counsel and agents) incurred in connection with the administration and enforcement of, or the preservation of any rights under, this Agreement or the Loan Agreement or in the collection of the obligations of the Borrowers under the Notes; and

(b) Second, to be applied in any manner desired by the Agent Bank to the satisfaction of the Secured Obligations.

**Section 12. Miscellaneous.** (a) The Debtor hereby indemnifies the Agent Bank and the Lenders for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, reasonable costs, reasonable expenses or disbursements (including reasonable attorneys' fees) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent Bank or any Lender, in any way relating to or arising out of, directly or indirectly, (i) the manufacture, use or sale or other disposition of products or processes utilizing or embodying any Collateral or (ii) any transactions contemplated hereby or any enforcement of the terms hereof, including, but not limited to, any action of, or failure to act by, the Agent Bank in connection with this Agreement; provided, however, that the Debtor shall not be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the Agent Bank.

(b) All communications hereunder shall be in writing and shall be given to the relevant party, and shall be deemed to have been made when given to the relevant party, in accordance with Section 9.1 of the Loan Agreement.

(c) In the event that any provision hereof shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

(d) This Agreement shall be deemed to have been made in this State of Ohio and shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to principles of conflicts of law, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of Ohio. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

(e) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument.

(f) Each of the parties hereto hereby, to the fullest extent permitted by law, waives trial by jury in any action brought under or in connection with this Agreement or any of the other Loan Documents.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement Re: Patents Trademarks and Copyrights to be duly executed as of the date first above written.

**DEBTOR:**

CAREWORKS OF OHIO LTD.,  
an Ohio limited liability company

By: William W. Pfeiffer  
Name: William W. Pfeiffer  
Title: President

Accepted and agreed to by the Agent Bank as of the date first above written.

**LENDER:**

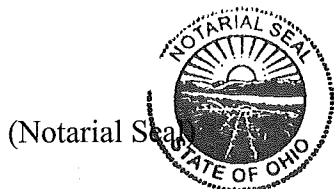
THE HUNTINGTON NATIONAL BANK,  
a national banking corporation, as Agent  
Bank

By: Rick J. Zarnoch  
Rick J. Zarnoch, Vice President

STATE OF OHIO            )  
  ) SS  
COUNTY OF FRANKLIN    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William Pfeiffer, President of Careworks of Ohio, an Ohio limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26<sup>th</sup> day of February, 2006.



TODD J. SAMPLES  
Attorney At Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

Todd J. Samples  
Notary Public  
TODD J. SAMPLES  
(Type or Print Name)

My Commission Expires: n/a

STATE OF OHIO                    )  
  ) SS  
COUNTY OF FRANKLIN        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rick J. Zarnoch, Vice President of The Huntington National Bank, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28<sup>th</sup> day of February 2006.



TODD J. SAMPLES  
Attorney At Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

Todd J. Samples  
Notary Public

TODD J. SAMPLES  
(Type or Print Name)

My Commission Expires: N/A



**SCHEDULE A-1**

**TO SECURITY AGREEMENT  
RE: PATENTS, TRADEMARKS AND COPYRIGHTS**

**U.S. Patent Numbers  
And Pending U.S. Patent Application Numbers**

**None**

**SCHEDULE A-1**

**TO SECURITY AGREEMENT  
RE: PATENTS, TRADEMARKS AND COPYRIGHTS**

**Patent Licenses**

**None**

**SCHEDULE B-1**

**TO SECURITY AGREEMENT  
RE: PATENTS, TRADEMARKS AND COPYRIGHTS**

**Registered Ohio and U.S. Trademarks  
And Trademark Applications**

<u>Type</u>	<u>Mark</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Owner</u>
Ohio Service Mark	COMPWORKS	1326304	06/25/02	CareWorks of Ohio Ltd.
Ohio Service Mark	COMPWORKS	1321987	06/03/02	CareWorks of Ohio Ltd.
Ohio Service Mark	COMPWORKS	1326305	06/25/02	CareWorks of Ohio Ltd.
U.S. Service Mark	CAREWORKS	2,142,072	03/10/98	CareWorks of Ohio Ltd.
U.S. Service Mark	CAREWORKS HEALTHGROUP	2,924,782	02/08/05	CareWorks of Ohio Ltd.
U.S. Service Mark	CAREWORKS TECHNOLOGIES	2,869,901	08/03/04	CareWorks of Ohio Ltd.
U.S. Service Mark	VOCWORKS	2,429,791	02/20/01	CareWorks of Ohio Ltd.

**Pending U.S. Trademark  
Applications**

**Application Serial No.**

**Filing Date**

**None**

**SCHEDULE B-1**  
**TO SECURITY AGREEMENT**  
**RE: PATENTS, TRADEMARKS AND COPYRIGHTS**

**Trademark Licenses**

**None**

**SCHEDULE C-1**

**TO SECURITY AGREEMENT  
RE: PATENTS, TRADEMARKS AND COPYRIGHTS**

**Registered U.S. Copyrights and Copyright Applications**

**None**

**SCHEDULE C-1**  
**TO SECURITY AGREEMENT**  
**RE: PATENTS, TRADEMARKS AND COPYRIGHTS**

**Copyright Licenses**

None