

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Green Spring Health Services, Inc.		04/30/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2354272	ADVOCARE	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart		
Address Line 1:	White & Case LLP		
Address Line 2:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111779-1892		
NAME OF SUBMITTER:	Matthew Bart		
Signature:	/Matthew Bart/		
Date:	06/11/2008		

CH \$40.00 2354272

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GREEN SPRING HEALTH SERVICES, INC., a Delaware corporation (the "Grantor") with principal offices at 6950 Columbia Gateway Drive, Columbia, MD 21046, hereby grants to Deutsche Bank AG, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of April 30, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.


This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
30th day of April, 2008.

GREEN SPRING HEALTH SERVICES, INC.,
as Grantor

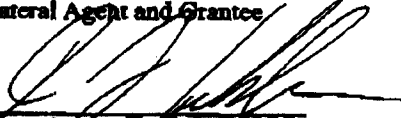
By: 
Name:
Title:

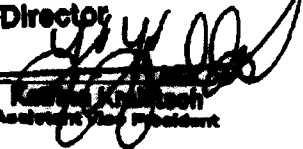
Green Spring Health Services TM Grant

NEWYORK 6594516 (2K)

TRADEMARK
REEL: 003794 FRAME: 0396

DEUTSCHE BANK AG,
as Collateral Agent and Grantee

By: 
Name: **Anthony F. Calabrese**
Title: **Director**

By: 
Name: **Karsten Kuhlmann**
Title: **Assistant Vice President**

Clear Spring TM Cross

NEW YORK 1094716 (11)

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TRADEMARK
REEL: 003794 FRAME: 0397

SCHEDULE A

MARK

REG. NO.

REG. DATE

ADVOCARE

2354272

June 6, 2000