

Lease Agreement #: ALL022207
 Lease Schedule #: 017
 Lessee: Allied Health Care Services, Inc.

ASSIGNMENT

(Relating to Loans on the Security of Present and Future Leases)

For Value Received, the undersigned ("Lessor") hereby collaterally assigns to M&I MARSHALL & ILSLEY BANK ("M&I"), its successors and assigns, all of Lessor's right, title and interest (including the right to receive rent now or hereafter owing) in and to the following described Lease and in and to any and all Lease Collateral:

| Lessee's Name and Address | Lease Number | Lease Date | Lease Schedule | Schedule Date | Collateral Description | Monthly Basic Rent (exclusive of sales and use tax) | Number of Monthly Payments Remaining as of the Date of this Assignment |
|---|--------------|------------|----------------|---------------|---------------------------|---|--|
| Allied Health Care Services, Inc., 89 Main St, Orange, NJ 07051 | ALL022207 | 2/22/07 | 017 | 6/1/08 | (50) LifeCare Ventilators | (18) @ \$3,270.78 (40) @ \$6,000.00 | 58 |

This Assignment is made in connection with and constitutes an "Assignment" under that certain Security Agreement (Relating to Loans on the Security of Present and Future Leases) dated as of October 27, 2006 by and between Lessor and M&I (the "Security Agreement"), and the Lease described herein and the Equipment leased under such Lease are hereby made subject to the Security Agreement.

This Assignment does not transfer to M&I the Equipment leased under the above-described Lease. Rather, this Assignment transfers only Lessor's rights to payment and other rights under the above-described Lease and grants M&I a security interest in the Equipment as provided in paragraph 2 of the Security Agreement.

Dated: June 3, 2008

FIRST PREMIER CAPITAL LLC

By: [Signature]

Its: [Signature]

EXHIBIT

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