

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rest Assured, LLC	12/22/2010
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6995664
Application Number:	12632266
Application Number:	12027031
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	36084-34900
NAME OF SUBMITTER:	Dusan Clark
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EXECUTION COPY

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, this "Agreement") is entered into as of December 22, 2010 by and among Onex Rescare Holdings Corp., a Delaware corporation ("Holdings"), Onex Rescare Acquisition, LLC, a Delaware limited liability company (the "LLC Co-Borrower"), ResCare, Inc., a Kentucky corporation (the "Corporate Co-Borrower" and, together with the LLC Co-Borrower, collectively, the "Borrower"), the Subsidiaries of the Borrower listed on the signature pages hereto (such Subsidiaries, together with Holdings and the Borrower, the "Grantors") and JPMorgan Chase Bank, N.A., as administrative agent (the "Agent") on behalf of itself and on behalf of the "Holders of Secured Obligations" (as such term is defined in the below described Pledge and Security Agreement).

WITNESSETH:

WHEREAS, the Grantors, the Agent and certain financial institutions (the "Lenders") are parties to that certain Amended and Restated Credit Agreement dated as of the date hereof (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), which Credit Agreement amends and restates in its entirety the Previous Credit Agreement and the Previous Guaranty Agreement (each as defined in the Credit Agreement), pursuant to which the Lenders may, from time to time, make loans, advances, and other financial accommodations to or for the benefit of the Borrower;

WHEREAS, the Grantors and the Agent are parties to that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Pledge and Security Agreement"), which Pledge and Security Agreement amends and restates in its entirety the Existing Security Agreement (as defined in the Pledge and Security Agreement), pursuant to which each Grantor has granted a security interest in substantially all of its assets to the Agent for the benefit of the Agent and the Holders of Secured Obligations;

WHEREAS, the Credit Agreement, among other things, re-evidences (i) the Corporate Co-Borrower's outstanding obligations under the Previous Credit Agreement and (ii) the Grantors' obligations under the Previous Guaranty Agreement, and provides, subject to the terms thereof, for future extensions from time to time of credit and other financial accommodations by the Lenders to the Borrower;

WHEREAS, the Lenders have required the Grantors to execute and deliver the Patent Security Agreement dated as of January 28, 2010 (the "Existing Patent Agreement") (i) in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations (such obligations and liabilities, as re-evidenced by the Credit Agreement, being hereinafter referred to as the "Liabilities") and (ii) in connection with the making of any loans, advances and any other financial accommodations by the Lenders under the Previous Credit Agreement; and

WHEREAS, each Grantor party to the Existing Patent Agreement wishes to reaffirm its obligations under the terms of the Existing Patent Agreement and wishes to amend and restate the terms of the Existing Patent Agreement;

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

1. Defined Terms.

(i) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Pledge and Security Agreement shall have the meaning specified for such term in the Pledge and Security Agreement.

(ii) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Reaffirmation and Security Interest in Patents. Each Grantor party to the Existing Patent Agreement reaffirms the security interest granted under the terms and conditions of the Existing Patent Agreement (including, without limitation, any filing made in connection therewith) and agrees that such security interest remains in full force and effect and is hereby ratified, reaffirmed and confirmed in order to secure the prompt and complete performance of the Liabilities with the same force, effect and priority in effect both immediately prior to and after entering into this Agreement. Each Grantor party to the Existing Patent Agreement acknowledges and agrees with the Agent that the Existing Patent Agreement is amended, restated and superseded in its entirety pursuant to the terms hereof. Furthermore, to secure the complete and timely payment, performance and satisfaction of all of the Liabilities, each Grantor hereby grants to the Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests (except any Lien permitted under Section 7.01 of the Credit Agreement and subject to the rights of the parties described on Schedule A), with power of sale to the extent permitted by applicable law, all of such Grantor's now owned or existing and hereafter acquired or arising:

(i) patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent applications listed on Schedule B attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) in this paragraph 3(i) are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(ii) rights under or interests in any patent license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, those patent license agreements listed on Schedule C attached hereto and made a part hereof, and after the occurrence and during the continuance of an Event of Default the right to prepare for sale and sell any and all inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing or anything herein or in any other Loan Document to the contrary, nothing hereunder or thereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Agent or any Holder of Secured Obligations with respect to such Grantor's interest in any License, contract right, license agreement or any other general intangible (each such License, contract right, license agreement and other general intangible being hereinafter referred to as "Excluded Property"), if the granting of a security interest therein by such Grantor to the Agent or any Holder of Secured Obligations is prohibited by the terms and provisions of the agreement, document or instrument creating, evidencing or granting a security interest in such Excluded Property or rights related thereto; provided, however, that if and when the prohibition which prevents the granting by such Grantor to the Agent of a security interest in any Excluded Property is removed or otherwise terminated, the Agent will be deemed to have, and at all times to have had, a security interest in such Excluded Property.

Notwithstanding the foregoing or anything herein to the contrary, nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Agent or any Holder of Secured Obligations with respect to any Excluded Assets (as defined in the Pledge and Security Agreement) of the Grantors.

4. Restrictions on Future Agreements. Except as otherwise permitted by the Credit Agreement, no Grantor shall, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement or the other Loan Documents, and each Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Patents or Licenses.

5. New Patents and Licenses. Each Grantor represents and warrants that, as of the Closing Date, (i) the Patents listed on Schedule B include all of the patents and patent applications now owned or held by such Grantor, (ii) the Licenses listed on Schedule C include all of the patent license agreements under which such Grantor is the licensee or licensor and (iii) except for any Lien permitted by Section 7.01 of the Credit Agreement and subject to the rights of the parties described on Schedule A, no liens, claims or security interests in such Patents and Licenses have been granted by such Grantor to any Person other than the Agent. If, prior to the termination of this Agreement, any Grantor shall (a) obtain rights to any new patentable inventions, (b) become entitled to the benefit of any patent, patent application, license or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent or License, or (c) enter into any new patent license agreement, the provisions of paragraph 3 above shall automatically apply thereto. Each Grantor shall give to the Agent written notice of events described in clauses (a), (b) and (c) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Each Grantor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule B to include any future patents and patent applications of such Grantor, and by amending Schedule C to include any future patent license agreement of such Grantor, which are Patents or Licenses under paragraph 3 above or under this paragraph 5, and (ii) by filing in the United States Patent and Trademark

Office, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule B or C thereto, as the case may be, such future patents, patent applications and license agreements.

6. Royalties. Each Grantor hereby agrees that the use by the Agent of the Patents and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies to the extent expressly permitted under paragraph 14 or pursuant to the Pledge and Security Agreement after the occurrence and during the continuance of an Event of Default shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or any other Holder of Secured Obligations to such Grantor.

7. Further Assignments. Except as otherwise permitted by the Credit Agreement, each Grantor agrees (i) not to sell or assign its respective interests in any Patents or the Licenses or grant any license under the Patents without the prior written consent of the Agent and (ii) to maintain the quality of the products using such Patents or Licenses at a level sufficient to preserve such Patents and Licenses.

8. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Patents and Licenses and shall terminate only when (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Liabilities (other than in respect of expense reimbursement obligations for which no claim has been made) have been indefeasibly paid and performed in full and no commitments of the Administrative Agent or the Holders of Secured Obligations which would give rise to any Liabilities are outstanding (unless, in connection with Letters of Credit, the Outstanding Amount of the L/C Obligations related thereto has been Cash Collateralized or a backstop letter of credit reasonably satisfactory to the applicable L/C Issuer is in place). When this Agreement has terminated, the Agent shall promptly execute and deliver to each Grantor, at such Grantor's expense, all termination statements and other instruments and take such other actions as may be necessary or proper to terminate the Agent's security interest in the Patents and the Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Pledge and Security Agreement.

9. Duties of the Grantors. Each Grantor shall have the duty, to the extent reasonably necessary or otherwise desirable in the normal conduct of such Grantor's business, as determined in the reasonable discretion of such Grantor, to: (i) reasonably prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for registration for unpatented but patentable inventions. Each Grantor further agrees (i) not to abandon any Patent or License, to the extent reasonably necessary or otherwise desirable in the normal conduct of such Grantor's business, as determined in the reasonable discretion of such Grantor, without the prior written consent of the Agent, which consent shall not be unreasonably withheld, and (ii) to use commercially reasonable efforts to maintain in full force and effect the Patents and the Licenses that are or shall be necessary or otherwise desirable, as determined in the Grantor's reasonable discretion, in the operation of such Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the applicable Grantor. Neither the Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Patents and Licenses. Without limiting the generality of the foregoing, neither the Agent nor any of the Holders of Secured Obligations shall be under any obligation to take any steps necessary to preserve rights in the Patents or Licenses against any other parties, but the Agent may do so at its option from and after the occurrence of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of the applicable Grantor and shall be added to the Liabilities secured hereby.

10. The Agent's Right to Sue. Following the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Patents and the Licenses and, if the Agent shall commence any such suit, each Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. The applicable Grantor shall, upon demand, promptly reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

11. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by any Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Grantor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to the applicable Grantor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. Following the occurrence and during the continuance of an Event of Default, each Grantor hereby irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as such Grantor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in such Grantor's or the Agent's name, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, after the giving by the Agent of written notice to such Grantor of the Agent's intention to enforce its rights and claims against such Grantor, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or otherwise desirable for the Agent in the use of the Patents or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Patents or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Patents or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Patents or the Licenses as the Agent deems in its own or the Holders of Secured Obligations' best interest. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities shall have been paid in full and the Credit Agreement and the other Loan Documents shall have been terminated. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or the other Holders of Secured Obligations under the Pledge and Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Patents and Licenses, each Grantor agrees to assign, convey and otherwise transfer title in and to the Patents and the Licenses to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Patents and the Licenses, whether established hereby, by the Pledge and Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Pledge and Security Agreement and any of the other Loan Documents. Each Grantor agrees that any notification of intended disposition of any of the Patents and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition. Notwithstanding anything herein to the contrary, in no event shall the rights and remedies of the Agent, any Holder of Secured Obligations or any of their respective designees or representatives, granted hereunder or any other Loan Document, be construed to permit any such Person to take any action or fail to act in violation of any law or the terms and conditions of any License or other agreement or document covering any of the collateral granted to the Agent hereunder.

15. Successors and Assigns. This Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and their respective nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however, except as otherwise permitted by the Credit Agreement, that no Grantor shall voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement and the Pledge and Security Agreement.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Merger. This Agreement represents the final agreement of each Grantor and the Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between any Grantor and the Agent or any Holder of Secured Obligations.

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Schedule A
to
Patent Security Agreement
Rights of Third Parties

WC Technologies, LLC, one of the members of Rest Assured, LLC, a Grantor (“Rest Assured”), and its affiliates, have retained certain rights with regard to the intellectual property of Rest Assured, as provided in Section 11.1 of that certain Operating Agreement applicable to Rest Assured dated as of April 3, 2006.

Schedule B

to

Patent Security Agreement

Patents and Patent Applications

Patent	Owner	Registration
Remote Supervisions system and method	Rest Assured, LLC	Patent No. 6995664
Remote Supervisions system and method	Rest Assured, LLC	Pending 12/632266
Remote Supervisions system and method	Rest Assured, LLC	Pending 12/027031

Schedule C
to
Patent Security Agreement
License Agreements

WC Technologies, LLC, one of the members of Rest Assured, LLC, a Grantor (“Rest Assured”), and its affiliates, have retained a non-exclusive, royalty-free, perpetual license to use, sublicense, create derivative works, develop, modify, enhance and otherwise distribute the intellectual property of Rest Assured, as provided in Section 11.1 of that certain Operating Agreement applicable to Rest Assured dated as of April 3, 2006.