

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tender Loving Care Health Care Services of New England, LLC		02/14/2005	a limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Collateral Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2390139	STAFF BUILDERS HEAL AT HOME ADVANCED WOUND CARE
Registration Number:	2212256	BALANCING ACT DIABETES INDEPENDENCE PROGRAM
Registration Number:	2319723	AT EASE
Registration Number:	2213802	RESTORE FAMILY BEHAVIORAL HEALTH
Registration Number:	2185512	TOTAL HEART CARDIAC MANAGEMENT
Registration Number:	2543233	SIMPLY BREATHE

CORRESPONDENCE DATA

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2136836339
 Email: claudiaimmerzeel@paulhastings.com
 Correspondent Name: Paul Hastings Janofsky & Walker LLP
 Address Line 1: 515 S. Flower Street, 25th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90071

OP \$165.00 2390139

NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	02/22/2005

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT
(TENDER LOVING CARE HEALTH CARE SERVICES OF NEW ENGLAND, LLC.)

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of February 14, 2005, is made by **TENDER LOVING CARE HEALTH CARE SERVICES OF NEW ENGLAND, LLC.**, a Delaware limited liability company ("Pledgor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation, as collateral agent for **TLC FUNDING CORP.**, a Delaware corporation ("TLC Funding") (in such capacity, together with its successors and assigns, if any, in such capacity, "Collateral Agent"), with reference to the following:

WHEREAS, TLC Funding, TLC Health Care Services, Inc., a Delaware corporation ("Company"), and Collateral Agent are entering into that certain Registered Lease and License Financing and Purchase Option Agreement dated as of February 14, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Lease Agreement") pursuant to which TLC Funding will lease certain assets and license certain intangible assets to the Company, and Collateral Agent shall act as collateral agent for TLC Funding;

WHEREAS, TLC Funding, the Company, Collateral Agent, FIIA Limited, a Cayman Islands limited liability company, and First Islamic Investment Funding Limited, a Cayman Islands limited liability company, are entering into that certain Working Capital Murabaha Facility Agreement dated as of February 14, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Murabaha Facility Agreement") pursuant to which TLC Funding will make available to the Company a working capital murabaha facility of up to \$24,000,000, and Collateral Agent shall act as collateral agent for TLC Funding;

WHEREAS, Pledgor has executed and delivered that certain General Continuing Guaranty (Subsidiaries) dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") in favor of Collateral Agent for the benefit of TLC Funding;

WHEREAS, Pledgor and the other Subsidiaries of Company signatories thereto have executed that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Subsidiary Security Agreement"), in favor of Collateral Agent for the benefit of TLC Funding;

WHEREAS, Pledgor desires to secure its obligations under the Guaranty by executing and delivering this Agreement to Collateral Agent for filing with the PTO and with any other relevant agencies in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Collateral Agent's existing security interests in the Trademark Collateral (as defined herein); and

WHEREAS, Pledgor is a Subsidiary of the Company and will benefit by virtue of the lease of certain assets to the Company under the Lease Agreement and the extension of the

facilities and other financial accommodations under the Murabaha Facility Agreement to the Company; and

WHEREAS, to induce TLC Funding to enter into the Lease Agreement, the Murabaha Facility Agreement and other agreements and documents ancillary thereto, Pledgor desires to pledge, grant, transfer, and assign Collateral Agent, for the benefit of TLC Funding, a security interest in the Trademark Collateral (as hereinafter defined) to secure the Obligations (as hereinafter defined), as provided herein.

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and each intending to be bound hereby, Collateral Agent and Pledgor agree as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement, and such definitions shall remain effective for purposes of such incorporation herein notwithstanding any termination of the Lease Agreement. As used in this Agreement, the following terms shall have the following meanings:

“Agreement” has the meaning set forth in the preamble hereto, and any joinders, extension, riders, supplements, notes, amendments or modifications to or in connection hereof.

“Bankruptcy Code” means the United States Bankruptcy Code (11 U.S.C. § 101 et seq.), as amended, and any successor statute.

“Collateral Agent” has the meaning set forth in the preamble hereto.

“Event of Default” has the meaning set forth in Section 8.

“Guaranty” has the meaning set forth in the recitals to this Agreement.

“Junior Obligations” means all Lease Obligations owing with respect to Group B Acquisition Cost or Group C Acquisition Cost, including all unpaid Acquisition Cost allocated to those groups, all Rent payable with respect to the Rental Rate B or the Rental Rate C, and all fees and expenses specifically related to the foregoing.

“Junior Security Interest” has the meaning specified therefor in Section 2(a)(ii).

“Lease Agreement” has the meaning set forth in the recitals to this Agreement.

“Lease Obligations” means all payments of Rent and all Supplemental Payments (including, without limitation, any Rent payments, Supplemental Payments and/or late fees with respect thereto which become due after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Company whether or not allowed or allowable as a claim in any such proceeding) and all other amounts now or hereafter

payable by the Company and all other expenses, expense reimbursements, indemnities, obligations or liabilities now existing or hereafter arising or incurred (including, without limitation, any amounts which accrue after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Company, whether or not allowed or allowable as a claim in any such proceeding) on the part of the Company for which the Company is responsible under or pursuant to the Lease Agreement, any other Lease Document, the Supplemental Agreement or any Company Security Document, whether or not evidenced by notes or other instruments, and whether such obligations or liabilities are direct or indirect, fixed or contingent, liquidated or unliquidated, due or to become due, secured or unsecured, joint, several or joint and several, and indemnities and fees, costs and expenses, whether primary, secondary, direct, contingent, fixed or otherwise, together in each case with all renewals, modifications, consolidations or extensions thereof.

“Murabaha Documents” means the Murabaha Facility Agreement and any and all other documents and agreements including, without limitation, acknowledgments and consents with respect thereto, assignments thereof and exhibits thereto, delivered in connection with the Murabaha Facility Agreement, all as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Murabaha Facility Agreement” has the meaning set forth in the recitals to this Agreement.

“Obligations” means the “Secured Obligations” as defined in the Subsidiary Security Agreement.

“Pledgor” has the meaning set forth in the preamble hereto.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Pledgor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Pledgor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Record” means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

“Secured Party” means, individually and collectively, each of Collateral Agent and TLC Funding.

“Senior Obligations” means all Obligations other than the Junior Obligations.

“Senior Security Interest” has the meaning specified therefor in Section 2(a)(i).

“Subsidiary Security Agreement” has the meaning set forth in the recitals to this Agreement.

“TLC Funding” has the meaning set forth in the preamble hereto.

“Trademark Collateral” means all of Pledgor’s right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered:

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and other indicia of source, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Pledgor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any state of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Pledgor’s name or in the name of Collateral Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the “Trademarks”);

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Pledgor’s business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

“Trademarks” has the meaning set forth in the definition of Trademark Collateral.

“Transaction Documents” means this Agreement, the Lease Agreement, the other Lease Documents, the Supplemental Agreement, the other Company Security Documents (including the Guaranty and the Subsidiary Security Agreement) and the Murabaha Documents.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term “including” is not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references are to this Agreement unless otherwise specified. All of the exhibits or schedules attached to this Agreement shall be deemed incorporated herein by reference. Any reference in this Agreement or in any of the other Transaction Documents to this Agreement or to any of the other Transaction Documents shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth therein). In the event of a direct conflict between the terms and provisions of this Agreement and the Lease Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Lease Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Pledgor and supplemental rights and remedies in favor of Collateral Agent, in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Lease Agreement. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein. The captions and headings are for convenience of reference only and shall not affect the construction of this Agreement. References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

2. Security Interests.

(a) Grant of Security in respect of the Obligations.

(i) To secure the prompt payment and performance of the Senior Obligations, Pledgor hereby grants to Collateral Agent, for the benefit of Secured Party, a continuing security interest (the "Senior Security Interest") in all now existing or hereafter acquired or arising Trademark Collateral.

(ii) To secure the prompt payment and performance of the Junior Obligations, Pledgor hereby grants to Collateral Agent, for the benefit of Secured Party, a continuing security interest (the "Junior Security Interest") in all now existing or hereafter acquired or arising Trademark Collateral.

(iii) Notwithstanding the order or time of attachment, or the order, time or manner of perfection, or the order or time of filing or recordation of any document or instrument, or other method of perfecting a Lien in favor of Collateral Agent in any Trademark Collateral, and notwithstanding any conflicting terms or conditions (relating to or affecting the priority of security interests) which may be contained in any Transaction Document, (i) the Senior Security Interest and the Junior Security Interest shall be considered as separate Liens, and (ii) the Senior Security Interest has and shall have priority over the Junior Security Interest, and such Junior Security Interest is and shall be junior and subordinate to the Senior Security Interest.

(b) Continuing Security Interests. Pledgor hereby agrees that this Agreement shall create continuing security interests in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Licenses. Pledgor may grant licenses of the Trademark Collateral in accordance with the terms of the Lease Agreement or otherwise as agreed to by Collateral Agent in writing.

3. Further Assurances; Appointment of Collateral Agent as Attorney-in-Fact.

Pledgor at its expense shall execute and deliver, or cause to be executed and delivered, to Collateral Agent any and all documents and instruments, in form and substance reasonably satisfactory to Collateral Agent, and take any and all action, which Collateral Agent, in the exercise of its discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interests in the Trademark Collateral held by Collateral Agent for the benefit of Secured Party and to accomplish the purposes of this Agreement. If Pledgor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in accordance with the foregoing, Collateral Agent shall have the right, in the name of Pledgor or otherwise, without notice to or assent by Pledgor, and Pledgor hereby irrevocably constitutes and appoints Collateral Agent (and any of Collateral Agent's officers or employees or agents designated by Collateral Agent) as Pledgor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Pledgor on all or any of such documents or instruments and perform all other acts that Collateral Agent in the exercise of its discretion deems necessary in order to perfect or continue

the perfection of, maintain the priority or enforceability of or provide notice of the security interests in the Trademark Collateral held by Collateral Agent for the benefit of Secured Party, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Pledgor, which Collateral Agent, in the exercise of its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) to execute any and all applications, documents, papers and instruments for Collateral Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Obligations have been fully and finally paid and performed in full and Collateral Agent's obligation to extend financial accommodations under the Transaction Documents is terminated.

4. Representations and Warranties. Pledgor represents and warrants, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Pledgor's existing Trademarks (other than abandoned Trademarks) that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) by Pledgor.

(b) Trademarks Subsisting. Each of Pledgor's Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Pledgor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. To the best of Pledgor's knowledge, (i) Pledgor owns or has rights in and good and defensible title to the Trademark Collateral which is listed on Schedule A, (ii) Pledgor is the sole and exclusive owner of the Trademark Collateral listed on Schedule A, free and clear of any Liens and rights of others (other than Permitted Liens, nonexclusive licenses and liens set forth in Schedule A), including any exclusive licenses and covenants by Pledgor not to sue third persons, and (iii) with respect to any material Trademarks for which Pledgor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Pledgor is not in material default of any of its obligations thereunder, and (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Pledgor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Pledgor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Pledgor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Pledgor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any

other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To the best of Pledgor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Pledgor has not, does not and will not materially infringe upon or materially violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Pledgor has the unqualified right, power and authority to pledge and to grant to Collateral Agent, for the benefit of Secured Party, security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

(f) No holding, decision or judgment has been rendered by any Governmental Authority which would materially limit, cancel and question the validity of any Trademark of the Pledgor.

(g) No action or proceeding is pending which seeks to limit, cancel or question the validity of any Trademark of the Pledgor in any material respect, or which, if adversely determined, would have a material adverse effect on the value of any such Trademark.

(h) All applications pertaining to the Trademarks of the Pledgor have been duly and properly filed, and all registrations pertaining to such Trademarks have been duly and properly issued, and all of such Trademarks are valid and enforceable.

(i) Pledgor has not made or entered into any assignment or agreement which is in conflict with the grant of the security interests in the Trademarks by the Pledgor hereunder.

5. Covenants. So long as any of the Obligations remain unsatisfied, Pledgor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, the Lease Agreement and the other Transaction Documents, and (ii) upon learning of an event that could reasonably be expected to have a material adverse effect on any of the Trademarks and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Pledgor is a licensee, it will promptly give Collateral Agent written notice of such event. Pledgor shall:

(a) (i) Continue to use each material Trademark in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain the same level of quality for products and services offered under each Trademark as maintained in the past, (iii) employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Collateral Agent, for the benefit of TLC Funding, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee

thereof to) do any act or knowingly omit to do any act whereby any material Trademark may become invalidated.

(b) Promptly notify the Collateral Agent if it knows, or has reason to know, that any application or registration relating to any material Trademark may become abandoned, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in Canada or in any other country) regarding Pledgor's ownership of any such Trademark or its right to register the same or to keep, maintain and use the same.

(c) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in Canada or in any other country or any political subdivision thereof, to maintain and pursue each application, to obtain the relevant registration and to maintain the registrations for each of the Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) Promptly notify the Collateral Agent and TLC Funding after it learns that any Trademark included in the Trademark Collateral is infringed, misappropriated or diluted by a third party to an extent that could reasonably be expected to have a Material Adverse Effect and promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as it shall reasonably deem appropriate under the circumstances to protect such Trademark.

(e) Not make or enter into any assignment or agreement in conflict with the security interests in the Trademarks of Pledgor hereunder.

6. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until Collateral Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Pledgor shall obtain rights to any new Trademarks, or any reissue or renewal with respect to registered Trademarks or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Pledgor shall give to Collateral Agent prompt notice thereof. Pledgor shall do all things deemed necessary by Collateral Agent in the exercise of its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Collateral Agent in any such future acquired Trademark Collateral. If Pledgor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in connection herewith, Pledgor hereby authorizes Collateral Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Pledgor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Collateral Agent and TLC Funding. Notwithstanding any provision contained in this Agreement, neither the Collateral Agent nor TLC Funding shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Pledgor or any other Person for any failure to do so or delay in doing so. Neither of Collateral Agent nor TLC Funding shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral other than the exercise of commercially reasonable behavior in accordance with applicable law.

8. Events of Default. The occurrence of an Event of Default (as such term is defined in the Lease Agreement) or an Event of Default (as such term is defined in the Murabaha Facility Agreement) shall each constitute an "Event of Default" hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Collateral Agent shall have all rights and remedies available to it under the Transaction Documents and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Pledgor hereby agrees that such rights and remedies include the right of Collateral Agent, on behalf of Secured Party, to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Pledgor hereby agrees that Collateral Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Transaction Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Pledgor in which Collateral Agent has a security interest, including Collateral Agent's rights to sell inventory, tooling or packaging which is acquired by Pledgor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Collateral Agent, in the exercise of its discretion, deems necessary, in the name of Pledgor or Collateral Agent, to enforce or protect any of the Trademark Collateral, in which event Pledgor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent necessary to such enforcement. To the extent that Collateral Agent shall elect not to bring suit to enforce such Trademark Collateral, Pledgor, in the exercise of its reasonable business judgment, agrees to (a) use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and (b) diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Pledgor and Collateral Agent for the benefit of Secured Party and its respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Lease Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the

validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Collateral Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Transaction Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Collateral Agent may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. 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 but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Transaction Documents. Pledgor acknowledges that the rights and remedies of Collateral Agent with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the Lease Agreement and the other Transaction Documents and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Pledgor acknowledges that this Agreement and the other Transaction Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Pledgor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination. Upon the payment and performance in full of the Obligations, including the cash collateralization, expiration, or cancellation of all Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Transaction Documents, this Agreement shall terminate, and Collateral Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Pledgor, at Pledgor's expense, as Pledgor shall reasonably request to evidence termination of the security interests granted by Pledgor to Collateral Agent


for the benefit of Secured Party hereunder, including cancellation of this Agreement by written notice from Collateral Agent to the PTO.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Guaranty as of the date first written above.

GRANTOR:

**TENDER LOVING CARE HEALTH CARE
SERVICES OF NEW ENGLAND, LLC,**
a Delaware limited liability company

By: 
Name: John A. Draughon, Jr.
Title: Director

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT (NEW ENGLAND)]

SCHEDULE A

Trademarks of Pledgor

Mark	Registration #	Owner	Registered/Renewed	Expires
<u>State Trademarks</u>				
Ethicare & House Design	S-14218 (NY State)	TLC Health Care Services of New England, LLC	Renewed 7/26/94	7/27/04
<i>ETHICARE</i>	S-14219 (NY State)	Tender Loving Care Health Care Services of New England, LLC	Renewed 7/26/94	7/27/04
We're There Because You Care	S-14220 (NY State)	Tender Loving Care Health Care Services of New England, LLC	Renewed 7/26/94	7/27/04
<u>United States Registered Marks</u>				
Heal at Home Advanced Wound Care (and Design)	2,390,139	Tender Loving Care Health Care Services of New England, LLC	9/26/00	9/26/10
Balancing Act Diabetes Independence Program	2,212,256	Tender Loving Care Health Care Services of New England, LLC	12/22/98	12/22/08
At Ease	2,319,723	Tender Loving Care Health Care Services of New England, LLC	2/15/00	2/15/10
Restore Family Behavioral Health	2,213,802	Tender Loving Care Health Care Services of New England, LLC	12/29/98	12/29/08
Total Heart Cardiac Management	2,185,512	Tender Loving Care Health Care Services of New England, LLC	9/1/98	9/1/08
Simply Breathe	2,543,233	Tender Loving Care Health Care Services of New England,	2/26/02	2/26/12

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