

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement - Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tender Loving Care Health Care Services International, LLC		05/19/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0810672	STAFF BUILDERS	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	029217-0104 (SECOND LIEN)		
NAME OF SUBMITTER:	Anna T Kwan		
Signature:	/Anna T Kwan/		
Date:	06/27/2006		

OP \$40.00 0810672

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of May 19, 2006, by the Pledgors listed on the signature pages hereof, (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Second Lien Commodities Purchase Facility Documents (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Company Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Commodities Purchase Facility Documents, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademark registrations and use-based trademark applications of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademark registrations and use-based trademark applications; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral

pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TENDER LOVING CARE HEALTH SERVICES
OF NEW ENGLAND, LLC,
as Pledgor

By: William T. Derr
Name:
Title:

TENDER LOVING CARE HEALTH CARE
SERVICES INTERNATIONAL, LLC,
as Pledgor

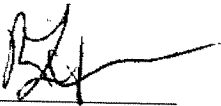
By: William T. Derr
Name:
Title:

TLC HEALTH CARE SERVICES, INC.,
as Pledgor


By: William T. Derr
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: _____
Title: _____

Richard L. Tavrow
Director
Banking Products
Services, US

By: 
Name: _____
Title: _____

Isha R. Gtza
Associate Director
Banking Products
Services, US

[SECOND LIEN TRADEMARK SECURITY AGREEMENT (COMPANY)]

TRADEMARK
REEL: 003339 FRAME: 0838

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Tender Loving Care Health Services of New England, LLC	2,390,139	Heal at Home Advanced Wound Care (and Design)
Tender Loving Care Health Services of New England, LLC	2,212,256	Balancing Act Diabetics Independence Program (and Design)
Tender Loving Care Health Services of New England, LLC	2,213,802	Restore Family Behavioral Health (and Design)
Tender Loving Care Health Services of New England, LLC	2,185,512	Total Heart Cardiac Management (and Design)
Tender Loving Care Health Services of New England, LLC	2,543,233	Simply Breathe
Tender Loving Care Health Care Services International, LLC	810,672	Staff Builders
Tender Loving Care Health Care Services International, LLC	France: 1501930	Staff Builders & Design
Tender Loving Care Health Care Services International	Taiwan: 78463/78464	Staff Builders & Design
Tender Loving Care Health Care Services International	Japan: 4465261/4465290	Staff Builders & Design
Tender Loving Care Health Care Services International	European Community-CTM: 000278168	Staff Builders & Design
Tender Loving Care Health Care Services International	United Kingdom: 2135344	Staff Builders & Design
Tender Loving Care Health Care Services International, LLC	Canada: 172,276	Staff Builders & Design

776115

OWNER	REGISTRATION NUMBER	TRADEMARK
TLC Health Care Services, Inc.	1,313,962	Tender Loving Care (and Design)
TLC Health Care Services, Inc.	2,051,211	Best of Care in the Best of Environments