# OP \$40.00 314813

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MENTOR ABI, LLC		10 <i>2/22/2</i> 010 I	LIMITED LIABILITY COMPANY: DELAWARE

## **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3148131	NEURORESTORATIVE SPECIALTY CENTERS

## **CORRESPONDENCE DATA**

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

35485
Penelope J.A. Agodoa
/pja/

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Date:	03/03/2010
Total Attachments: 6 source=35485#page1.tif source=35485#page2.tif source=35485#page3.tif source=35485#page4.tif source=35485#page5.tif source=35485#page6.tif	

Form **PTO-1594** (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY		
To the Director of the U. S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.	
1. Name of conveying party(ies): MENTOR ABI, LLC	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  No	
Individual(s) Association   General Partnership Limited Partnership   Corporation- State: ✓ Other A Delaware LLC   Citizenship (see guidelines) Yes ✓ No   Additional names of conveying parties attached? Yes ✓ No   3. Nature of conveyance )/Execution Date(s): Execution Date(s) February 22, 2010   Assignment Merger   ✓ Security Agreement Change of Name   Other Other	Name: JPMORGAN CHASE BANK, N.A.  Internal Address: Street Address: 270 Park Avenue  City: New York  State: New York  Country: U.S.A. Zip: 10017  Association Citizenship U.S.A.  General Partnership Citizenship  Limited Partnership Citizenship  Corporation Citizenship  Other Citizenship  If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) See attached Schedule 1	B. Trademark Registration No.(s)  See attached Schedule 1  Additional sheet(s) attached?  Yes No	
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown):	
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: IP Research Plus	6. Total number of applications and registrations involved:	
Internal Address: Attn: Penelope J.A. Agodoa  Street Address:21 Tadcaster Circle	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged by credit card  Authorized to be charged to deposit account  Enclosed	
City: Waldorf	8. Payment Information:	
State:         MD         Zip:         20602           Phone Number:         301-638-0511           Fax Number:         866-826-5420           Email Address:         orders@ipresearchplus.com	a. Credit Card Last 4 Numbers Expiration Date  b. Deposit Account Number Authorized User Name	
9. Signature:	March 3, 2010	
Signature  Joseph Raho Jr.  Name of Person Signing	Total number of pages including cover sheet, attachments, and document: 6	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT, dated as of February <u>VV</u>, 2010 (as amended, supplemented or otherwise modified from time to time, this "<u>Agreement</u>"), between Mentor ABI, LLC, LLC, a Delaware limited liability company ("<u>Mentor ABI</u>") and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Security Agreement dated as of June 29, 2006, the ("Security Agreement"), among NMH Holdings, LLC, National Mentor Holdings, Inc., certain Subsidiaries of NMH Holdings, LLC and the Administrative Agent. The Lenders have agreed to make extensions of credit to National Mentor Holdings, Inc. pursuant to, and upon the terms and conditions specified in, the Credit Agreement dated as of June 29, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.2 of the Security Agreement also apply to this Agreement.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Obligations, Mentor ABI, pursuant to the Security Agreement, did heretofore assign and pledge, and does hereby further assign and pledge, to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, among other things, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Mentor ABI or in which Mentor ABI now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including, without limitation, that listed on Schedule I hereto (the "Trademarks");
  - (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Mentor ABI hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MENTOR ABI, LLC

Name: DENIS M HOWER

Title: EXECUTIVE VICE PRESIDENT

JPMORGAN CHASE BANK, N.A., as Administrative Agent

Name:\_\_\_\_\_

Title:\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MENTOR ABI, LLC

By:

Name: DENIS M HOLLER

Title: EXECUTIVE VICE PRESIDENT

JPMORGAN CHASE BANK, N.A., as Administrative Agent

Name:

Dawn L. LeeLum

Dawii L. Ce-Cum

Title: Executive Director

# Schedule 1

MARK	COUNTRY	REG NO.	REG.DATE	
NEURORESTORATIVE SPECIALTY CENTERS	United States	3148131	9/26/2006	

TRADEMARK
REEL: 004160 FRAME: 0518

**RECORDED: 03/03/2010**