

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
Addus Healthcare, Inc.		11/02/2009	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	222 South Riverside		
Internal Address:	Suite 3300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	an Ohio banking corporation:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2161199	ADDUS	
Serial Number:	77717702	ADDUS HOMECARE	
Serial Number:	77727089	VETERANS DESERVE	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.		
Address Line 1:	222 North LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	31417.00.0019		
NAME OF SUBMITTER:	Patricia O'Donoghue		

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TRADEMARK
REEL: 004249 FRAME: 0298

Signature:	/Patricia O'Donoghue/
Date:	07/28/2010
Total Attachments: 12 source=Addus Healthcare TM License and Copyright Security Agreement#page1.tif source=Addus Healthcare TM License and Copyright Security Agreement#page2.tif source=Addus Healthcare TM License and Copyright Security Agreement#page3.tif source=Addus Healthcare TM License and Copyright Security Agreement#page4.tif source=Addus Healthcare TM License and Copyright Security Agreement#page5.tif source=Addus Healthcare TM License and Copyright Security Agreement#page6.tif source=Addus Healthcare TM License and Copyright Security Agreement#page7.tif source=Addus Healthcare TM License and Copyright Security Agreement#page8.tif source=Addus Healthcare TM License and Copyright Security Agreement#page9.tif source=Addus Healthcare TM License and Copyright Security Agreement#page10.tif source=Addus Healthcare TM License and Copyright Security Agreement#page11.tif source=Addus Healthcare TM License and Copyright Security Agreement#page12.tif	

TRADEMARK, LICENSE AND COPYRIGHT SECURITY AGREEMENT

This TRADEMARK, LICENSE AND COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of November 2, 2009, is by and between ADDUS HEALTHCARE, INC., an Illinois corporation ("Grantor"), and FIFTH THIRD BANK, an Ohio banking corporation, in its capacity as agent ("Grantee") for the Lenders party to the Loan Agreement referred to below.

W I T N E S S E T H:

WHEREAS, Grantor, Grantee, the other Borrowers (as defined in the Loan Agreement) signatory thereto, the other credit parties signatory thereto and certain financial institutions from time to time a party thereto as lenders (the "**Lenders**"), have entered into that certain Loan and Security Agreement dated as of the date hereof (including all exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Loan Agreement**") pursuant to which Grantee and the Lenders have agreed to make certain credit facilities available to Grantor and the other Borrowers (as defined in the Loan Agreement) signatory thereto;

WHEREAS, in order to induce Grantee to enter into the Loan Agreement and to make the loans and other credit accommodations as provided for in the Loan Agreement, Grantor has agreed to pledge the IP Collateral (as defined below) to Grantee in accordance herewith, in each case to secure the Liabilities (as defined in the Loan Agreement); and

WHEREAS, this Agreement is required by the terms of the Loan Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

(i) Unless otherwise defined herein, capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan 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 and schedule 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.

(iv) "Default" means the occurrence of any Event of Default.

2. Security Interest. As security for prompt payment in full of all of the Liabilities, Grantor hereby grants to Grantee a first priority security interest in all of Grantor's now owned or existing and hereafter acquired or arising (subclauses (i) through (iv) below shall collectively

be referred to herein as the "IP Collateral"; subclauses (i) through (iii) below shall constitute the "Trademark Collateral" and subclause (iv) below shall constitute the "Copyrights":

(i) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications and registrations listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks;

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default to use the foregoing in connection with the enforcement of Grantee's rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits (which prohibition is enforceable under applicable law) the grant of the security interest contemplated by this Agreement for so long as such prohibition continues; it being understood that upon request of Grantee, Grantor will in good faith use commercially reasonable efforts to obtain consent for the creation of a security interest in favor of Grantee in Grantor's rights under such license agreement (excluding any license of non-custom computer software); and

(iv) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyrights, copyright registrations and copyright applications listed on Schedule C attached hereto and made a part hereof, and all renewals of any of the foregoing, all income, royalties, proceeds, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights")

3. Restrictions on Future Agreements. Grantor will not, without Grantee's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will not permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Grantee, under this Agreement or any Other Agreement or the rights associated with those Trademarks or Copyrights which are necessary or desirable in the operation of Grantor's business.

4. New Trademarks or Copyrights. Grantor represents and warrants that the Trademarks, Licenses or Copyrights listed on Schedules A, B, or C, respectively, include all of the trademark applications and registrations, Licenses to any Trademarks which Licenses are material to the operation of Grantor's business (excluding any license of non-custom computer software) and Copyrights now owned or held by Grantor. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new Trademark, Licenses or Copyrights or (ii) become entitled to the benefit of any new or existing Trademark, License or Copyright, the provisions of Section 2 shall automatically apply thereto, and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by (a) amending Schedules A, B, or C, as the case may be, to include any Trademarks, Licenses or Copyrights which are described under this Section 4, and (b) filing, in addition to and not in substitution for, this Agreement, a short form of this Agreement containing on Schedules A, B, or C thereto, as the case may be, such Trademarks, Licenses or Copyrights, as the case may be, which are described under this Section 4. Notwithstanding the foregoing, Grantor agrees that Grantee's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Grantee actually amends Schedules A, B, or C, respectively.

5. Royalties. Grantor hereby agrees that the use by Grantee of the Trademarks, Licenses and Copyrights as authorized hereunder shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Grantee to Grantor.

6. Nature and Continuation of Grantee's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, the Licenses and Copyrights and shall remain in full force and effect until the Liabilities have been indefeasibly paid in full in cash and the Loan Agreement terminated, at such time the rights granted to Grantee hereunder shall also terminate.

7. Right to Inspect; Further Assignments and Security Interests. Grantee shall have the right in accordance with the terms and conditions of the Loan Agreement to inspect the premises of Grantor and to examine the books, records and operations of Grantor relating to the Trademarks and the Copyrights. Except as permitted by Section 13.04 of the Loan Agreement, Grantor agrees not to sell or assign its respective interests in, or grant any license under (other than granting any license in the ordinary course of business), the Trademarks or the Copyrights without the prior written consent of Grantee.

8. Duties of Grantor. Grantor shall have the duty to the extent desirable in the conduct of Grantor's business and consistent with Grantor's current business practices or

Grantor's commercially reasonable business judgment: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement; (ii) to make applications for trademarks and service marks as Grantor deems appropriate; (iii) to take reasonable steps to preserve and maintain all of Grantor's rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks; (iv) obtain any consents, waivers or agreements necessary to enable Grantee to exercise its remedies with respect to any and all IP Collateral; (v) to file and prosecute diligently any copyright applications pending as of the date hereof or hereafter until the termination of this Agreement, (vi) to make applications for the Copyrights as Grantor deems appropriate; (vii) to take reasonable steps to preserve and maintain all of Grantor's rights in the Copyrights, and (viii) to ensure that the Copyrights are and remain enforceable. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall not abandon any trademark or service mark which is the subject of a registration or application therefor and which is or shall be necessary or economically desirable to the operation of Grantor's business. Grantor agrees to retain an experienced trademark and copyright attorney for the filing and prosecution of all such applications and other proceedings. Grantee shall have no duty with respect to the Trademarks, Licenses and Copyrights. Without limiting the generality of the foregoing, Grantee shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Licenses or Copyrights against any other parties, but may do so at its option during the continuance of a Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and added to the Liabilities secured thereby.

9. Grantee's Right to Sue; Limited License. From and after the occurrence and during the continuance of a Default, Grantee shall have the right, but shall not be obligated, upon prior written notice to Grantor, to bring suit to enforce the Trademarks, the Licenses and Copyrights, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement. Grantor shall, upon demand, promptly reimburse and indemnify Grantee for all costs and reasonable expenses incurred by Grantee in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Grantee is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Liabilities secured hereby. Grantor hereby grants to Grantee a license with respect to all Trademarks, Licenses and Copyrights owned or used by Grantor solely to the extent necessary to enable Grantee, effective upon the occurrence and during the continuance of any Default, to realize on the Trademarks, Licenses and Copyrights and any successor or assign to enjoy the benefits of the Trademarks, Licenses and Copyrights. This license shall inure to the benefit of Grantee and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such license is granted free of charge, without requirement that any monetary payment whatsoever including, without limitation, any royalty or license fee, be made to any Grantor or any other Person by Grantee or any other Person.

10. Waivers. No course of dealing between Grantor and Grantee, and no failure to exercise or delay in exercising on the part of Grantee any right, power or privilege hereunder or under the Loan Agreement or any Other Agreement shall operate as a waiver of any of Grantee's

rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Loan Agreement or any Other Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Grantee's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of a Default, Grantee may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the Other Agreements. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that (i) the Trademarks, Licenses and Copyrights comprise a portion of the Collateral and Grantee shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks, Licenses and Copyrights to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuation of a Default, Grantee or its nominee may use the Trademarks, Licenses and Copyrights to assemble, manufacture, sell, prepare for sale or take possession of the Collateral, or for any other purpose in connection with the conduct of Grantor's business. Any proceeds of any of the IP Collateral may be applied by the Grantee to the payment of expenses in connection with the enforcement of Grantee's rights and remedies hereunder and in connection with the IP Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by Grantee toward the payment of such of the Liabilities, and in such order of application, as Grantee may from time to time elect (and, after payment in full of all Liabilities, any excess shall be delivered to Grantor or as a court of competent jurisdiction shall direct).

12. Severability. If any provision hereof is held to be illegal or unenforceable, such provision shall be fully severable, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by such provision's severance. Furthermore, in lieu of any such provision, there shall be added automatically as a part of this Agreement a legal and enforceable provision as similar in terms to the severed provision as may be possible.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of Grantee's rights and remedies with respect to the Trademarks, the Licenses and Copyrights, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise to carry out the acts described below. Upon the occurrence and during the continuance of a Default, Grantor hereby authorizes Grantee to, in its sole discretion, (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks, the Licenses and Copyrights, (ii) take any other actions with respect to the Trademarks, the Licenses and Copyrights as Grantee deems is in its best interest, (iii) grant or issue any exclusive or non-exclusive license with respect to the Trademarks and Copyrights to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, the Licenses and Copyrights to anyone on commercially

reasonable terms. Grantor hereby ratifies all that such attorney-in-fact 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 this Agreement shall have been terminated pursuant to Section 6 hereof. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under the Loan Agreement or the Other Agreements, but rather is intended to facilitate the exercise of such rights and remedies. Grantee 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, respectively, either (x) the Trademarks or Copyrights may be located or deemed located or (y) the Licenses were granted.

15. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee and its nominees, successors and assigns. The successors and assigns of Grantor shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Grantee.

16. **CHOICE OF LAW; WAIVER OF JURY TRIAL; SERVICE OF PROCESS.** THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS. GRANTOR AND GRANTEE HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. GRANTOR HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO SERVICE OF PROCESS BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED. IN NO EVENT WILL GRANTEE BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES.

17. Notices. All written notices or other communications with respect to this Agreement shall be effective if sent by the means provided in and to the address as indicated in Section 19.07 of the Loan Agreement.

18. Section Headings. The Section headings 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. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or electronic transmission shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

20. Right of Recordal of Security Interest. Grantee shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and

Trademark Office, United States Copyright Office and with such other recording authorities deemed reasonable and proper by Grantee. Upon the indefeasible payment in full in cash of the Liabilities and termination of the Loan Agreement, Grantor may request recordal of such satisfaction or termination at the expense of Grantor in the United States Patent and Trademark Office, United States Copyright Office and with such other recording authorities deemed reasonable and proper by Grantor, and Grantee shall promptly thereafter execute and deliver all documents deemed reasonable and proper by Grantor in connection therewith. Grantee and Grantor shall cooperate to effect all such recordals hereunder.

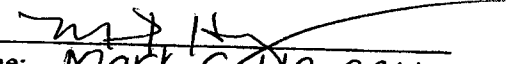
[SIGNATURE PAGE FOLLOWS]

Signature Page to Trademark and License Security Agreement

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

GRANTOR:

ADDUS HEALTHCARE, INC., an Illinois corporation

By: 
Name: Mark S. Heaney
Its: President

Signature Page to Trademark and License Security Agreement

GRANTEE:

FIFTH THIRD BANK, an Ohio banking
corporation, as Agent

By: Michael E. May
Michael E. May
Vice President

SCHEDULE A
to Trademark, License and Copyright Security Agreement

TRADEMARKS

<u>Owner</u>	<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Addus HealthCare, Inc.	Addus	2161199	6/02/1998

<u>Owner</u>	<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Status Date</u>
Addus HealthCare, Inc.	Addus Homecare	77-717702	8/25/09 – Published for Opposition
Addus HealthCare, Inc.	Veterans Deserve	77-727089	9/01/09 – Published for Opposition

SCHEDULE B
to Trademark, License and Copyright Security Agreement

LICENSES

None.

SCHEDULE C
to Trademark, License and Copyright Security Agreement

COPYRIGHTS

<u>Owner</u>	<u>Title</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Addus HealthCare, Inc.	Addus system	Txu000933693	09/10/99