

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
Senior Home Care, Inc.		03/24/2011	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2025465	SENIOR HOME CARE, INC.	
Registration Number:	2019271	ENCOURAGING A LIFESTYLE OF INDEPENDENCE	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-3458		
Email:	slake@kslaw.com		
Correspondent Name:	Susan Lake, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09642-015013		
NAME OF SUBMITTER:	Susan Lake		
Signature:	/Susan Lake/		
Date:	03/28/2011		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 24, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the Swingline Lender and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders, the Swingline Lender and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders, the Swingline Lender, the L/C Issuers and the other Secured Parties, the Lenders, the Swingline Lender and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Swingline Lender, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders, the Swingline Lender and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following

Collateral of such Grantor (other than Excluded Property, but only during such time that such Collateral actually constitutes Excluded Property) (the “Trademark Collateral”):

(a) all of its U.S. registered Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

i. all renewals and extensions of the foregoing;

ii. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

iii. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

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

Section 7. Termination. This Trademark Security Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 8. Conflicts. In the event of any conflict between this Trademark Security Agreement (or any portion thereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

IN WITNESS WHEREOF, each Grantor 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,

GRANTORS:

SENIOR HOME CARE, INC.

By: 

Name: Mitchel Morel

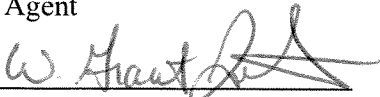
Title: Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: W. Grant Johnston
Title: Duly Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004507 FRAME: 0440

Schedule 1

Owner	Title of Mark	Jurisdiction of Registration	US Trademark Registration Number	Date of Registration
Senior Home Care, Inc.	SENIOR HOME CARE, INC. & DESIGN	U.S. Federal	2025465	12/24/1996
Senior Home Care, Inc.	ENCOURAGING A LIFESTYLE OF INDEPENDENCE	U.S. Federal	2019271	11/26/1996

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

RECORDED: 03/28/2011

**TRADEMARK
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