

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
CARROLTON HOME CARE, LLC, as Grantor		02/27/2014	LIMITED LIABILITY COMPANY: DELAWARE
COMMUNITY HEALTH, LLC, as Grantor		02/27/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SUNTRUST BANK, as Agent
Street Address:	211 Perimeter Center Parkway
Internal Address:	Suite 100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30346
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3043878	COMMUNITY HOME CARE & HOSPICE
Registration Number:	3039442	EVERY PATIENT WE CARE FOR STAYS IN OUR H
Registration Number:	4102215	NOW MEANS NOW

CORRESPONDENCE DATA

Fax Number: 4045723431
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 404-572-3431
 Email: cfraser@kslaw.com
 Correspondent Name: Carol Fraser, Paralegal
 Address Line 1: 1180 Peachtree Street
 Address Line 2: King & Spalding LLP
 Address Line 4: Atlanta, GEORGIA 30309-3521

CH \$90.00 3043878

TRADEMARK

ATTORNEY DOCKET NUMBER:	CURO - 52990.515002
NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	02/28/2014
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 27, 2014, is made by CARROLTON HOME CARE, LLC, a Delaware limited liability company, and COMMUNITY HEALTH, LLC, a Delaware limited liability company (each a “Grantor” and, collectively, the “Grantors”), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of February 27, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CURO HEALTH SERVICES, LLC, a Delaware limited liability company, CURO TEXAS HOSPICE, LLC, a Delaware limited liability company, REGENCY HEALTHCARE GROUP, LLC, a Delaware limited liability company, CURO ARIZONA HOSPICE, LLC, a Delaware limited liability company, and CURO COMMUNITY HOSPICE, LLC, a Delaware limited liability company (each a “Borrower” and collectively, “Borrowers”), the other Credit Parties thereto, the Lenders and the L/C Issuer from time to time party thereto and Agent, the Lenders and the L/C Issuer 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 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; 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 L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer 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 (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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, misappropriation, 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. Delivery of an executed signature page of this Trademark Security agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof; provided, however, that Grantor shall promptly provide the Agent with a manually executed signature page upon delivery of an executed signature page by facsimile transmission or by Electronic Transmission.


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.

[SIGNATURE PAGES FOLLOW]

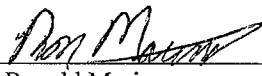
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CARROLTON HOME CARE, LLC, as
Grantor

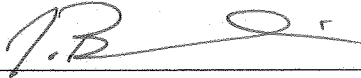
By: 
Name: Ronald Marino
Title: Chief Financial Officer

COMMUNITY HEALTH, LLC, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:



SUNTRUST BANK, as Agent

By: 
Name: Ben Cumming
Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

I. REGISTERED TRADEMARKS

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
COMMUNITY HOME CARE & HOSPICE & Design <small>Community Home Care & Hospice</small> 	North Carolina	N/A	18083 9/3/2004	Carrolton Home Care, LLC ¹
COMMUNITY HOME CARE & HOSPICE & Design <small>Community Home Care & Hospice</small> 	U.S. Federal	76/612214 9/15/2004	3043878 1/17/2006	Carrolton Home Care, LLC ²
EVERY PATIENT WE CARE FOR STAYS IN OUR HEARTS	North Carolina	N/A	18084 9/3/2004	Carrolton Home Care, LLC ³
EVERY PATIENT WE CARE FOR STAYS IN OUR HEARTS	U.S. Federal	76/612215 9/14/2004	3039442 1/10/2006	Carrolton Home Care, LLC ⁴
NOW MEANS NOW	U.S. Federal	85/366448 7/8/2011	4102215 2/21/2012	Community Health, LLC ⁵

II. TRADEMARK APPLICATIONS

None.

III. IP LICENSES

None.

¹ Owner of record is currently listed as Carrolton Home Care, Inc.

² Owner of record is currently listed as Carrolton Home Care, Inc.

³ Owner of record is currently listed as Carrolton Home Care, Inc.

⁴ Owner of record is currently listed as Carrolton Home Care, Inc.

⁵ Owner of record is currently listed as Community Health, Inc.