

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332649

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Community Health, LLC		02/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
Carrolton Home Care, LLC		02/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
Curo Health Services, LLC		02/05/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC, as Collateral Agent
Street Address:	225 W. Washington Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4102215	NOW MEANS NOW
Registration Number:	3043878	COMMUNITY HOME CARE & HOSPICE
Registration Number:	3039442	EVERY PATIENT WE CARE FOR STAYS IN OUR H
Serial Number:	86428983	CURO HEALTH SERVICES
Serial Number:	86428828	CURO HEALTH SERVICES
Serial Number:	86428644	C CURO HEALTH SERVICES
Serial Number:	86428476	C CURO HEALTH SERVICES

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

TRADEMARK

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	F154066
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	02/19/2015
Total Attachments: 4 source=#86909537v1 - (CORTLAND CAPITAL 2ND LIEN TRADEMARK SECURITY AGREEMENT - FILING DOCUMENT)#page3.tif source=#86909537v1 - (CORTLAND CAPITAL 2ND LIEN TRADEMARK SECURITY AGREEMENT - FILING DOCUMENT)#page4.tif source=#86909537v1 - (CORTLAND CAPITAL 2ND LIEN TRADEMARK SECURITY AGREEMENT - FILING DOCUMENT)#page5.tif source=#86909537v1 - (CORTLAND CAPITAL 2ND LIEN TRADEMARK SECURITY AGREEMENT - FILING DOCUMENT)#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of February 5, 2015, by COMMUNITY HEALTH, LLC, CARROLTON HOME CARE, LLC and CURO HEALTH SERVICES, LLC (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as collateral agent pursuant to the Note Purchase Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Security Agreement dated as of February 5, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Note Purchase Agreement, the Grantors 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 and the Note Purchase Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor 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 Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The 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 Grantors 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 of which are incorporated herein by reference. 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, acting at the direction of the Required Purchasers, shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks 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.

[Signature pages follow]

COMMUNITY HEALTH, LLC
CARROLTON HOME CARE, LLC
CURO HEALTH SERVICES, LLC

By: 
Name: Ronald Marino
Title: Chief Financial Officer

CORTLAND CAPITAL MARKET SERVICES
LLC,
as Collateral Agent

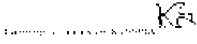
By: Jessica J. Mead
Name:
Title: **Jessica J. Mead**
General Counsel

[Signature Page to Second Lien Trademark Security Agreement]


TRADEMARK
REEL: 005462 FRAME: 0629

**Schedule I
Trademark Registrations and Use Applications**

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Community Health, LLC	4102215	NOW MEANS NOW
Carrolton Home Care, LLC	3043878	COMMUNITY HOME CARE & HOSPICE & Design 
Carrolton Home Care, LLC	3039442	EVERY PATIENT WE CARE FOR STAYS IN OUR HEARTS

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Curo Health Services, LLC	86428983	CURO HEALTH SERVICES
Curo Health Services, LLC	86428828	CURO HEALTH SERVICES
Curo Health Services, LLC	86428644	C CURO HEALTH SERVICES & Design 
Curo Health Services, LLC	86428476	C CURO HEALTH SERVICES & Design 