# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM513089

**NATURE OF CONVEYANCE:** Release (Reel 6268 / Frame 0793)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/05/2019	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Res-Care, Inc.
Street Address:	9901 Linn Station Road
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40223
Entity Type:	Corporation: KENTUCKY
Name:	RWW Home & Community Rehab Services, Inc. (f/k/a Rehab Without Walls, Inc.)
Street Address:	9901 Linn Station Road
City:	Lousiville
State/Country:	KENTUCKY
Postal Code:	40223
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark	
Serial Number:	87501325	PHARMACY ALTERNATIVES	
Serial Number:	87501321	SPRINGHEALTH BEHAVIORAL HEALTH & INTEGRA	
Serial Number:	87569214	REHAB WITHOUT WALLS	
Serial Number:	87569207	RWW	
Serial Number:	85550138	A PLACE TO CALL HOME	

### CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

James.Murray@wolterskluwer.com, ECarrera@cahill.com Email:

CT Corporation **Correspondent Name:** 

Address Line 1: 4400 Easton Commons Way

> TRADEMARK REEL: 006583 FRAME: 0464

900488481

1	uite 125 olumbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	03/06/2019		
Total Attachments: 5 source=29(c). Cardinal - ResCare Trademark Release (February 2018) (Updated)#page1.tif source=29(c). Cardinal - ResCare Trademark Release (February 2018) (Updated)#page2.tif source=29(c). Cardinal - ResCare Trademark Release (February 2018) (Updated)#page3.tif source=29(c). Cardinal - ResCare Trademark Release (February 2018) (Updated)#page4.tif source=29(c). Cardinal - ResCare Trademark Release (February 2018) (Updated)#page5.tif			

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office; Pleas	se record the attached documents or the new address(es) below.
1. Name of conveying party(les):	2. Name and address of receiving party(les)  Additional names, addresses, or citizenship attached?
Bank of America, N.A.	Name:
Individual(s) Association	Street Address: 9901 Linn Station Road Louisville, KY 40223
Partnership	Corporation - Kentucky, USA
Corporation- State:	2. RWW Home & Community Rebab Services, Inc. State: (f/k/a Rebab Without Walls, Inc.)
Other Bank	9901 Linn Station Road Country: Lauisville, KY 40223
Citizenship (see guidelines) USA	Conversion - Delaware USA
Additional names of conveying parties attached? Yes No	Individual(s)  Association Cilizenship
3. Nature of conveyance/Execution Date(s) :	Partnership Citizenship
Execution Date(s) March 5, 2019	Limited Partnership Citizenship
	Corporation Citizenship
	Other Citizenship
Security Agreement Change of Name Other Release (Reel 6268 / Frame 0793)	If assignee is not domicifed 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) Text	B. Trademark Registration No.(s)
	see attached Schedule A
antanan mananan manana	Additional sheet(s) attached? X Yes No
C. Identification or Description of Trademark(s) (and Filing	Uste ii Application or Registration Number is unknown);
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Doris Ka, Senior Paralegal (IP)	6. Total number of applications and registrations involved: 5
Internal Address: Cahill Gordon & Reindel LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: 80 Pine Street	Authorized to be charged to deposit account Enclosed
City: New York	8. Payment Information:
State: NY Zip: 10005	
Phone Number: (212) 701-3569	PAGE SON NOTES OF ACTION
Docket Number: 08061.1515	Deposit Account Number
Email Address: dka@cahill.com	Authorized User Name
9. Signature: ついって	March 5, 2019
Signature	Date
Doris Ka	Total number of pages including cover 5 sheet, attachments, and document
Name of Person Signing	anary anarymmus, and martinger.

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

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of March 5, 2019 (the "Effective Date"), is made by Bank of America, N.A., in its capacity as Administrative Agent (the "Agent"), in favor of the grantor parties identified on Annex I hereto (each, a "Grantor" and collectively, the "Grantors").

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of April 5, 2012, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantors granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, each Grantor executed and delivered a Trademark Security Agreement, dated as of February 6, 2018 (the "<u>Trademark Security Agreement</u>") for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 7, 2018 at Reel/Frame 6268/0793;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. <u>Release</u>. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on <u>Schedule A</u> attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Security Agreement or the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to each Grantor and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its capacity as Administrative Agent for the Secured Parties

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By:\_\_\_\_\_\_\_Name: Bridgett J. Manduk Mowry

Title: Vice President

# ANNEX I

# **GRANTORS**

RES-CARE, INC. RWW HOME & COMMUNITY REHAB SERVICES, INC. (f/k/a REHAB WITHOUT WALLS, INC.)

# SCHEDULE A

# TRADEMARK REGISTRATIONS AND APPLICATIONS

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Res-Care, Inc.	PHARMACY ALTERNATIVES	87501325	06/22/2017	5500815	06/26/2018
2.	Res-Care, Inc.	SPRINGHEALTH BEHAVIORAL HEALTH & INTEGRATED CARE	87501321	06/22/2017	5442351	04/10/2018
3.	RWW Home & Community Rehab Services, Inc.	REHAB WITHOUT WALLS	87569214	08/15/2017	5427772	03/20/2018
4.	RWW Home & Community Rehab Services, Inc.	RWW	87569207	08/15/2017	5427771	03/20/2018
5.	Res-Care, Inc.	A Place to Call Home	85550138	02/22/2012	4213864	09/25/2012

**RECORDED: 03/06/2019**