# OP \$190.00 3905086

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM513090

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release (Reel 4756 / Frame 0942)

# **CONVEYING PARTY DATA**

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

# **RECEIVING PARTY DATA**

Name:	Rest Assured, LLC	
Street Address:	9901 Linn Station Road	
City:	Louisville	
State/Country:	KENTUCKY	
Postal Code:	ode: 40223	
Entity Type:	Limited Liability Company: KENTUCKY	
Name:	Pharmacy Alternatives, LLC	
Street Address:	9901 Linn Station Road	
City:	Louisville	
State/Country:	KENTUCKY	
Postal Code:	40223	
Entity Type:	Limited Liability Company: KENTUCKY	
Name:	RWW Home & Community Rehab Services, Inc. (f/k/a Rehab Without Walls, Inc.)	
Doing Business As:		
Street Address:	9901 Linn Station Road	
City:	Louisville	
State/Country:	KENTUCKY	
Postal Code:	40223	
Entity Type:	Corporation: DELAWARE	
Name:	Res-Care, Inc.	
Street Address:	9901 Linn Station Road	
City:	Louisville	
State/Country:	KENTUCKY	
Postal Code:	40223	
Entity Type:	Corporation: KENTUCKY	
Name:	VOCA Corporation	
Street Address:	9901 Linn Station Road	
	TDADEMARK	

TRADEMARK REEL: 006586 FRAME: 0494

900488482

City:	Louisville
State/Country:	KENTUCKY
Postal Code: 40223	
Entity Type:	Corporation: OHIO

## **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark		
Registration Number:	3905086	REST ASSURED ONETOUCH		
Registration Number:	3838972	ONETOUCH		
Registration Number:	3161395	REST ASSURED		
Registration Number:	2658290	RESCARE		
Registration Number:	2700640	PEOPLESERVE		
Registration Number:	3341770	PHARMACY ALTERNATIVES EXCEPTIONAL SERVIC		
Registration Number:	1722858	REHAB WITHOUT WALLS		

### **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:** 8007130755

**Email:** james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	03/06/2019

## **Total Attachments: 5**

source=29(a). Cardinal - ResCare Trademark Release (2012)#page1.tif source=29(a). Cardinal - ResCare Trademark Release (2012)#page2.tif source=29(a). Cardinal - ResCare Trademark Release (2012)#page3.tif source=29(a). Cardinal - ResCare Trademark Release (2012)#page4.tif source=29(a). Cardinal - ResCare Trademark Release (2012)#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(ies):	2. Name and address of receiving party(ies)
Bank of America, N.A.	Additional names, addresses, or citizenship attached? No  Name:1. Rest Assured, LLC Limited Liability Company - Kentucky, USA
☐ Individual(s) ☐ Association   ☐ Partnership ☐ Limited Partnership   ☐ Corporation- State: ☐ Other Bank   ☐ Citizenship (see guidelines) USA   Additional names of conveying parties attached? ☐ Yes ☒ No   3. Nature of conveyance/Execution Date(s):   Execution Date(s) March 5, 2019   ☐ Assignment ☐ Merger   ☐ Security Agreement ☐ Change of Name   ☒ Other Release (Reel 4756 / Frame 0942)	Street Address: 2. Pharmacy Alternatives, LLC Limited Liability Company - Kentucky, USA  City: 3. RWW Home & Community Rehab Services, Inc (f/k/a Rehab Without Walls, Inc.)  State: Corporation - Delaware, USA  4. Res-Care, Inc.  Country: Corporation - Kentucky, USA  5. VOCA Corporation Corporation - Ohio, USA Association Address: 9901 Linn Station Road Louisville, KY 40223  Partnership  Limited Partnership Citizenship  Corporation Citizenship  Gother - Citizenship  If assignee is not domiciled 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
C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached? X Yes No Date if 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:
Internal Address: Cahill Gordon & Reindel LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address:	Authorized to be charged to deposit account Enclosed
City:New York	8. Payment Information:
State: NY Zip: 10005	
Phone Number: (212) 701-3569	
Docket Number: 08061.1515	Deposit Account Number
Email Address: dka@cahill.com	Authorized User Name
9. Signature: ( ) ( ) ( ) ( )	March 5, 2019
Signature	Date
Doris Ka	Total number of pages including cover
Name of Person Signing	sheet, attachments, and document:

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 April 5, 2012 (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 April 13, 2012 at Reel/Frame 4756/0942;

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. Release. 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 Schedule A 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

By:\_\_\_\_\_

Name: Bridgett J. Manduk Mowry

Title: Vice President

# ANNEX I

# **GRANTORS**

PHARMACY ALTERNATIVES, LLC RES-CARE, INC.
REST ASSURED, LLC RWW HOME & COMMUNITY REHAB SERVICES, INC. (f/k/a REHAB WITHOUT WALLS, INC.) VOCA CORPORATION

# SCHEDULE A

# TRADEMARK REGISTRATIONS AND APPLICATIONS

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Rest Assured, LLC	REST ASSURED ONETOUCH	77756557	06/07/2010	3905086	01/11/2011
2.	Rest Assured, LLC	ONETOUCH	77756537	06/10/2010	3838972	08/24/2010
3.	Rest Assured, LLC	REST ASSURED	76638356	05/11/2005	3161395	10/24/2006
4.	Res-Care, Inc.	RESCARE	76242089	04/17/2001	2658290	12/10/2001
5.	Voca Corporation	PEOPLESERVE	75512143	06/26/1998	2700640	02/27/2003
6.	Pharmacy Alternatives, LLC	PHARMACY ALTERNATIVES EXCEPTIONAL SERVICE- EXCEPTIONAL PEOPLE & Design	78844033	03/23/2006	3341770	11/20/2007
7.	RWW Home & Community Rehab Services, Inc.	REHAB WITHOUT WALLS	74249340	02/25/1992	1722858	10/06/1992

**RECORDED: 03/06/2019**