

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM564902

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAREMERIDIAN, LLC		03/08/2019	Limited Liability Company: DELAWARE
CIVITAS SOLUTIONS, INC.		03/08/2019	Corporation: DELAWARE
NATIONAL MENTOR HOLDINGS, INC.		03/08/2019	Corporation: DELAWARE
MENTOR ABI, LLC		03/08/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2260732	CAREMERIDIAN
Registration Number:	4871189	FAMILY VISTAS
Registration Number:	1376444	MENTOR
Registration Number:	5021741	MENTOR
Registration Number:	3148131	NEURORESTORATIVE
Registration Number:	4874922	NEURORESTORATIVE
Registration Number:	4874921	NEURORESTORATIVE
Registration Number:	4033090	THE MENTOR NETWORK
Registration Number:	2446728	THE MENTOR NETWORK
Registration Number:	4517604	THE MENTOR NETWORK
Registration Number:	4963486	CAREMERIDIAN 4 KIDS
Registration Number:	5459290	CIVITAS SOLUTIONS

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1194069 TM
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	03/03/2020

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of March 8, 2019 (this “Agreement”), CAREMERIDIAN, LLC, a Delaware limited liability company, CIVITAS SOLUTIONS, INC., a Delaware corporation, NATIONAL MENTOR HOLDINGS, INC., a Delaware corporation, and MENTOR ABI, LLC, a Delaware limited liability company (each, individually as a “Grantor” and collectively, the “Grantors”) and GOLDMAN SACHS BANK USA, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of March 8, 2019 (the “Credit Agreement”), among CELTIC INTERMEDIATE CORP., a Delaware corporation (“Initial Holdings”), CELTIC TIER II CORP., a Delaware corporation (“Merger Sub”), NMH HOLDINGS, LLC, a Delaware limited liability company, CIVITAS SOLUTIONS, INC., a Delaware corporation, and after giving effect to the Mergers, NATIONAL MENTOR HOLDINGS, INC., a Delaware corporation (“NMHI”), the Lenders and Issuing Banks party thereto and GOLDMAN SACHS BANK USA, as Administrative Agent and as Collateral Agent and (b) the First Lien Collateral Agreement dated as of March 8, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Merger Sub, NMHI, the other Grantors from time to time party thereto and the Collateral Agent. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of its United States Trademarks, including those set forth on Schedule I attached hereto (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

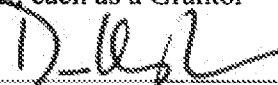
SECTION 4. Termination. Upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Notwithstanding anything herein to the contrary, the Security Interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CareMeridian, LLC
Civitas Solutions, Inc.
Mentor ABI, LLC.
National Mentor Holdings,
~~Inc.~~ each as a Grantor

By: 
Name: Denis M. Holler
Title: Chief Financial Officer

GOLDMAN SACHS BANK USA, as Collateral Agent,

By: _____

Name:

Title: **Robert Ehudin**
Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006880 FRAME: 0483

Schedule I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Owner	App / Reg. Date	Status	App / Reg. Number	Owned / Licensed
CAREMERIDIAN	CareMeridian, LLC	7/13/99	Registered	75446234/ 2260732	
FAMILY VISTAS	National Mentor Holdings, Inc.	12/22/15	Registered	86102049/ 4871189	
MENTOR	National Mentor Holdings, Inc.	12/17/85	Registered	73541641/ 1376444	
MENTOR	National Mentor Holdings, Inc.	8/16/16	Registered	86861210/ 5021741	
NEURORESTORATIVE	Mentor ABI, LLC	9/26/2006	Registered	78682745/ 3148131	
NEURORESTORATIVE	Mentor ABI, LLC	12/22/15	Registered	86102070/ 4874922	
NEURORESTORATIVE (AND DESIGN)	Mentor ABI, LLC	12/22/15	Registered	86102057/ 4874921	
THE MENTOR NETWORK	National Mentor Holdings, Inc.	10/4/11	Registered	77779875/ 4033090	
THE MENTOR NETWORK (Stylized)	National Mentor Holdings, Inc.	4/24/01	Registered	75478446/ 2446728	
THE MENTOR NETWORK (STYLIZED)	National Mentor Holdings, Inc.	4/22/14	Registered	86040294/ 4517604	
CAREMERIDIAN 4 KIDS (DESIGN)	CareMeridian, LLC	5/24/16	Registered	86751586/49634 86	
CIVITAS SOLUTIONS	Civitas Solutions, Inc.	5/1/18	Registered	86333819/ 5459290	

TRADEMARK LICENSES

None