

12-22-1998

RE



100926421

To the Honorable Commissioner of Patents
thereof.

and original document or copy

1. Name of conveying party(ies):

VOCA Corp.
aka VOCA Corporation
5555 Parkcenter Circle
Dublin, OH 43017-3586

☐ Individual (s) ☐ Association (banking)
☐ General Partnership ☐ Limited Partnership
☒ Corporation - State of Ohio
☐ Other _____

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

12-16-98

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: October 2, 1998

2. Name and Address of receiving party(ies):

Name: The Huntington National Bank

Internal Address: _____

Street Address: 41 South High Street

City Columbus State OH Zip 43215

☐ Individual (s) citizenship _____
☒ Association a national banking association
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation - State _____
☐ Other _____

If assignee is not domiciled in the United States, a
domestic representative designation is attached:

☐ Yes ☐ No ☐ N/A

(Designation must be a separate document from
Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or trademark number(s)

A. Trademark Application No.(s)
75/512,143

B. Trademark Registration No.(s)
2,125,304
2,126,975

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of person to whom
correspondence concerning document
should be mailed:

Name: Karen K. Hammond, Esq.
Internal Address: Porter, Wright, Morris & Arthur
Street Address: 41 South High Street
City: Columbus State: OH ZIP: 43215

6. Total number of applications and registrations
involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit
account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct
and any attached copy is a true copy of the original documents.

Karen K. Hammond
Name of Person Signing

[Signature]
Signature

December 8, 1998
Date

Total number of pages comprising cover sheet: 1

12/21/1998 DNGUYEN 00000044 2125304

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignment
Washington, DC 20231

COLUMBUS/0491856.10

TRADEMARK
REEL: 1827 FRAME: 0958

**TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") is made as of the 2nd day of October, 1998, between VOCA Corp., a/k/a VOCA Corporation, an Ohio corporation, having a mailing address at 5555 Parkcenter Circle, Dublin, Ohio 43017-3586 ("Assignor") and The Huntington National Bank, having a mailing address at 41 South High Street, Columbus, Ohio 43215, as Administrative Agent (the "Administrative Agent") for those financial institutions (collectively, the "Banks" and individually a "Bank") from time to time parties to that certain Amended and Restated Credit and Security Agreement dated of even date herewith between and among Assignor, PeopleServe, Inc., VOCA Corporation of America, VOCA Corporation of Florida, VOCA Corporation of Indiana, VOCA Corporation of Maryland, VOCA Corporation of New Jersey, VOCA Corporation of North Carolina, VOCA Corporation of Ohio, VOCA Corporation of Washington, D.C., VOCA Corporation of West Virginia, Inc., EduCare Community Living Corporation - America, EduCare Community Living Corporation - Gulf Coast, EduCare Community Living Corporation - Missouri, EduCare Community Living Corporation - Nevada, EduCare Community Living Corporation - New Mexico, EduCare Community Living Corporation - North Carolina, EduCare Community Living Corporation - Texas, EduCare Home Health Corporation - Texas and B.W.J. Opportunity Centers, Inc., as borrowers, Huntington Capital Corp., as Syndication Agent, in its capacity as Syndication Agent for the Banks (the "Syndication Agent"), Administrative Agent and Banks (as such agreement may be amended, modified, restated or supplemented from time to time, the "Credit Agreement"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement.

PRELIMINARY STATEMENT. Pursuant to the Credit Agreement, Assignor has executed and delivered its certain promissory notes to the Banks in connection with extensions of credit by the Banks. In order to induce the Administrative Agent and the Banks to execute and deliver the Credit Agreement, Assignor has agreed to grant a security interest in and collaterally assign to the Administrative Agent certain trademark, service mark and trade name rights.

Pursuant to the Credit Agreement, Assignor has granted to Administrative Agent, for the ratable benefit of the Banks, a lien on and security interest in, *inter alia*, accounts, general intangibles, goodwill, customer lists and trade secrets (collectively, the "Other Assets") relating to products sold and/or services rendered under the Trademarks (as defined below), whereby Administrative Agent shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of an Event of Default, as that term is defined in the Credit Agreement, in order that the owner of the Trademarks may continue the publication, marketing and distribution of products to be sold, and the rendering of services to be performed, under the Trademarks and maintain substantially the same product specifications and quality and standards of service as maintained by Assignor. This Agreement is executed pursuant and subject to the terms of the Credit Agreement.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Administrative Agent as follows:

1. Assignment of Trademarks. (a) To secure the complete and timely satisfaction of all Obligations, as that term is defined in the Credit Agreement, of Assignor to Administrative Agent and Banks, and to each of them, Assignor hereby grants, assigns and conveys to Administrative Agent, for the ratable benefit of the Banks, a continuing security interest in all of its right, title and interest in and to any and all now owned or existing or hereafter acquired, created or arising trade names, trademarks, service marks, designs, trademark, service mark and trade name registrations, and applications for registration (including registrations resulting therefrom), logos and other business identifiers, domestic and foreign, and all rights of whatever kind appurtenant thereto (whether pursuant to a license or otherwise), including without limitation all of those used by the Assignor in whole or in part in conducting its business and including without limitation the marks, names, applications and registrations which are listed in Schedule A attached hereto, together with all proceeds and rights to receive income therefrom (such as, without limitation, licenses, royalties and proceeds of infringement suits), the right (but not the obligation) to register claims under any law and to apply for, renew and extend the same, the right to sue for past, present, and future infringements, the common law rights therein, goodwill of the businesses to which they relate and the rights to apply for registrations therefor throughout the world (collectively the "Trademarks"), and the good will of the business to which each of the Trademarks relates.

(b) In addition to the grant of a security interest provided in paragraph 1(a), Assignor hereby assigns and conveys to Administrative Agent, for the ratable benefit of the Banks, all of its right, title and interest in and to the Trademarks, which assignment and conveyance shall be evidenced by an Assignment of Marks, Registrations and Applications to be executed contemporaneously herewith, as the same may be amended and modified from time to time pursuant to paragraph 4 hereof or otherwise (the "Assignment"), the form of which is attached hereto as Exhibit 1; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon notice to Assignor by Administrative Agent of the occurrence of an Event of Default, and Administrative Agent shall be authorized to record the Assignment with the Patent and Trademark Office only upon the furnishing of such notice. Unless and until Administrative Agent provides Assignor with notice of an Event of Default under the Credit Agreement, Assignor shall own the title to the Trademarks and shall have the exclusive, non-transferable right to use the Trademarks on and in connection with products sold or services performed by Assignor, for Assignor's own benefit and account and for none other.

2. Representations and Warranties. Assignor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, and are not subject to or a subject of any pending or, to the best of Assignor's knowledge, threatened litigation;

- (b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;
- (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;
- (e) Assignor has the unqualified right to enter into this Agreement and perform its terms;
- (f) Assignor has used, and will continue to use for the duration of this Agreement, the symbols TM, ®, and SM, as appropriate, in connection with its use of the Trademarks;
- (g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its publication, marketing and distribution of products sold under the Trademarks;
- (h) Schedule A attached hereto identifies all of the Trademarks that Assignor owns or of which Assignor is entitled to the benefit; and
- (i) Assignor agrees not to sell or assign its interest in, or grant any license under the Trademarks, without the prior written consent of Administrative Agent.

3. Administrative Agent's Right to Inspect. Assignor hereby grants to Administrative Agent and its employees and agents the right to visit Assignor's plants and facilities which publish or store products sold under any of the Trademarks or in which any of the services rendered under the Trademarks are performed, and to inspect the products and quality control records and the records relating to the performance of services relating thereto upon reasonable notice to Assignor and at reasonable times during regular business hours. Assignor shall do any and all acts required in good faith by Administrative Agent to ensure Assignor's compliance with paragraph 2(g).

4. Rights to New Trademarks. If, before the Obligations shall have been satisfied in full and Assignor has no further right to obtain extensions of credit pursuant to the Credit Agreement, Assignor shall obtain rights to any new trade names, trademarks, service marks, designs, or trademark, service mark and trade name registrations or applications, the provisions of paragraph 1 shall automatically apply to such new Trademarks and Assignor shall give Administrative Agent prompt written notice thereof.

Assignor authorizes Administrative Agent to modify this Agreement, without the signature of Assignor, for the limited purpose of amending Schedule A and the Assignment to include any new Trademarks covered by paragraphs 1 and 4 hereof.

5. Remedies upon Default. Upon Administrative Agent's provision of notice to Assignor of the occurrence of an Event of Default, as that term is defined in the Credit Agreement, Assignor's ownership and rights in the trademarks shall terminate forthwith, and Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Credit Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located.

6. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Obligations and shall have no further right to obtain extensions of credit pursuant to the Credit Agreement, this Agreement shall terminate and Administrative Agent shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto.

7. Fees and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Administrative Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement or the Obligations.

8. Duties of the Assignor. Assignor agrees that, until all of the Obligations shall have been satisfied in full and Assignor shall have no further right to obtain extensions of credit pursuant to the Credit Agreement, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Administrative Agent's prior written consent. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Administrative Agent may in good faith request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Administrative Agent to exercise its rights and remedies hereunder.

Assignor shall have the duty to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have

been paid in full and Assignor shall have no further right to obtain extensions of credit pursuant to the Credit Agreement, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. After an Event of Default, the Assignor shall not abandon any Trademark without the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

Assignor shall have the right, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Administrative Agent may, if necessary, be joined as a nominal party to such suit if Administrative Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all damages, costs and expenses, including reasonable attorney's fees, incurred by Administrative Agent in the fulfillment of the provisions of this paragraph 8.

9. Appointment as Attorney-In-Fact. In the event of the occurrence of an Event of Default under the Credit Agreement, Assignor hereby irrevocably authorizes and empowers Administrative Agent to make, constitute and appoint any officer or Administrative Agent of Administrative Agent as Administrative Agent may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary to assign, pledge, convey or otherwise transfer or dispose of all of Assignor's right, title and interest in and to the Trademarks to Administrative Agent or any other party, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable for the life of this Agreement. The rights and powers conferred upon Administrative Agent under this Agreement are solely to protect its interest in the Trademarks and shall not impose any duty upon Administrative Agent to exercise any such rights or powers. Administrative Agent shall be accountable only for amounts that Administrative Agent actually receives as a result of the exercise of such rights and powers and neither Administrative Agent nor any of its officers, directors, employees or agents shall be responsible to Assignor for any act or failure to act, except for Administrative Agent's own gross negligence or willful misconduct.

10. Right to Enforce Trademarks. If Assignor fails to comply with any of its obligations hereunder, Administrative Agent may do so in Assignor's name or in Administrative Agent's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Administrative Agent in full for all expenses, including reasonable attorney's fees, incurred by Administrative Agent in protecting, defending and maintaining the Trademarks.

11. Cumulative Rights and Remedies; Waiver. All of Administrative Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement,

or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

No course of dealing between Assignor and Administrative Agent or any of the Banks, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent or any of the Banks, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Enforceability; Governing Law. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Ohio.

13. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

14. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided, however, that the foregoing provisions shall not invalidate or otherwise modify the restriction imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademarks.

15. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, Assignor and Administrative Agent have executed this instrument as of the date set forth above.

Signed and acknowledged
in the presence of:

ASSIGNOR:

VOCA CORP., a/k/a VOCA CORPORATION

Phillip Z. Munnally
Lois L. [Signature]

By [Signature]

Its: Vice President of Finance and
Administration and Treasurer

ADMINISTRATIVE AGENT:

THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

Phillip Z. Munnally
Lois L. [Signature]

By [Signature]

Its: Vice President

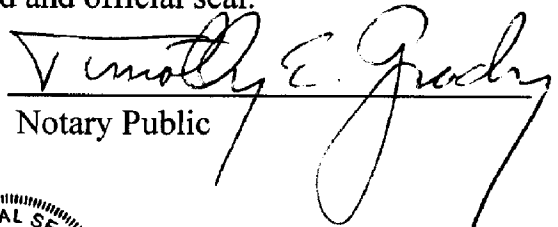
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF OHIO

COUNTY OF FRANKLIN, SS:

On this 2nd day of October, 1998, before me, a Notary Public in and for said County and State, personally appeared Kevin H. King, known to me to be the person who as Vice President of Finance and Administration and Treasurer of VOCA Corp., the company which executed the foregoing instrument, sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public



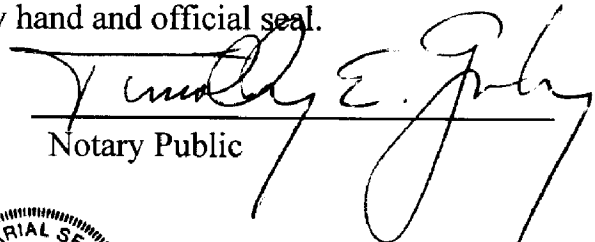
TIMOTHY E. GRADY, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

STATE OF OHIO

COUNTY OF FRANKLIN, SS:

On this 2nd day of October, 1998, before me, a Notary Public in and for said County and State, personally appeared Mark A. Koscielski, who acknowledged himself to be the Vice President of The Huntington National Bank, the national banking association which executed the foregoing instrument and who acknowledged that he, as such officer of said association, being duly authorized by the Board of Directors of said association, did execute the foregoing instrument for and on behalf of said association and that such signing is the free act and deed of said association for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public



TIMOTHY E. GRADY, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

COLUMBUS/0477519.03

**SCHEDULE A
TO TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT
BY VOCA CORP.
DATED AS OF OCTOBER 2, 1998**

<u>Mark</u>	<u>Registration/ Application No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
PEOPLESERVE	75/512,143 Pending	June 26, 1998	
BRINGING OUT THE BEST IN PEOPLE	2,125,304 Registered		December 30, 1997
VOCA	2,126,975 Registered		January 6, 1998

COLUMBUS/0477519.03

**TRADEMARK
REEL: 1827 FRAME: 0967**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**ASSIGNMENT OF MARKS, REGISTRATIONS AND APPLICATIONS**

WHEREAS, VOCA Corp., a/k/a VOCA Corporation, an Ohio corporation, having a mailing address at 5555 Parkcenter Circle, Dublin, Ohio 43017-3586 ("Assignor") is the owner of the trademark registrations shown in Schedule A and the owner of the trademark applications identified by serial number in Schedule A (collectively "the Marks"); and

WHEREAS, The Huntington National Bank, a national banking association with offices at 41 South High Street, Columbus, Ohio 43215, as Administrative Agent (the "Administrative Agent") for those financial institutions (collectively, the "Banks" and individually a "Bank") from time to time parties to that certain Amended and Restated Credit and Security Agreement dated as of October ____, 1998, between and among Assignor, PeopleServe, Inc., VOCA Corporation of America, VOCA Corporation of Florida, VOCA Corporation of Indiana, VOCA Corporation of Maryland, VOCA Corporation of New Jersey, VOCA Corporation of North Carolina, VOCA Corporation of Ohio, VOCA Corporation of Washington, D.C., VOCA Corporation of West Virginia, Inc., EduCare Community Living Corporation - America, EduCare Community Living Corporation - Gulf Coast, EduCare Community Living Corporation - Missouri, EduCare Community Living Corporation - Nevada, EduCare Community Living Corporation - New Mexico, EduCare Community Living Corporation - North Carolina, EduCare Community Living Corporation - Texas, EduCare Home Health Corporation - Texas and B.W.J. Opportunity Centers, Inc. (collectively, the "Borrowers"), Huntington Capital Corp., as Syndication Agent, in its capacity as Syndication Agent for the Banks (the "Syndication Agent"), Administrative Agent and Banks (as

such agreement may be amended, modified, restated or supplemented from time to time, the "Credit Agreement"), for the ratable benefit of the Banks ("Assignee"), is desirous of acquiring the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks, including all claims for damages for past infringement, together with the goodwill of the businesses symbolized by the Marks.

VOCA CORP., a/k/a VOCA CORPORATION

By _____

Its: _____

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

On this _____ day of October, 1998, before me, the subscriber, a notary public in and for said county and state, personally appeared _____, known to me to be the person who as _____ of VOCA Corp., the company which executed the foregoing instrument, signed the same, and acknowledged that he did so sign said instrument in the name and upon behalf of the said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

COLUMBUS/0477519.03