FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

OIPE JC130 JUL 20 2000 PATENT & TRADEMARK OFFICE

08-16-2000

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [X] Other Mortgage

Effective Date Month Day Year: 06 / 29 / 00

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 06/ 29 /00

Name: Addus Health Care, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization: IL

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A., as Collateral AGent

DBA/AKA/TA:

Composed of:

Address (line 1): 231 South LaSalle Street

Address (line 2):

Address (line 3): Chicago (City) IL (State/Country) 60697 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [X] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: IL

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

RECEIVED JUL 24 2000 OIPE/JCWS

FOR OFFICE USE ONLY

08/15/2000 DNGUYEN 00000152 2161199
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name: Bank of America, N.A., as Collateral Agent

Address (line 1): 231 South LaSalle Street

Address (line 2):

Address (line 3): Chicago, IL 60697

Address (line 4):

Correspondent Name and Address

Area Code and Telephone Number: 312-704-3561

Name: Frances Makuch

Address (line 1): Hinshaw & Culbertson

Address (line 2): 222 N. LaSalle Street

Address (line 3): Suite 300

Address (line 4): Chicago, IL 60601

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 16 (pages)

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			2161199		

Number of Properties

Enter the total number of properties involved. # one

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

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 document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing	Signature	Date Signed
Mark S. Heaney, V.P. / C.O.O.	M S Heaney	7/13/00

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

OIPE JC130 JUL 20 2000 PATENT & TRADEMARK OFFICE

Name: N/A

Formerly:

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name:

DBA/AKA/TA:

Composed of:

Address (line 1):

Address (line 2):

Address (line 3):

City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

☐ Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		

PATENT, TRADEMARK AND LICENSE MORTGAGE

This Patent, Trademark and License Mortgage (this "Mortgage"), made as of this 29th day of June 2000, by Addus Healthcare, Inc., an Illinois corporation, with its chief executive office and principal place of business at 2401 South Plum Grove Road, Palatine, IL 60067 and its subsidiaries including CC Acquisition Corporation, MHCS Incorporated, PHC Acquisition Corporation, Professional Reliable Nursing Services, Inc., San Francisco Home Care, Benefits Assurance Co., Inc., Edens Medical Supply, LLC, ABC Medical Supply, Inc., Impulse C.V. Stat (d/b/a Superior Home Care), Arcadia Services, Inc., Arcadia Health Services, Inc., Arcadia Health Services of Michigan, Inc., Arcadia Staff Resources, Inc., Arcadia Employee Services, Inc., Arcadia Medical Products, Inc., Grayrose, Inc., ASR Staffing, Inc., Ft. Smith Home Health Agency, Inc. (d/b/a Carenetwork of Ft. Smith), Hot Springs Home Health Agency, Inc. (d/b/a Carenetwork of Hot Springs), Little Rock Home Health Agency, Inc. (d/b/a Carenetwork of Little Rock) and Lowell Home Health Agency, Inc. (d/b/a Carenetwork of Lowell) (Company and Subsidiaries collectively referred to herein as "Mortgagor") in favor of Bank of America, N.A., as collateral agent ("Mortgagee") with an office at 231 South LaSalle Street, 11th Floor, Chicago, Illinois 60697;

W I T N E S S E T H:

WHEREAS, Mortgagee, Administrative Agent, Banks and Mortgagor are parties to a certain Amended and Restated Credit Agreement of even date herewith (as amended from time to time, the "Loan Agreement"), which Loan Agreement provides, among other things, (i) for Banks to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee, as collateral agent for Banks, of a security interest in substantially all of Mortgagor's assets, including, without limitation, the patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and certain licenses of Mortgagor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Mortgagor agrees as follows:

1. **Capitalized Terms.** All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. **Mortgage of Patents, Trademarks and Licenses.** To secure the complete and timely satisfaction of all of the Obligations, Mortgagor hereby grants, bargains, assigns, mortgages, creates a security interest in, pledges, transfers and conveys to Mortgagee, as and by way of a mortgage and security interest having priority over all other security interests, all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A

attached hereto and hereby made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv) of this subsection 2(a), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(b) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark registration applications, including, without limitation, the trademarks, tradenames, service marks, registrations and applications for registration listed on Exhibit B attached hereto and hereby made a part hereof, and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (i)-(iv) of this subsection 2(b), are sometimes hereinafter referred to individually as a "Trademark", and, collectively, as the "Trademarks" provided, however, that the terms Trademark or Trademarks shall not include any marks that Mortgagor presently intends to use and for which Mortgagor has filed an intent-to-use application with the United States Patent and Trademark Office, subject to Paragraph 5 below;

(c) all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any registration or application for registration or any other tradename or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof, and excluding all license agreements which, according to their terms, may not be assigned without the prior written consent of the licensors thereto (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(d) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

Upon the occurrence of an Event of Default, Mortgagee shall have the power, to the extent permitted by law, to sell the Patents, Trademarks and Licenses.

3. Warranties, Representations and Covenants. Mortgagor warrants and represents to Mortgagee that:

(a) None of the Patents, Trademarks and Licenses have been adjudged invalid or unenforceable or have been canceled, in whole or in part, or are not presently subsisting;

(b) Each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shop rights and covenants by Mortgagor not to sue third persons;

(d) Mortgagor has adopted, used and is currently using, or has a current bona fide intention to use, all of the Trademarks;

(e) Mortgagor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks or Licenses; and

(f) Mortgagor has the right to execute and deliver this Mortgage and perform its terms.

4. **Restrictions on Future Agreements.** Mortgagor agrees that until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Mortgagor shall not sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with the obligations under this Mortgage, without the prior written consent of Mortgagee, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. **New Patents, Trademarks, and Licenses.** Mortgagor represents and warrants that the Patents, Trademarks and Licenses listed on Exhibits A, B and C, respectively, constitute all of the Patents and Trademarks now owned by, and Licenses granted by or to, Mortgagor. If, before the Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Mortgagor shall (i) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (ii) become entitled to the benefit of any Patents, Trademarks, or Licenses or any improvement on any Patent, the provisions of this Mortgage shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

6. **Royalties; Term.** The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (ii) the date upon which all of the Obligations have been paid in full and the Loan Agreement has been terminated. Upon the occurrence of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

TRADEMARK
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7. **Grant of License to Mortgagor.** Unless and until an Event of Default shall have occurred, Mortgagee hereby grants to Mortgagor the exclusive, nontransferable right and license to use the Trademarks in the ordinary course of its business, to exercise Mortgagee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Mortgagor's own benefit and account. Mortgagor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Mortgagor in this Section 7, without the prior written consent of Mortgagee. Upon the occurrence of an Event of Default, Mortgagor's license with respect to the Patents, Trademarks and Licenses set forth in this Section 7 shall terminate forthwith.

8. **Mortgagee's Right to Inspect.** Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of the Obligations and termination of the Loan Agreement, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

9. **Release of Mortgage.** This Mortgage is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Loan Agreement, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

10. **Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate applicable to the Loans from time to time.

11. **Duties of Mortgagor.** To the extent deemed necessary in the exercise of Mortgagor's reasonable business judgment, Mortgagor shall have the duty (i) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on Trademarks and service marks, as appropriate, (iii) to preserve and maintain all

rights in the Patents, Trademarks and Licenses, and (iv) to ensure that the Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 11 shall be borne by Mortgagor. To the extent deemed necessary in the exercise of Mortgagor's reasonable business judgment, Mortgagor shall not abandon any right to file a Patent, Trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the written consent of Mortgagee.

12. **Mortgagee's Right to Sue.** After the occurrence of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 12.

13. **Waivers.** No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan 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.

14. **Severability.** The provisions of this Mortgage 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 Mortgage in any jurisdiction.

15. **Modification.** This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses, (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in its best interest, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until the Obligations shall have been paid in full and the Loan Agreement has been terminated. Mortgagor acknowledges and agrees that

this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (or such other applicable law) as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

17. **Binding Effect; Benefits.** This Mortgage shall be binding upon Mortgagor and its successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

18. GOVERNING LAW. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

19. CONSENT TO FORUM AND WAIVERS. MORTGAGOR HEREBY CONSENTS AND AGREES THAT THE STATE AND FEDERAL COURTS IN ILLINOIS SHALL HAVE NONEXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES WITH RESPECT TO THIS MORTGAGE AND WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT AND CONSENTS THAT ALL SERVICE OF PROCESS UPON MORTGAGOR BE MADE BY REGISTERED MAIL OR MESSENGER DIRECTED TO MORTGAGOR AT THE ADDRESS SET FORTH AT THE BEGINNING OF THIS MORTGAGE AND THAT SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. MORTGAGOR HEREBY AGREES THAT ANY CLAIM OR DISPUTE BROUGHT BY MORTGAGOR AGAINST MORTGAGEE OR ANY MATTER ARISING OUT OF THIS MORTGAGE SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS IN ILLINOIS. MORTGAGOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF MORTGAGEE TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF MORTGAGEE TO BRING ANY ACTION OR PROCEEDING AGAINST MORTGAGOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.

20. **Headings.** Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

21. **Further Assurances.** Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

22. **Survival of Representations.** All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreement.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

ADDUS HEALTHCARE, INC.
an Illinois corporation
By: _____
Its: President

CC ACQUISITION CORPORATION
By: _____
Its: President

MHCS INCORPORATED
By: _____
Its: President

PHC ACQUISITION CORPORATION
By: _____
Its: President

PROFESSIONAL RELIABLE NURSING SERVICES, INC.
By: _____
Its: President

SAN FRANCISCO HOME CARE
By: _____
Its: President

BENEFITS ASSURANCE CO., INC.
By: _____
Its: President

TRADEMARK
REEL: 002120 FRAME: 0406

EDENS MEDICAL SUPPLY, LLC

By: _____
Its: President

ABC MEDICAL SUPPLY, INC.

By: _____
Its: President

IMPULSE C.V. STAT (d/b/a SUPERIOR HOME CARE)

By: _____
Its: President

ARCADIA SERVICES, INC.

By: _____
Its: President

ARCADIA HEALTH SERVICES, INC.

By: _____
Its: President

ARCADIA HEALTH SERVICES OF MICHIGAN, INC.

By: _____
Its: President

ARCADIA STAFF RESOURCES, INC.

By: _____
Its: President

ARCADIA EMPLOYEE SERVICES, INC.

By: _____
Its: President

ARCADIA MEDICAL PRODUCTS, INC.

By: _____
Its: President

TRADEMARK
REEL: 002120 FRAME: 0407

GRAYROSE, INC.

By: _____
Its: President

ASR STAFFING, INC.

By: _____
Its: President

FT. SMITH HOME HEALTH AGENCY, INC.
(d/b/a CARENETWORK OF FT. SMITH)

By: _____
Its: President

HOT SPRINGS HOME HEALTH AGENCY, INC.
(d/b/a CARENETWORK OF HOT SPRINGS)

By: _____
Its: President

LITTLE ROCK HOME HEALTH AGENCY, INC.
(d/b/a CARENETWORK OF LITTLE ROCK)

By: _____
Its: President

LOWELL HOME HEALTH AGENCY, INC.
(d/b/a CARENETWORK OF LOWELL)

By: _____
Its: President

AGREED AND ACCEPTED THIS
_____ day of _____,
2000.

Bank of America, N.A., as collateral agent

By:_____
Its:_____

STATE OF IL)
) **SS**
COUNTY OF COOK)

The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this 30th day of JUNE, 2000, by W. ANDREA UPLIGHT _____ personally known to me to be the PRESIDENT of Addus Healthcare, Inc., CC Acquisition Corporation, MHCS Incorporated, PHC Acquisition Corporation, Professional Reliable Nursing Services, Inc., San Francisco Home Care, Benefits Assurance Co., Inc., Edens Medical Supply, LLC, ABC Medical Supply, Inc., Impulse C.V. Stat (d/b/a Superior Home Care), Arcadia Services, Inc., Arcadia Health Services, Inc., Arcadia Health Services of Michigan, Inc., Arcadia Staff Resources, Inc., Arcadia Employee Services, Inc., Arcadia Medical Products, Inc., Grayrose, Inc., ASR Staffing, Inc., Ft. Smith Home Health Agency, Inc. (d/b/a Carenetwork of Ft. Smith), Hot Springs Home Health Agency (d/b/a Carenetwork of Hot Springs), Little Rock Home Health Agency, Inc. (d/b/a Carenetwork of Little Rock), Lowell Home Health Agency, Inc. (d/b/a Carenetwork of Lowell), on behalf of such corporations.

Franchelle J. Gibson
Notary Public

Commission Expires:

OFFICIAL SEAL
FRANCHELLE J GIBSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/18/03

780148/644411.4-HC01_DS1A

AGREED AND ACCEPTED THIS
_____ day of _____,
2000.

Bank of America, N.A., as collateral agent

By: Paula K. Berry
Its: Vice President

STATE OF Illinois)
) **SS**
COUNTY OF Cook)

The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this 28 day of June, 2000, by Paula K. Berry _____ personally known to me to be the _____ of Addus Healthcare, Inc., CC Acquisition Corporation, MHCS Incorporated, PHC Acquisition Corporation, Professional Reliable Nursing Services, Inc., San Francisco Home Care, Benefits Assurance Co., Inc., Edens Medical Supply, LLC, ABC Medical Supply, Inc., Impulse C.V. Stat (d/b/a Superior Home Care), Arcadia Services, Inc., Arcadia Health Services, Inc., Arcadia Health Services of Michigan, Inc., Arcadia Staff Resources, Inc., Arcadia Employee Services, Inc., Arcadia Medical Products, Inc., Grayrose, Inc., ASR Staffing, Inc., Ft. Smith Home Health Agency, Inc. (d/b/a Carenetwork of Ft. Smith), Hot Springs Home Health Agency (d/b/a Carenetwork of Hot Springs), Little Rock Home Health Agency, Inc. (d/b/a Carenetwork of Little Rock), Lowell Home Health Agency, Inc. (d/b/a Carenetwork of Lowell), on behalf of such corporations.

_____
Notary Public

Commission Expires:

STATE OF Illinois)
) **SS**
COUNTY OF Cook)

The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this 28 day of June, 2000 by Paula K. Berry _____ personally known to me to be the Vice President of **Bank of America, N.A.**, on behalf of such corporation.

Joan M. Ficaro
Notary Public

Commission Expires: 5/17/2002

"OFFICIAL SEAL"
JOAN M. FICARO
Notary Public, State of Illinois
My Commission Expires 5-17-2002

AFTER FILING RETURN THIS INSTRUMENT TO:

Frances Makuch, Esq.
Hinshaw & Culbertson
222 North LaSalle Street, Suite 300
Chicago, IL 60601

780148/644411.4-HC01_DS1A

STATE OF _____)
) SS
COUNTY OF_____)

The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this _____ day of _____, 20___, by _____ _____ personally known to me to be the _____ of **Bank of America, N.A.**, on behalf of such corporation.

_____
Notary Public

Commission Expires:

AFTER FILING RETURN THIS INSTRUMENT TO:

Frances Makuch, Esq.
Hinshaw & Culbertson
222 North LaSalle Street, Suite 300
Chicago, IL 60601

780148/644411.4-HC01_DS1A

EXHIBIT A

PATENTS

PATENT	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE

780148/644411.4-HC01_DS1A

EXHIBIT B

TRADEMARKS/SERVICEMARKS

TRADEMARK/ SERVICEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
ADDUS	2,161,199	

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EXHIBIT C

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