



4-22-01

To the Honorable Commissioner of P.

101760234

attached original documents or copy thereof.

1. Name of conveying party(ies):

National Mentor, Inc.

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporate-State Delaware
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: March 9, 2001

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

Name: Fleet National Bank

Internal Address: \_\_\_\_\_

Street Address: 100 Federal Street

City: Boston State MA ZIP 02110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached?  yes  no

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

1. 75/478,446 (5/4/98)

B. Trademark Registration No.(s)

1. 2,331,885 (3/21/00)  
2. 1,376,444 (12/17/85)

Additional numbers attached?  Yes  No

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

Name: Judy Radoccia

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

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 document.

Judy Radoccia  
Name of Person Signing

Judy Radoccia  
Signature

June 21, 2001  
Date

Total number of pages including cover sheet, attachments, and document 10

**EXHIBIT A**

**TO TRADEMARK RECORDATION COVER SHEET**

Additional names of conveying parties:

- 1.) National Mentor Holdings, Inc.
- 2.) Center for Comprehensive Services, Inc.
- 3.) First Step Independent Living Program, Inc.
- 4.) Horrigan Cole Enterprises, Inc.
- 5.) Illinois Mentor, Inc.
- 6.) Rehabilitation Achievement Center, Inc.
- 7.) South Carolina Mentor, Inc.
- 8.) Massachusetts Mentor, Inc.
- 9.) Ohio Mentor, Inc.
- 10.) National Mentor Healthcare, Inc.
- 11.) Carolina Behavioral Services, LLC
- 12.) Unlimited Quest, Inc.
- 13.) Loyd's Liberty Homes, Inc.
- 14.) Assisted Living Services, Inc.

## SECURITY AGREEMENT (TRADEMARKS)

This Security Agreement (Trademarks) is made as of March 9, 2001 by the various debtors signatory hereto, either on the date hereof or by joinder after the date hereof (hereinafter referred to collectively as the "Debtors", and each individually, a "Debtor"), each having its chief executive office at 313 Congress Street, Boston, MA 02210, in favor of FLEET NATIONAL BANK, as Administrative Agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the benefit of the various financial institutions who are or hereafter become Lenders under, and as defined in, the Credit Agreement referred to below (the "Lenders")(collectively, the Agent and the Lenders are referred to as the "Secured Parties").

### 1. Recitals.

A. National Mentor Holdings, Inc. (the "Parent"), National Mentor, Inc. (the "Borrower") and the Secured Parties are entering into a Credit Agreement of even date herewith (as the same may be amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to lend and to make certain other financial accommodations available to the Borrower, upon and subject to the terms and conditions thereof. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

B. Each Debtor is the owner of all right, title and interest, in and to the registrations and applications for registration of the trademarks and service marks (collectively, "Trademarks") listed and described in Schedule A attached. Secured Parties, for the benefit of themselves, their successors and assigns, subject to the terms and agreements contained herein, wish to acquire a security interest in the Trademarks, together with all of the goodwill of the business in connection with which such Trademarks as security for the Obligations (as defined in the Credit Agreement).

2. Security Interest. Each Debtor does hereby grant to Secured Parties a security interest in all of its existing and hereafter acquired trademarks, service marks, tradenames and assumed names, including without limitation, the Trademarks listed on Schedule A hereto, together with all of the goodwill of the business in connection therewith, all claims for damage by reason of infringement relating thereto, and any and all proceeds thereof and general intangibles relating thereto (all of the foregoing, collectively the "Collateral"). The security interest hereby granted in the Collateral shall secure the Obligations.

3. Further Assurances. Each Debtor hereby agrees to execute and sign, without further consideration, any other legal document and to do all other acts that may be reasonably necessary to secure to the Secured Parties their interests as aforesaid in and to said applications or any part thereof and in and to the Collateral. Each Debtor further covenants and agrees that it will, at any time upon request, communicate to the Secured Parties, its successors, assigns or other legal representatives, any material facts known to it relating to the Collateral, including without limitation any applications therefor.

4. Encumbrances. Each Debtor does hereby covenant for itself and its legal representatives that there is no existing Lien on any of the Collateral (except as may be permitted under Section 8.02 of the redit Agreement) and it has not granted any license to use any of the Collateral outside of the ordinary course of business, and that in connection therewith, each Debtor will not henceforth encumber any of the Collateral (except as may be permitted under the Credit Agreement).

5. Use of Collateral. Until the Debtors shall be in default under Section 6 hereof, each Debtor may exercise any and all rights with respect to the Collateral, including the right to pursue and enforce any and all claims for damage by reason of infringement of the Collateral.

6. Default. The Debtors shall be in default hereunder upon the occurrence and during the continuation of any Event of Default under the Credit Agreement. Notice of the time and place of any public sale, or of the date after which a private sale of the Collateral granted to Secured Parties hereby, shall be deemed reasonable if given at least 20 days before the date of any public sale or the date after which a private sale shall take place. Secured Party may deduct from the proceeds of any such sale its costs and expenses of taking, holding and selling such Collateral, including its reasonable attorneys fees.

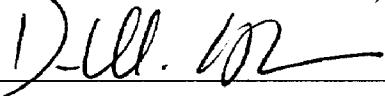
7. Release. Upon payment in full of the Obligations, the Secured Parties shall execute and deliver to the Debtors such instruments as may be necessary in order to fully release the security interests granted hereby.

\*The Next Page is the Signature Page.\*

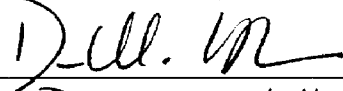
Each of the undersigned has caused this Security Agreement (Trademarks) to be signed by its duly authorized officer under seal as of the day and year first written above.

DEBTORS:

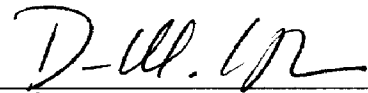
NATIONAL MENTOR HOLDINGS, INC.

By:   
Name: Denis M. Holler  
Title: Vice President

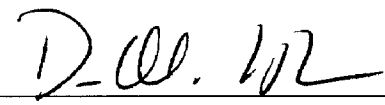
NATIONAL MENTOR, INC.

By:   
Name: Denis M. Holler  
Title: Vice President

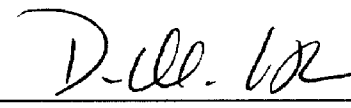
CENTER FOR COMPREHENSIVE SERVICES, INC.

By:   
Name: Denis M. Holler  
Title: Vice President

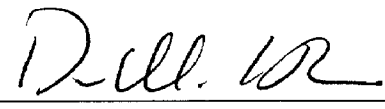
FIRST STEP INDEPENDENT LIVING PROGRAM, INC.

By:   
Name: Denis M. Holler  
Title: Vice President

HORRIGAN COLE ENTERPRISES, INC.

By:   
Name: Denis M. Holler  
Title: Vice President

ILLINOIS MENTOR, INC.

By:   
Name: Denis M. Holler  
Title: Vice President

REHABILITATION ACHIEVEMENT  
CENTER, INC.

By: D-ll. 1R  
Name: Denis M. Holler  
Title: Vice President

SOUTH CAROLINA MENTOR, INC.

By: D-ll. 1R  
Name: Denis M. Holler  
Title: Vice President

MASSACHUSETTS MENTOR, INC.

By: D-ll. 1R  
Name: Denis M. Holler  
Title: Vice President

OHIO MENTOR, INC.

By: D-ll. 1R  
Name: Denis M. Holler  
Title: Vice President

NATIONAL MENTOR HEALTHCARE, INC.

By: D-ll. 1R  
Name: Denis M. Holler  
Title: Vice President

CAROLINA BEHAVIORIAL SERVICES, LLC

By: D-ll. 1R  
Name: Denis M. Holler  
Title: Vice President

UNLIMITED QUEST, INC.

By: D. M. Holler  
Name: Denis M. Holler  
Title: Vice President

LOYD'S LIBERTY HOMES, INC.

By: D. M. Holler  
Name: Denis M. Holler  
Title: Vice President

ASSISTED LIVING SERVICES, INC.

By: D. M. Holler  
Name: Denis M. Holler  
Title: Vice President

AGENT:

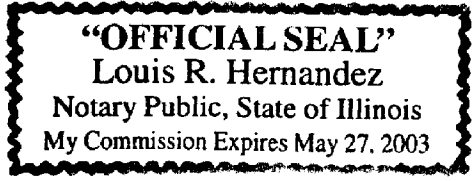
FLEET NATIONAL BANK, as Agent

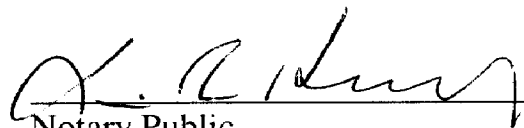
By: Eriger Hohenthaler  
Title: Managing Director

State of Illinois  
County of Cook

April 9, 2001

Then personally appeared the above named Denis Holter, and acknowledged that he/she executed the foregoing Security Agreement (Trademarks) as his/her free act and deed before me on behalf of each of the foregoing Debtors, as duly authorized agent thereof.



  
\_\_\_\_\_  
Notary Public  
My commission expires: 5/27/03



Schedule A

Registered Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>U.S. Registration Number</u>	<u>U.S. Registration Date</u>
Design	National Mentor, Inc.	2,331,885	March 21, 2000
MENTOR and Design	National Mentor, Inc.	1,376,444	Dec. 17, 1985

Trademark Applications

<u>Trademark</u>	<u>Owner</u>	<u>App. No.</u>	<u>App. Date</u>
THE MENTOR TRADEMARK (stylized)	National Mentor, Inc.	75/478446	May 4, 1998 (Pending)