

b settings = = =



To the Honorable Commissioner of Patent:

102446867

ed original documents or copy thereof.

Name of conveying party(ies):

National Mentor, Inc.

5-13-03

2. Name and address of receiving party(ies)

Name: Fleet National Bank, as agent

Internal Address:

Street Address: 100 Federal Street

City: Boston State: MA ZIP: 02110

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State

Other

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

Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Individual(s) citizenship

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

(Designations must be a separate document from assignment)

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

Execution Date: May 1, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

05/13/2003 101021 0000066 2331883

DO NOT USE THIS SPACE

01 FC:0521 40.00 00

02 FC:0522 30.00 00

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.

Laura Konrath

Name of Person Signing

*[Signature]*  
Signature

5/6/03

Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

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

Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 002730 FRAME: 0766

Continuation  
Item 7

Schedule A

Registered Trademarks

| <u>Trademark</u>     | <u>Owner</u>          | <u>U.S.<br/>Registration<br/>Number</u> | <u>U.S.<br/>Registration<br/>Date</u> |
|----------------------|-----------------------|---|---------------------------------------|
| Design               | National Mentor, Inc. | 2,331,885                               | March 21, 2000                        |
| MENTOR and<br>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<br>TRADEMARK<br>(stylized) | National Mentor, Inc. | 75/478446       | May 4, 1998<br>(Pending) |

SERVICE MARK SECURITY AGREEMENT (TRADEMARKS)

This Service Mark Security Agreement (Trademarks) is made as of May 1, 2003 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, LLC (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. Each Debtor is a subsidiary of the Parent and as such will obtain direct and substantive benefit from the making of loans by the Secured Parties under the Credit Agreement. 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 7.3 of the Credit 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.

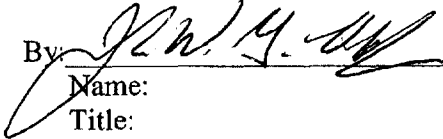
7. Release. Upon payment in full of the Obligations, the Secured Parties shall execute and deliver to the Debtors such instruments as may be necessary in order to fully release the security interests granted hereby.

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

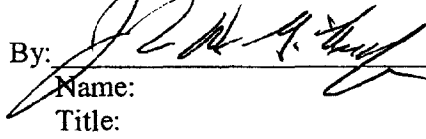
Each of the undersigned has caused this Service Mark Security Agreement (Trademarks) to be signed by its duly authorized officer under seal as of the day and year first written above.

DEBTORS:

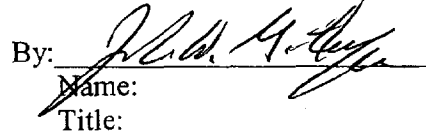
NATIONAL MENTOR HOLDINGS, INC.

By:   
Name:  
Title:

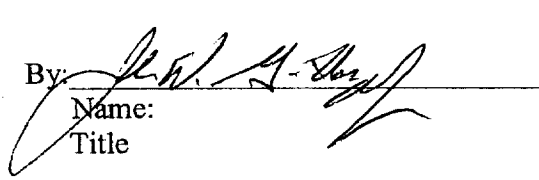
CALIFORNIA MENTOR HOLDINGS, INC.

By:   
Name:  
Title:

MENTOR BUSINESS TRUST

By:   
Name:  
Title:

NATIONAL MENTOR SERVICES, INC.  
NATIONAL MENTOR SERVICES, LLC  
FAMILY ADVOCACY SERVICES, LLC  
NATIONAL MENTOR, INC.  
CENTER FOR COMPREHENSIVE  
SERVICES, INC.  
ILLINOIS MENTOR, INC.  
REHABILITATION ACHIEVEMENT  
CENTER, INC.  
OHIO MENTOR, INC.  
SOUTH CAROLINA MENTOR, INC.  
MASSACHUSETTS MENTOR, INC.  
NATIONAL MENTOR HEALTHCARE, INC.  
CAROLINA BEHAVIORAL SERVICES, LLC  
LOYD'S LIBERTY HOMES, INC.  
UNLIMITED QUEST, INC.  
MICHIGAN MENTOR, INC.  
MENTOR MARYLAND, INC.  
FIRST STEP INDEPENDENT LIVING, INC.  
HORRIGAN COLE ENTERPRISES, INC.  
MENTOR MANAGEMENT, INC.  
GACKLE CARE CENTER, INC.  
REM, INC.  
REM ARIZONA, INC.  
REM ARIZONA REHABILITATION, INC.  
REM ARROWHEAD, INC.  
REM ATLANTIC, INC.  
REM CENTRAL LAKES, INC.  
REM COLORADO, INC.  
REM COMMUNITY OPTIONS, INC.  
REM CONNECTICUT COMMUNITY  
SERVICES, INC.  
REM CONSULTING & SERVICES, INC.  
REM CONSULTING OF OHIO, INC.  
REM COUNCIL BLUFFS, INC.  
REM DEVELOPMENTAL SERVICES, INC.  
REM HEALTH, INC.  
REM HEALTH OF IOWA, INC.  
REM HEALTH OF WISCONSIN, INC.

By:   
Name:  
Title

REM HEALTH OF WISCONSIN II,  
INC.  
REM HEARTLAND, INC.  
REM HENNEPIN, INC.  
REM HOME HEALTH, INC.  
REM INDIANA, INC.  
REM INDIANA COMMUNITY SERVICES,  
INC.  
REM INDIANA COMMUNITY SERVICES II,  
INC.  
REM IOWA COMMUNITY SERVICES, INC.  
REM IOWA, INC.  
REM LEADWAY, INC.  
REM MANAGEMENT, INC.  
REM MARYLAND, INC.  
REM MINNESOTA COMMUNITY  
SERVICES, INC.  
REM MINNESOTA, INC.  
REM MONTANA COMMUNITY SERVICES,  
INC.  
REM NEVADA, INC.  
REM NEW JERSEY, INC.  
REM NORTH DAKOTA, INC.  
REM NORTH STAR, INC.  
REM OHIO, INC.  
REM OHIO WAIVERED SERVICES, INC.  
REM OKLAHOMA COMMUNITY  
SERVICES, INC.  
REM PENNSYLVANIA COMMUNITY  
SERVICES, INC.  
REM RAMSEY, INC.  
REM RIVER BLUFFS, INC.  
REM SILS OF IOWA, INC.  
REM SOUTH CENTRAL SERVICES, INC.  
REM SOUTHWEST SERVICES, INC.  
REM UTAH, INC.  
REM WEST VIRGINIA, INC.  
REM WISCONSIN, INC.  
REM WISCONSIN II, INC.  
REM WISCONSIN III, INC.  
REM WOODVALE, INC.

By: 

Name:

Title:

AGENT:

FLEET NATIONAL BANK, as Agent

By: Binger Stohenthaler  
Name:  
Title:



Schedule A

Registered Trademarks

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