

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Service Mark Security Agreement (Trademarks) and Appointment of Successor Administrative Agent

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleet National Bank, as Administrative Agent		11/04/2004	National bank:
National Mentor, Inc.		11/04/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York banking corporation:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2331885	
Registration Number:	1376444	MENTOR
Serial Number:	75478446	THE MENTOR NETWORK

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-2254
 Email: LLevy@stblaw.com
 Correspondent Name: Robyn Rahbar, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1073
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OP \$90.00 2331885

NAME OF SUBMITTER:

Lea B. Levy

Total Attachments: 7

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**FIRST AMENDMENT TO
SERVICE MARK SECURITY AGREEMENT (TRADEMARKS) AND APPOINTMENT
OF SUCCESSOR ADMINISTRATIVE AGENT**

This FIRST AMENDMENT TO THE SERVICE MARK SECURITY AGREEMENT AND APPOINTMENT OF SUCCESSOR ADMINISTRATIVE AGENT, dated as of November 4, 2004 (the "Amendment"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of JPMorgan Chase Bank, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, National MENTOR, LLC, a Delaware limited liability company (the "Borrower"), has previously entered into a Credit Agreement dated as of May 1, 2003 (as amended, supplemented or modified from time to time, the "Existing Credit Agreement"), among the Borrower, National Mentor Holdings, Inc., as parent ("Holdings"), the Lenders from time to time parties to the Existing Credit Agreement, Dymas Capital Management Company, LLC, General Electric Capital Corporation and Merrill Lynch Capital, as co-documentation agents, J.P. Morgan Securities Inc., as syndication agent, joint book runner and co-lead arranger, Fleet Securities, Inc., as joint book runner and co-lead arranger and Fleet National Bank as the administrative agent (in such capacity, the "Existing Administrative Agent").

WHEREAS, in connection with the Existing Credit Agreement, the Grantors have executed and delivered that certain Guarantee and Security Agreement, dated as of May 1, 2003, in favor of the Existing Administrative Agent for the benefit of the Lenders (as amended, supplemented, replaced or otherwise modified from time to time, the "Existing Guarantee and Security Agreement").

WHEREAS, Holdings, the Borrower and National Mentor Inc. have requested that the Existing Credit Agreement be amended and restated.

WHEREAS, National Mentor, Inc. has entered into an Amended and Restated Credit Agreement dated as of the date hereof with the Administrative Agent and the Lenders party thereto (the "Credit Agreement"; capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement), pursuant to which National Mentor, Inc. has assumed all of Borrower's rights and obligations under the Existing Credit Agreement.

WHEREAS, the Existing Administrative Agent under the Existing Guarantee and Security Agreement has been replaced by the Administrative Agent pursuant to the Credit Agreement as agent for the Lenders under the Guarantee and Security Agreement and the other Loan Documents, and all rights held by the Existing Administrative Agent are hereby assigned, conveyed and transferred to the Administrative Agent.

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered that certain Amended and Restated Guarantee and Security Agreement dated as of the date hereof, in favor of the Administrative Agent for the ratable benefit of the Lenders (the "Guarantee and Security Agreement").

WHEREAS, under the terms of the Existing Guarantee and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property, including but not limited to certain trademarks of the Grantors to the Existing Administrative Agent for the ratable benefit of the Lenders, and have agreed to execute this Amendment for recording with the United States Patent and Trademark Office and other applicable governmental authorities.

WHEREAS, the Service Mark Security Agreement was recorded against certain Intellectual Property Collateral in the United States Patent and Trademark Office at Reel 2730 Frame 0766 and as set forth on Schedule A, attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Appointment of Successor Administrative Agent. Each Grantor and the Administrative Agent hereby agree that all references in the Service Mark Security Agreement to the Existing Administrative Agent shall be deemed to be references to the Administrative Agent.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Amendment.

SECTION 3. Execution in Counterparts. This Amendment may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

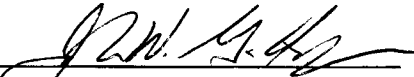
SECTION 4. Governing Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Amendment has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Amendment are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

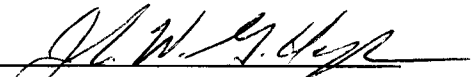
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IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed and delivered under seal as of the date first above written.

NATIONAL MENTOR HOLDINGS, INC.

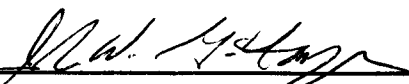
By: 
Name: John Gillespie
Title: Vice President

NATIONAL MENTOR, INC.


By: 
Name: John Gillespie
Title: Vice President

SUBSIDIARY GUARANTORS

NATIONAL MENTOR, LLC
NATIONAL MENTOR SERVICES, LLC
REHABILITATION ACHIEVEMENT CENTER,
INC.
CAROLINA BEHAVIORAL SERVICES, LLC
REM CONSULTING OF OHIO, INC.
CENTER FOR COMPREHENSIVE SERVICES,
INC.
FIRST STEP INDEPENDENT LIVING
PROGRAM, INC.
HORRIGAN COLE ENTERPRISES, INC.
ILLINOIS MENTOR, INC.
SOUTH CAROLINA MENTOR, INC.
MASSACHUSETTS MENTOR, INC.
OHIO MENTOR, INC.
NATIONAL MENTOR HEALTHCARE, LLC
UNLIMITED QUEST, INC.
LOYD'S LIBERTY HOMES, INC.
FAMILY ADVOCACY SERVICES, LLC
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 COUNCIL BLUFFS, INC.
REM DEVELOPMENTAL SERVICES, INC.
REM HEALTH, INC.
REM HEALTH OF IOWA, INC,
REM HEALTH OF WISCONSIN, INC.
MENTOR MARYLAND, INC.
REM HEALTH OF WISCONSIN II, INC.

By: 
Name: John Gillespie
Title: Vice President

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 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.
NATIONAL MENTOR SERVICES, INC.
MENTOR MANAGEMENT, INC.

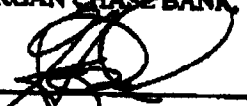
By: 
Name: John Gillespie
Title: Vice President

Amendment to Service Mark Security Agreement (Trademark)

TRADEMARK
REEL: 002979 FRAME: 0422

Acknowledged and agreed as of the date first written above:

JPMORGAN CHASE BANK

By: 
Name: Gary L. Spevack
Title: Vice President
JPMorgan Chase Bank

Amendment to Service Mark Security Agreement (Trademark)

#6003 P.002/003

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TRADEMARK
REEL: 002979 FRAME: 0423

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)