

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (Previously Recorded at Reel 2317 Frame 0932)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet National Bank, as Administrative Agent		12/15/2004	National bank:
RECEIVING PARTY DATA			
Name:	National Mentor, Inc.		
Street Address:	313 Congress Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2331885		
Registration Number:	1376444	MENTOR	
Registration Number:	2446728	THE MENTOR NETWORK	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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		
NAME OF SUBMITTER:	Robyn Rahbar		

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**TRADEMARK
 REEL: 002998 FRAME: 0071**

Signature:

/rr/

Date:

12/28/2004

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 15, 2004, from Fleet National Bank, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to National Mentor Holdings, Inc., a Delaware corporation, National Mentor, Inc., a Delaware corporation, Center for Comprehensive Services, Inc., an Illinois corporation, First Step Independent Living Program, Inc., a California corporation, Horrigan Cole Enterprises, Inc., a California corporation, Illinois Mentor, Inc., an Illinois corporation, Rehabilitation Achievement Center, Inc., an Illinois corporation, South Carolina Mentor, Inc., a South Carolina corporation, Massachusetts Mentor, Inc., a Massachusetts corporation, Ohio Mentor, Inc., an Ohio corporation, National Mentor Healthcare, LLC, a Delaware limited liability company, Carolina Behavioral Services, LLC, a Delaware limited liability company, Unlimited Quest, Inc., a California corporation, and Loyd's Liberty Homes, Inc., a California corporation (collectively, the "Debtors"), each having its chief executive office at 313 Congress Street, Boston, Massachusetts 02210.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 9, 2001, made by the National Mentor Holdings, Inc. and National Mentor, Inc. in favor of the Agent (the "Credit Agreement"), a security interest (the "Security Interest") was granted by the Debtors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Security Agreement (Trademarks) dated as of March 9, 2001, among the Agent and the Debtors (the "Security Agreement"), Debtors, by reference to the Credit Agreement, reaffirmed their intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 22, 2001, at Reel 002317 and Frame 0932; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Debtors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Credit Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

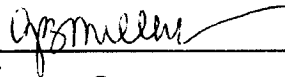
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

FLEET NATIONAL BANK

By: _____

Name:

Title:



Gabriela B. Millhorn
Senior Vice President

STATE OF NC)
COUNTY OF Iredell)

ss.:

On this 15 day of December, 2004, before me personally appeared
Gabriela Millhorn to me known who, being by me duly sworn, did depose and say that
he/she is Senior VP of Fleet National Bank, described herein and which
executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the
authority granted by Fleet National Bank.

Sharon Brown
Notary Public
Commission Expires: 7/08/2009

(Affix Seal Below)

Schedule A

U.S. Trademark Registrations

Mark	Registration Number
DESIGN	2,331,885
MENTOR & DESIGN	1,376,444
THE MENTOR NETWORK & DESIGN	2,446,728

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