

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CK Franchising, Inc.		07/26/2005	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association:		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	2366096	COMFORT KEEPERS	
Registration Number:	2335434	NON-MEDICAL IN-HOME CARE COMFORT KEEPERS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(937)443-6635		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	937-443-6600		
Email:	trademarks@thompsonhine.com		
Correspondent Name:	Theodore D. Lienesch		
Address Line 1:	10 West Second Street		
Address Line 2:	2000 Courthouse Plaza NE		
Address Line 4:	Dayton, OHIO 45402-1758		
NAME OF SUBMITTER:	Rene M. LaForte		
Signature:	/rmlaforte/		
Date:	07/29/2005		

OP \$65.00 2366096

**Total Attachments: 15**

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**COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of July 26, 2005, by CK FRANCHISING, INC., an Ohio corporation ("Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, (together with its successors and assigns, the "Lender"), as hereinafter defined.

Pursuant to the terms of a Loan Agreement entered into between Pledgor and Lender dated of even date herewith (the "Loan Agreement"), Pledgor executed a Revolving Line of Credit Note of even date herewith (the "Revolving Credit Note") in favor of Lender, pursuant to which Lender agreed to provide financing to Pledgor in the aggregate stated amount of \$500,000 and a Term Note of even date herewith (the "Term Note") in favor of Lender, pursuant to which Lender agreed to provide financing to Pledgor in the aggregate stated amount of \$4,500,000 (the "Revolving Credit Note and the Term Note are hereinafter individually and collectively referred to as the "Notes"; the loans evidenced by the notes are individually and collectively referred to as the "Loans") (this Agreement, the Loan Agreement and all other instruments, agreements and documents entered into from time to time, evidencing or securing the Loans or any obligation of payment thereof or performance of Pledgor's obligations in connection with the transaction contemplated hereunder, each as amended, collectively referred to as "Loan Documents"). Pledgor understands that Lender is willing to grant the Loans to Pledgor only upon certain conditions, one of which is that Pledgor execute and deliver this Agreement and this Agreement is being executed and delivered in consideration of each of the Obligations (as defined below) granted to Pledgor by Lender and for other valuable considerations. Capitalized terms not otherwise defined herein shall have the meaning provided in the Loan Agreement.

1. OBLIGATIONS SECURED. As used herein, "Obligations" shall mean: (a) the Notes; (b) each renewal, extension, consolidation or refinancing of the Notes; (c) all interest from time to time accruing on the Notes, and all commitment or facility and other fees associated therewith; (d) all obligations and liabilities of Pledgor now existing or hereafter incurred to Lender under, arising out of, or in connection with any agreement for a derivative or hedging product including, without limitation, interest rate or equity swaps, futures, options, caps, floors, collars or forwards now or hereafter entered into by Pledgor with Lender, or any of their respective affiliates with respect to the Notes; (e) all other amounts payable by Pledgor to Lender pursuant to the Notes and all other Loan Documents; (f) every other liability, now or hereafter owing to Lender or any affiliate of Lender that is not a shareholder of Pledgor ("Lender Affiliate") by Pledgor, including, without limitation, every liability, whether owing by only Pledgor or by Pledgor with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by a quasi-contract, tort, statute or other operation of law, whether incurred directly to Lender or a Lender Affiliate or acquired by Lender or a Lender Affiliate by purchase, pledge or otherwise and whether participated to or from Lender or a Lender Affiliate in whole or in part; (g) all costs and expenses, including attorneys' fees, incurred by Lender or any Lender Affiliate in connection with the Loans or in connection with the collection of any portion of the indebtedness described in (a), (b), (c), (d), (e) and (f) hereof; (h) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Agreement; and (i) the performance of the covenants and agreements of Pledgor contained in this Agreement.

2. DESCRIPTION OF COLLATERAL. "Collateral" shall mean, collectively, all of Pledgor's existing and future (a) patents, patent registrations, patent applications, and copyright registrations, whether federal or state, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; (e) proceeds of any of the foregoing; and (f) trademarks, trademark registrations and trademark applications, whether federal or state, including but not limited to those listed on Schedule 1 hereto (as Schedule 1 may from time to time be amended, supplemented or otherwise modified) and common law trademark rights; renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; goodwill associated with any of the foregoing; and proceeds of any of the foregoing (the collateral described in this clause (f) is hereinafter referred to as the

"Trademark Collateral"). Unless otherwise defined here, terms that are defined in Chapter 1309 of the Ohio Revised Code, as in effect from time to time (the "UCC"), are used herein as so defined. As used herein, the term "trademark" includes service marks.

3. GRANT OF ASSIGNMENT AND SECURITY INTEREST. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in all of the Collateral and an assignment of all the Collateral (other than the Trademark Collateral), including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

4. WARRANTIES AND REPRESENTATIONS. Pledgor represents and warrants to Lender that each of the following statements is true and complete:

(a) Pledgor owns the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

(b) The Collateral set forth in subpart (a) of the "Collateral" definition of this Agreement is valid and enforceable.

(c) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any third person.

(d) Except for the liens granted in this Agreement, Pledgor is the sole owner of the right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third persons.

(e) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

(f) Pledgor has used, and will continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect.

5. RIGHT TO USE. Unless and until there shall have occurred a Default, Lender, to the extent permitted by law, hereby grants to Pledgor the exclusive, royalty-free, world-wide, nontransferable right and license to use the Collateral assigned to Lender on and in connection with services provided by Pledgor or products sold by Pledgor for Pledgor's sole benefit and account and for none other and to license the same to franchisees to use on or in connection with services provided or products sold by franchisees for the sole benefit of Pledgor and such franchisees and for none other. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any sublicense under, other than in the ordinary course of business, the license granted to Pledgor hereunder, without Lender's prior written consent. Absent such prior written consent, any such attempted sale or license is null and void.

6. STANDARD PATENT AND TRADEMARK USE. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. § 287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

7. DEFAULT. The occurrence of any one or more of the following events shall constitute a Default under this Agreement (a "Default"):

(a) If (a) any payment under the Notes is not paid in full punctually when due and payable, or (b) any payment under any Obligation shall not be paid in full punctually when due and payable, and, in either such case, is not paid in full within five (5) days thereafter (without the requirement of notice of such nonpayment).

(b) If Pledgor fails to perform or observe any covenant or agreement contained in this Agreement (other than 7(a) above) or in any other of the Loan Documents, and such failure remains unremedied for thirty (30) days after the Lender gives notice thereof to such Pledgor.

(c) If any representation, warranty or statement made in or pursuant to this Agreement or any Loan Document or any other material information furnished by Pledgor to Lender or any other holder of any Obligation, shall be false or erroneous in any material respect.

(d) If (a) any material provision, in the sole opinion of Lender, of any Loan Document shall at any time for any reason cease to be valid, binding and enforceable against Pledgor; (b) the validity, binding effect or enforceability of any Loan Document against Pledgor shall be contested by Pledgor; (c) Pledgor shall deny that it has any or further liability or obligation thereunder; or (d) any Loan Document shall be terminated, invalidated or set aside, or be declared ineffective or inoperative or in any way cease to give or provide to Lender the benefits purported to be created thereby.

(e) If there shall occur any loss, damage, theft, destruction, levy, seizure, or attachment to, of, or upon any of the Collateral, including any attempt to accomplish the foregoing;

(f) If there shall occur any sale, lease, transfer, assignment, encumbrance, or other disposition of any of the Collateral, without Lender's prior written authorization therefor, including any attempt to accomplish the foregoing except as herein provided to the contrary;

(g) If any event of default or default shall occur under any other Loan Document, or if under any Loan Document in which payment is required to be made by Pledgor or any guarantor on demand of Lender, such demand is made.

(h) If Pledgor shall default in the payment of principal or interest due and owing upon any other obligation for borrowed money in the amount of \$50,000 or more, beyond any period of grace provided with respect thereto or in the performance or observance of any other agreement, term or condition contained in any agreement under which such obligation is created, if the effect of such default is to allow the acceleration of the maturity of such Indebtedness or to permit the holder thereof to cause such Indebtedness to become due prior to its stated maturity.

(i) The occurrence of one or more ERISA Events that (a) Lender determines could have a material adverse effect, or (b) results in a Lien on any of the assets of Pledgor.

(j) A final judgment or order for the payment of money shall be rendered against Pledgor or any Obligor by a court of competent jurisdiction, that remains unpaid or unstayed and undischarged for a period (during which execution shall not be effectively stayed) of thirty (30) days after the date on which the right to appeal has expired.

(k) There shall have occurred any Material Adverse Change.

(l) If Pledgor or any Obligor shall (i) die or discontinue business, (ii) generally not pay its debts as such debts become due, (iii) make a general assignment for the benefit of creditors, (iv) apply for or consent to the appointment of a receiver, a custodian, a trustee, an interim trustee or liquidator of all or a substantial part of its assets, (v) be adjudicated a debtor or have entered against it an order for relief under Title 11 of the United States Code, as the same may be amended from time to time, (vi) file a voluntary petition in bankruptcy or file a petition or an answer seeking reorganization or an arrangement with creditors or seeking to take advantage of any other law (whether federal or state) relating to relief of debtors, or admit (by answer, by default or otherwise) the material allegations of a petition filed against it in any bankruptcy, reorganization, insolvency or other proceeding (whether federal or state) relating to relief of debtors, (vii) suffer or permit to continue unstayed and in effect for thirty (30) consecutive days any judgment, decree or order entered by a court of competent jurisdiction, that approves a petition

seeking its reorganization or appoints a receiver, custodian, trustee, interim trustee or liquidator of all or a substantial part of its assets, or (viii) take any action in order thereby to effect any of the foregoing, or omit to take, any action in order to prevent any of the foregoing.

## 8. REMEDIES UPON DEFAULT.

(a) Pledgor expressly acknowledges that Lender shall record this Agreement with the United States Patent and Trademark Office in Washington D.C. (the "USPTO"). Contemporaneously herewith, Pledgor shall execute and deliver to Lender an Assignment in the form of Exhibit A attached hereto (the "Assignment"), which Assignment shall have no force and effect and shall be held by Lender in escrow until the occurrence of a Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of a Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Lender in the form reflected on the face of the Assignment and Lender may, in its sole discretion, record the Assignment with USPTO.

(b) If any Default shall have occurred and be continuing, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Lender may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral together with the associated goodwill, or any interest which Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Lender shall apply the residue of such proceeds against payment of the Obligations in accordance with the terms and conditions of the Credit Agreement. Notice of any sale or other disposition of the Collateral shall be given to Pledgor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

(c) In addition to the foregoing remedies, if any Default shall occur, Lender may, at its election, and without demand or notice of any kind, do any one or more of the following:

(i) Declare all of the Obligations to Lender to be immediately due and payable, whereupon all unpaid principal, interest and fees in respect of such Obligations, together with all of Lender's costs, expenses and attorneys' fees related thereto, under the terms of the Loan Documents or otherwise, shall be immediately due and payable;

(ii) Terminate any commitment to make any additional advances under any Loan;

(iii) Exercise any and all rights and remedies available to Lender under any applicable law;

(iv) Exercise any and all rights and remedies granted to Lender under the terms of this Agreement or any of the other Loan Documents;

(v) Set off the unpaid balance of the Obligations against any debt owing to Pledgor by the Lender or by any Lender Affiliate, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by the Lender or any Lender Affiliate, whether collected or in the process of collection, or in any time or demand deposit account maintained by Pledgor at, or evidenced by any certificate of deposit issued by, the Lender or any Lender Affiliate. Pledgor agrees, to the fullest extent it may effectively do so under applicable law, that any holder of a participation in the Notes may exercise rights of set-off or counterclaim and other rights with respect to such participation as fully as if such holder of a participation were a direct creditor of Pledgor pursuant to this Agreement in the amount of such participation;

(vi) In any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, Lender shall have the rights and remedies of a secured party under the UCC and additional rights and remedies as may be provided to a secured party in the jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the Lender may, so far as the Pledgor can give authority therefor, enter upon premises on which the Collateral may be situated and remove the therefrom. The Lender may in its discretion require the Pledgor to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of the Pledgor's principal office(s) or at such other locations as the Lender may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Lender shall give to the Pledgor at least at ten (10) days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Pledgor hereby acknowledges that ten (10) days prior written notice of such sale or sales shall be reasonable notice. In addition, the Pledgor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Lender's rights and remedies hereunder, including, without limitation, its right following a Default to take immediate possession of Collateral and to exercise its rights and remedies with respect thereto. The Lender may also have a receiver appointed to take charge of all or any portion of the Collateral and to exercise all rights of Lender under this Agreement.

(vii) The remedies in this Section are in addition to, not in limitation of, any other right, power, privilege, or remedy, either in law, in equity, or otherwise, to which the Lender may be entitled. No failure or delay on the part of the Lender in exercising any right, power, or remedy will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. The remedies in this Agreement are in addition to, not in limitation of, any other right, power, privilege, or remedy, either in law, in equity, or otherwise, to which the Lender may be entitled. All Lender's rights and remedies, whether evidenced by this Agreement or by any other agreement, instrument or document shall be cumulative and may be exercised singularly or concurrently.

9. **TERMINATION.** At such time as the Obligations have been irrevocably paid in full, this Agreement shall terminate and Lender shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof which may have been made by Lender in accordance with the terms hereof.

10. **MAINTAINING COLLATERAL, ATTORNEYS' FEES, COSTS AND EXPENSES.** Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, 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 protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Lender, and, until so paid, shall be added to the principal amount of the Obligations.

11. **PLEDGOR'S OBLIGATIONS TO PROSECUTE.** Except as otherwise agreed to by Lender in writing and subject to Sections 9 and 10 hereof, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Collateral in all material respects, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Lender, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

12. LENDER'S RIGHTS TO ENFORCE. Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorneys' fees incurred by Lender in connection with the provisions of this Section 11, in the event Lender elects to join in any such action commenced by Pledgor.

13. POWER OF ATTORNEY. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of a Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. LENDER'S RIGHT TO PERFORM OBLIGATIONS. If Pledgor fails to comply with any of its obligations under this Agreement, Lender may, but is not obligated to, do so in Pledgor's name or in Lender's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender on demand in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

15. ADDITIONAL DOCUMENTS. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be required by Lender in order to effectuate, evidence or perfect the interests of Lender in the Collateral as evidenced by this Agreement.

16. NEW COLLATERAL. If, before the Obligations shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Lender prompt written notice thereof.

17. MODIFICATION FOR NEW COLLATERAL. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Lender's request, Pledgor shall execute any documents or instruments required by Lender in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

18. NO WAIVER. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, under any of the Loan Documents, or any other document executed in connection with any of the foregoing, 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.

19. REMEDIES CUMULATIVE. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by any other Loan Document, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. SEVERABILITY. The provisions of this Agreement 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 Agreement in any jurisdiction.

21. MODIFICATIONS. This Agreement may be amended or modified only by a writing signed by the parties hereto, except as provided in Section 16 above. In the event that any provision herein is deemed to be



inconsistent with any provision of any other Loan Document relating to the Collateral, the provisions of this Agreement shall control.

22. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

23. **NOTICE.** All notices, requests, demands or other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of this Agreement, or if to Lender, mailed or delivered to it, addressed to the address of Lender specified on the signature pages of this Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Pledgor to Lender pursuant to any of the provisions hereof shall not be effective until received by Lender.

24. **GOVERNING LAW/JURISDICTION.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby consents to the personal jurisdiction of the state and federal courts of the State of Ohio in connection with any controversy related to this Agreement, waives any argument that venue in such forums is not convenient and agrees that any litigation initiated by Pledgor against Lender or any Lender shall be venued in the State or Federal District Courts of Ohio.

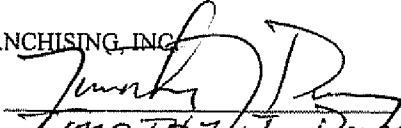
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25. JURY TRIAL WAIVER. PLEDGOR AND LENDER WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN PLEDGOR AND LENDER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

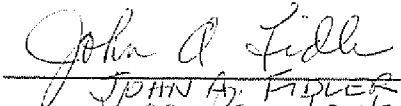
Address:  
6640 Poe Avenue, Suite 200  
Dayton, Ohio 45414

CK FRANCHISING, INC.

By:   
Name: TIMOTHY J. PURCEY  
Title: VP OPERATIONS / CFO

Address:  
34 N. Main Street  
Dayton, Ohio 45402

KEYBANK NATIONAL ASSOCIATION

By:   
Name: JOHN A. FIDLER  
Title: Vice President

ACKNOWLEDGMENTS

THE STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

BEFORE ME, the undersigned authority, on this day personally appeared Timothy J. Purcell known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CK Franchising, Inc., an Ohio corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

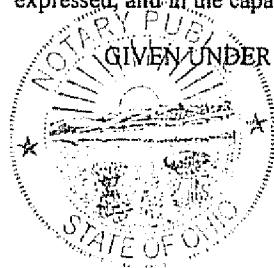


THE STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26<sup>th</sup> day of July, 2005.

Gloria J. Prather  
Notary Public  
GLORIA J. PRATHER, Notary Public  
In and for the State of Ohio  
My Commission Expires Aug. 31, 2009

BEFORE ME, the undersigned authority, on this day personally appeared Timothy J. Purcell known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said KEYBANK NATIONAL ASSOCIATION, a national banking association, and that he executed the same as the act of such national banking association for the purposes and consideration therein expressed, and in the capacity therein stated.



THE STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26<sup>th</sup> day of July, 2005.

Gloria J. Prather  
Notary Public  
GLORIA J. PRATHER, Notary Public  
In and for the State of Ohio  
My Commission Expires Aug. 31, 2009

ACKNOWLEDGMENTS

THE STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CK Franchising, Inc., an Ohio corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of July, 2005.

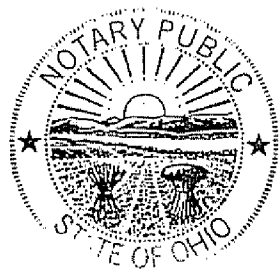
\_\_\_\_\_  
Notary Public

THE STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

BEFORE ME, the undersigned authority, on this day personally appeared John A. Fidler, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said KEYBANK NATIONAL ASSOCIATION, a national banking association, and that he executed the same as the act of such national banking association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27<sup>th</sup> day of July, 2005.

Patricia L. Franzer  
Notary Public



PATRICIA L. FRANZER, Notary Public  
In and for the State of Ohio  
My Commission Expires July 13, 2008

SCHEDULE 1

<u>USPTO Registration Number</u>	<u>Description of Trademark</u>
2366096	COMFORT KEEPERS
2335434	"Non-medical in-home care Comfort Keepers" and design related thereto

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF JULY \_\_\_\_, 2005, EXECUTED BY CK FRANCHISING, INC., AN OHIO CORPORATION ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT A DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION,  
as Lender

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ASSIGNMENT

WHEREAS, CK FRANCHISING, INC., an Ohio corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed a Collateral Assignment and Security Agreement, dated as of July \_\_\_\_, 2005 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KEYBANK NATIONAL ASSOCIATION (together with its successors and assigns, "Lender"), pursuant to which Pledgor has granted to Lender a security interest in and collateral assignment of the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and collateral assignment of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of a Default, as defined in the Agreement, and Lender's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender, and its respective successors, transferees and assigns, all of its existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications and copyright registrations, whether federal or state; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Lender, as provided above, that (a) a Default, as defined in the Agreement, has occurred, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on July \_\_, 2005.

ATTEST:

CK FRANCHISING, INC.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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THE STATE OF OHIO            )  
  ) SS:  
COUNTY OF \_\_\_\_\_        )

BEFORE ME, a Notary Public, the undersigned, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CK Franchising, Inc., an Ohio corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of July, 2005.

\_\_\_\_\_  
Notary Public



SCHEDULE 1  
TO  
ASSIGNMENT

<u>USPTO Registration Number</u>	<u>Description of Trademark</u>
2366096	COMFORT KEEPERS
2335434	"Non-medical in-home care Comfort Keepers" and design related thereto