

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc., as Collateral Agent		05/19/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TLC Funding Corp.		
Street Address:	445 Broad Hollow Road		
Internal Address:	Suite 239		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1313962	TENDER LOVING CARE	
Registration Number:	2051211	BEST OF CARE IN THE BEST OF ENVIRONMENTS	
CORRESPONDENCE DATA			
Fax Number:	(212)556-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-556-2100		
Email:	nytrademarks@kslaw.com, clackert@kslaw.com, mribando@kslaw.com, mbowen@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 2:	Attention: Clark W. Lackert		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	05241-254024-6691		

CH \$65.00 1313962

NAME OF SUBMITTER:	Megan K. Bowen
Signature:	/Megan K. Bowen/
Date:	05/24/2006
Total Attachments: 5 source=Release of Trademark Security Interests from Wells Fargo to TLC Funding#page1.tif source=Release of Trademark Security Interests from Wells Fargo to TLC Funding#page2.tif source=Release of Trademark Security Interests from Wells Fargo to TLC Funding#page3.tif source=Release of Trademark Security Interests from Wells Fargo to TLC Funding#page4.tif source=Release of Trademark Security Interests from Wells Fargo to TLC Funding#page5.tif	

RELEASE OF
TRADEMARK SECURITY INTERESTS

This RELEASE OF TRADEMARK SECURITY INTERESTS from WELLS FARGO FOOTHILL, INC., AS COLLATERAL AGENT (“Wells Fargo”), to TLC FUNDING CORP., a Delaware corporation (“TLC Funding”), is dated as of May 19, 2006. Capitalized terms used herein without definition have the meanings assigned to them in the Trademark Security Agreement (as defined below).

WHEREAS, as of February 14, 2005, TLC Funding, as borrower, Wells Fargo, as arranger and administrative agent for the lenders thereunder, and the lenders identified on the signature pages thereto, entered into a Loan and Security Agreement, which was later amended by Amendment Number One and Consent to Loan and Security Agreement, dated as of September 8, 2005 (as amended, the “Original Loan Agreement”);

WHEREAS, the Original Loan Agreement was amended and restated by the parties thereto;

WHEREAS, pursuant to the Original Loan Agreement and an Amended and Restated Loan and Security Agreement, dated as of October 7, 2005 (as amended, the “Restated Loan Agreement” and together with the Original Loan Agreement, the “Loan Agreement”), TLC Funding granted to Wells Fargo, for the benefit of the Lender Group, security interests in the Borrower Collateral (as defined in the Loan Agreement) to secure its obligations under the Loan Agreement and other related loan documents;

WHEREAS, TLC Funding and Wells Fargo entered into a Trademark Security Agreement dated as of February 14, 2005, as amended by a First Amendment to Trademark Security Agreement dated as of October 7, 2005 (as amended, the “Trademark Security Agreement”), whereby TLC

NY\1147843.1

Funding specifically granted security interests to Wells Fargo, for the benefit of Lender Group, in the Trademark Collateral;

WHEREAS, the security interests granted pursuant to the Trademark Security Agreement were recorded in the records at the United States Patent and Trademark Office on February 22, 2005 at reel/frame number 3033/0505; and

WHEREAS, TLC Funding has satisfied in full all the Obligations secured by the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, including the satisfaction of all Obligations secured by the Trademarks pursuant to the Loan Agreement and the Trademark Security Agreement, receipt of which is hereby acknowledged, Wells Fargo does hereby terminate, release and discharge all right, title, and interest in and to the security interests, including but not limited to the Senior Security Interest and the Junior Security Interest, in all now existing or hereafter acquired or arising Trademark Collateral, including the Trademarks listed on Schedule A attached hereto.

IN WITNESS WHEREOF, Wells Fargo has caused this Release of Trademark Security
Interests to be duly executed by its officer thereunto duly authorized as of the ___ day of May, 2006.

WELLS FARGO FOOTHILL, INC., AS
COLLATERAL AGENT

By: *Mark Bradford*
Name: *Mark Bradford*
Title: *VP*

STATE OF)
) SS.:
COUNTY OF)

On this _____ day of May, 2006, before me personally appeared _____, the
_____ of WELLS FARGO FOOTHILL, INC., AS COLLATERAL
AGENT, the corporation described herein and which executed the above instrument; and that she/he
acknowledges the instrument to be the free deed and act of said corporation for the purposes therein
set forth and intending that this instrument be recorded.

[Signature]
Notary Public

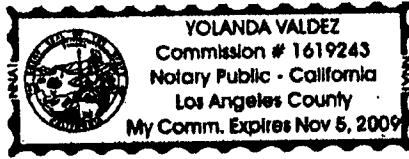
NY\1147843.1

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss:

On 5/18/06, Before me Yolanda Valdez Notary Public

personally appeared MARK BRADFORD
NAMES OF SIGNER(S)

personally known to me - OR ~~proved to me on the basis of satisfactory evidence~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal.

Yolanda Valdez
Signature of Notary

Seal

OPTIONAL SECTION

<p>CAPACITY CLAIMED BY SIGNER Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document</p> <p><input type="checkbox"/> - CORPORATE OFFICER Name: _____ Title: _____</p> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES): _____</p> <p>Account: _____</p>	<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p> <p>Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form</p>	<p>TITLE OR TYPE OF DOCUMENT: _____</p> <p>DATE OF DOCUMENT: _____</p>
--	---	--

SCHEDULE A

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>
TENDER LOVING CARE	1,313,962
BEST OF CARE IN THE BEST OF ENVIRONMENTS	2,051,211

NY\1147843.1