

08-10-2006

PE

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

8/3/06

103289646  
TRADEMARKS ONLY Doc ID: 103254969

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Meridian Neuro Care, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) US

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 1, 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: National Mentor Healthcare, LLC

Internal

Address: \_\_\_\_\_

Street Address: 313 Congress Street

City: Boston

State: MA

Country: USA Zip: 02210

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship US

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Servicemark Registration No. 2,260,732

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth A. Chapman

Internal Address: \_\_\_\_\_

Street Address: 401 S Tryon Street, Suite 3000

City: Charlotte

State: NC Zip: 28202

Phone Number: 704-335-9855

Fax Number: 704-335-9732

Email Address: libbychapman@parkerpoe.com

6. Total number of applications and registrations involved:

One (1)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed Previously submitted

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

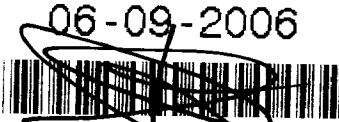
Elizabeth A. Chapman  
Signature

8/3/2006  
Date

Elizabeth A. Chapman  
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



RECC  
TRADEMARK  
103254969

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 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited Liability Company

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State: MA  
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Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other LLC      Citizenship US

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B. Trademark Registration No.(s) Servicemark Registration No. 2,260,732

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**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elizabeth A. Chapman  
Internal Address: \_\_\_\_\_  
Street Address: 401 S Tryon Street, Suite 3000  
City: Charlotte  
State: NC      Zip: 28202  
Phone Number: 704-335-9855  
Fax Number: 704-335-9732  
Email Address: libbychapman@parkerpoe.com

**6. Total number of applications and registrations involved:** One (1)

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Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Elizabeth A. Chapman      Signature      \_\_\_\_\_      Date      \_\_\_\_\_

Name of Person Signing      Total number of pages including cover sheet, attachments, and document: 4

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## SERVICE MARK ASSIGNMENT

WHEREAS, Meridian Neuro Care, LLC, a California limited liability company (“Assignor”), is the owner of and has adopted, used and is currently using in its business the service mark identified on Exhibit A attached hereto (the “Mark”).

WHEREAS, National Mentor Healthcare, LLC, a Delaware limited liability company (“Assignee”), is desirous of acquiring said Mark; and

WHEREAS, pursuant to an Asset Purchase Agreement dated December 29, 2005, as amended (the “Purchase Agreement”) by and among Assignor, Assignee, and the direct and indirect owners of Assignor, Assignor has agreed to convey the Mark to Assignee; and

WHEREAS, Assignor and Assignee want to confirm this assignment for purposes of filing the same with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred and by these presents does sell, assign and transfer unto Assignee, its successors and assigns, its entire right, title and interest, including statutory and common law rights, in and to the Mark, along with the goodwill of the business in connection with which the Mark is used, and all registrations and pending applications therefor in all countries throughout the world, together with all causes of action and claims for profits and damages by reason of past infringement, if any, of the Mark, with the right to sue for and collect the same for Assignee’s own use and advantage and for the use and advantage of its successors, assigns or other legal representatives; and

FURTHER, Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed and delivered, any and all documents and take any and all actions that may be necessary or desirable to perfect the assignments conveyance and transfer of the Mark hereunder; and

FURTHER, Assignor covenants that the Mark is being conveyed pursuant to the Purchase Agreement and shall be subject to the representations and warranties of Assignor contained therein with respect to the Mark; and

FURTHER, in the event of any conflict between this Service Mark Assignment and the Purchase Agreement, the Purchase Agreement shall control.

This Assignment shall be deemed to be effective as and from the day hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed by a duly authorized agent as of this 18<sup>th</sup> day of June, 2006.

MERIDIAN NEURO CARE, LLC

By: [Signature]  
Name: Harold W. Andrews Jr.  
Its: manager

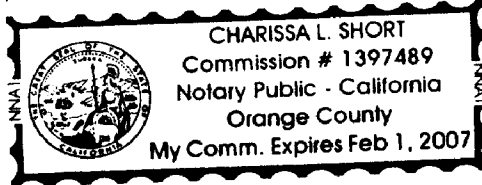
State of California  
County of Orange

On May 30, 2006 before me, Charissa L. Short, notary public, personally appeared Harold W. Andrews, Jr.

\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Charissa L. Short (Seal)



IN WITNESS WHEREOF, Assignee accepts this Assignment and has caused this instrument to be signed by a duly authorized agent as of this 1<sup>st</sup> day of June, 2006.

NATIONAL MENTOR HEALTHCARE, LLC

By: [Signature]  
Name: Juliette Fay  
Its: Executive Vice President

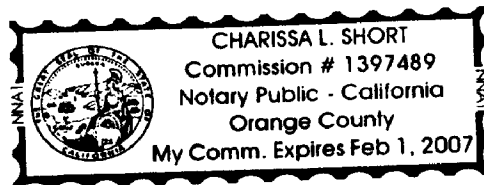
State of California  
County of Orange

On May 30, 2006 before me, Charissa L. Short, notary public, personally appeared Juliette Fay

\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)  
Charissa L. Short



**EXHIBIT A**  
**SERVICE MARK**

CAREMERIDIAN – Registration # 2,260,732