

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Collateral Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CK FRANCHISING, INC.		08/23/2006	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	34 North Main Street		
City:	Dayton		
State/Country:	OHIO		
Postal Code:	45402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2366096	COMFORT KEEPERS	
Registration Number:	2335434	NON-MEDICAL IN-HOME CARE COMFORT KEEPERS	
Registration Number:	2961831	COMFORTING SOLUTIONS FOR IN-HOME CARE	
Serial Number:	78646414	WE ARE COMFORT KEEPERS	
Serial Number:	78646410	I AM A COMFORT KEEPER	
CORRESPONDENCE DATA			
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:	Rene M. LaForte		
Address Line 1:	P.O. Box 8801		
Address Line 4:	Dayton, OHIO 45401-8801		
ATTORNEY DOCKET NUMBER:	594524-00144/AMI		

OP \$140.00 2366096

NAME OF SUBMITTER:	Rene M. LaForte
Signature:	/rmlaforte/
Date:	09/13/2006
Total Attachments: 5 source=CK First Amendment_20060913091716#page1.tif source=CK First Amendment_20060913091716#page2.tif source=CK First Amendment_20060913091716#page3.tif source=CK First Amendment_20060913091716#page4.tif source=CK First Amendment_20060913091716#page5.tif	

FIRST AMENDMENT

TO

COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "First Amendment to Collateral Assignment") is made as of the 23rd day of August, 2006, by and between CK Franchising, Inc., an Ohio corporation with offices at 6640 Poe Avenue, Suite 200, Dayton, Ohio 45414 ("Pledgor") and **KEYBANK NATIONAL ASSOCIATION**, a national banking association, with offices at 34 N. Main Street, Dayton, Ohio 45402, and its successors and assigns ("Lender").

A. Pledgor and Lender have entered into a Collateral Assignment and Security Agreement dated as of July 26, 2005 (as the same may be amended, supplemented, modified and/or restated from time to time, the "Collateral Assignment").

B. Pledgor and Lender now desire to amend the Security Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, Pledgor and Lender agree as follows:

Section 1. Definitions. Except as otherwise set forth in this First Amendment to Collateral Assignment, capitalized terms used in this First Amendment to Collateral Assignment shall have the meanings set forth in the Collateral Assignment as amended by this First Amendment to Collateral Assignment.

Section 2. Amendments to Collateral Assignment. The Collateral Assignment is hereby amended as follows:

(a) The second paragraph of the Collateral Assignment is deleted in the entirety and replaced with the following:

Pursuant to the terms of a Loan Agreement entered into between Pledgor and Lender dated July 26, 2005 as amended by a First Amendment to Loan Agreement dated in August 2006 (the "Loan Agreement"), Pledgor executed a Revolving Line of Credit Note dated July 26, 2005 (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, a Term Note dated July 26, 2005 as amended by First Amendment to Term Note dated in August 2006 (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 and a Draw Credit Note dated the same date as the First Amendment to Collateral Assignment and Security

Agreement between Pledgor and Lender dated in August 2006 (the "Draw Credit Note") in favor of Lender, pursuant to which Lender agreed to provide financing to Pledgor in the aggregate stated amount of \$4,350,000 (the "Revolving Credit Note, the Term Note and the Draw Credit 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.

(b) Schedule 1 is deleted in the entirety and replaced with Schedule 1 attached hereto.

(c) The reference in the third line of Exhibit A to "July __, 2005" is amended to say "July 26, 2005 (as the same may from time to time be amended, restated or otherwise modified)."

(d) The following sentence is added at the end of the fifth paragraph under "Assignment" in Exhibit A:

As used herein, the term "trademark" includes service marks.

(e) Schedule 1 to Assignment (which is attached to Exhibit A) is deleted in the entirety and replaced with Schedule 1 to Assignment attached hereto.

Section 3. Miscellaneous. Pledgor and Lender hereby agree that:

(a) The Collateral Assignment, as amended hereby, remains otherwise unmodified and in full force and effect.

(b) Pledgor hereby represents and warrants to Lender that (i) no Event of Default or event has occurred which, but for the passage of time or notice, could become an Event of Default, or is continuing under the Collateral Assignment, (ii) the representations and warranties of Pledgor in the Collateral Assignment and the other Loan Documents are true and correct in all material respects as if made on the date hereof, and (iii) the Pledgor has no cause of action, at law or in equity, against Lender, including, without limitation, any offset, counterclaim or defense with respect to the Notes or the Loans evidenced thereby or any document executed and delivered in connection with the Notes or the Loans.

(c) This First Amendment to Collateral Assignment is limited precisely as written and shall not (i) constitute a consent under or waiver or modification of any other term or condition of the Collateral Assignment or any other agreements, instruments or documents referred to therein, or (ii) prejudice or otherwise affect any right or privilege which Lender now has or may have in the future under the Loan Agreement or under any of the other agreements, documents or instruments therein.

(d) This First Amendment to Collateral Assignment may be executed in any one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

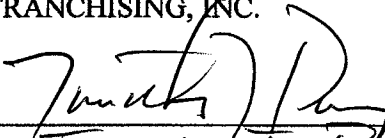
(e) This First Amendment to Collateral Assignment shall be exclusively governed by, and construed and enforced in accordance with, the laws of the State of Ohio.

(f) 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 Pledgor and the Lender have each caused this Agreement to be executed by their duly authorized officers on the date first set forth above.

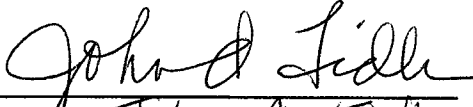
Address:
6640 Poe Avenue, Suite 200
Dayton, Ohio 45414

Pledgor:
CK FRANCHISING, INC.

By: 
Name: Timothy J. Purcell
Title: EXEC VP OPERATIONS / CFO

Address:
34 N. Main Street
Mailcode: OH-18-00-1111
Dayton, Ohio 45402

Lender:
KEYBANK NATIONAL ASSOCIATION

By: 
Name: John A. Fidler
Title: Vice President

SCHEDULE 1

<u>USPTO Registration Number or Application Serial Number</u>	<u>Description of Trademark</u>
2366096 (Registration Number)	COMFORT KEEPERS
2335434 (Registration Number)	"Non-medical in-home care Comfort Keepers" and design related thereto
2961831 (Registration Number)	Comforting Solutions for In-Home Care
78646414 (Serial Number)	We are Comfort Keepers
78646410 (Serial Number)	I am a Comfort Keeper

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