

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Senior Home Care, Inc.		04/02/2007	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Residential Funding Company, LLC		
Street Address:	8400 Normandale Lake Blvd.		
Internal Address:	Suite 250		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55437		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2025465	SENIOR HOME CARE, INC.	
Registration Number:	2019271	ENCOURAGING A LIFESTYLE OF INDEPENDENCE	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)876-6557		
Email:	christina.mcclure@lw.com		
Correspondent Name:	Christina McClure		
Address Line 1:	233 S. Wacker Drive, Ste. 5800		
Address Line 2:	c/o Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Christina McClure		
Signature:	/christina mcclure/		

OP \$65.00 2025465

Date:

04/03/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of April 2, 2007, by SENIOR HOME CARE, INC., a Florida corporation ("Grantor"), in favor of RESIDENTIAL FUNDING COMPANY, LLC, a Delaware limited liability company (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Borrowers (as defined therein) party thereto, each of the other Credit Parties (as defined therein) from time to time party thereto and Lender (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the Loans for the benefit of the Borrowers;

WHEREAS, Lender is willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and/or the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i)

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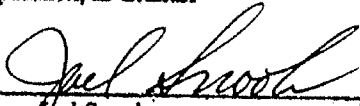
infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SENIOR HOME CARE, INC., a Florida corporation, as Grantor

By: 
Name: Joel Snook
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

RESIDENTIAL FUNDING COMPANY, LLC,
as Lender

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

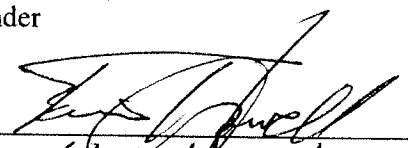
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SENIOR HOME CARE, INC., a Florida corporation, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

RESIDENTIAL FUNDING COMPANY, LLC,
as Lender

By:  _____
Name: Kevin Howell
Title: SVP

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Owner	Mark	US Trademark Registration Number	Reference Number	Date of Registration
Senior Home Care, Inc.	SENIOR HONE CARE, INC. & DESIGN	2025465	215.6801	12/24/1996
Senior Home Care, Inc.	ENCOURAGING A LIFESTYLE OF INDEPENDENCE	2019271	215.6802	11/26/1996

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RECORDED: 04/03/2007

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