

05-07-2007

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)



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

103402427  
TRADEMARKS ONLY

ARD 5/4/07

5-4-07

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):**  
Great Lakes Home Health Services, Inc.

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No  
 Additional names, addresses, or citizenship attached?

Name: Churchill Financial LLC, as Agent  
 Internal  
 Address: \_\_\_\_\_  
 Street Address: 400 Park Avenue, Suite 1510  
 City: New York  
 State: NY  
 Country: United States Zip: 10022

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other LLC      Citizenship Delaware

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)

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

Execution Date(s) 4/30/07

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

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

A. Trademark Application No.(s)  
76/669002

B. Trademark Registration No.(s)  
None.

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: Tracey D. Bennett  
 Internal Address: c/o Paul, Hastings, Janofsky & Walker LLP  
 Street Address: 75 East 55th Street  
 City: New York  
 State: NY Zip: 10022  
 Phone Number: 212-318-6535  
 Fax Number: 212-230-7735  
 Email Address: traceybennett@paulhastings.com

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

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 40.00

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

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

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

**9. Signature:** Tracey D. Bennett      5/3/07  
 Signature      Date

DBYRNE 00000079 76669002      Tracey D. Bennett      Total number of pages including cover sheet, attachments, and document: 13

40 Name of Person Signing

05/04/2007  
01 FC:8521

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

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 30, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CHURCHILL FINANCIAL LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Great Lakes Home Health Services, Inc., a Michigan corporation ("GLHHS"), Great Lakes Senior, LLC, a Michigan liability company ("GLSC", together with GLHHS, the "Borrowers"), Great Lakes Acquisition Corp., a Delaware corporation, the Lenders and the L/C Issuers from time to time party thereto and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of April 30, 2007 in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations of the other Loan Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make or continue to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

(a) Copyrights.

(i) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(b) Patents.

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(c) Trademarks.

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

Section 5.      Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6.      Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

GREAT LAKES ACQUISITION CORP., as a  
Grantor

By: John L. Pouschine  
Name: John L. Pouschine  
Title: President

GREAT LAKES HOME HEALTH SERVICES,  
INC., as a Grantor

By: \_\_\_\_\_  
Name: William Deary  
Title: President + CEO

GREAT LAKES SENIOR CARE, LLC, as a  
Grantor

By: \_\_\_\_\_  
Name: William Deary  
Title: President

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

GREAT LAKES ACQUISITION CORP., as a Grantor

By: \_\_\_\_\_  
Name: John L. Pouschine  
Title: President

GREAT LAKES HOME HEALTH SERVICES, INC., as a Grantor

By: \_\_\_\_\_  
Name: William Deary  
Title: President + CEO

GREAT LAKES SENIOR CARE, LLC, as a Grantor

By: \_\_\_\_\_  
Name: William Deary  
Title: President

ACKNOWLEDGED AND AGREED

as of the date first above written:

CHURCHILL FINANCIAL LLC,

as Administrative Agent

By: *Casey J. [Signature]*

Name: *Casey Zhayeshi*

Title: *MD*


LEGAL\_US\_E # 74841374

TRADEMARK  
REEL: 003538 FRAME: 0245

Acknowledgment of Grantor

STATE OF New York )  
COUNTY OF New York ) ss.

On this 30<sup>th</sup> day of April 2007, before me personally appeared John L. Pouschine, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GREAT LAKES ACQUISITION CORP., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

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

**BONNIE L HARLAND**  
Notary Public, State of New York  
No. 01HA6104400  
Qualified in New York County  
Commission Expires Jan. 20, 2008

LEGAL\_US\_E# 74841374

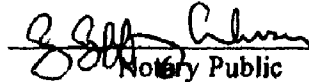


Acknowledgment of Grantor

STATE OF Michigan  
COUNTY OF Jackson ss.

On this 27 day of April 2007, before me personally appeared William Deery proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GREAT LAKES HOME HEALTH SERVICES, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

J. JEFFREY ANDERSON  
NOTARY PUBLIC, Jackson County, MI  
My Commission Expires Apr. 29, 2008

  
Notary Public

Acknowledgment of Grantor

STATE OF Michigan  
COUNTY OF Jackson ) ss.

On this 27 day of April 2007, before me personally appeared William Deery, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GREAT LAKES SENIOR CARE, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

J. JEFFREY ANDERSON  
NOTARY PUBLIC, Jackson County, MI  
My Commission Expires Apr. 29, 2008

J. Jeffrey Anderson  
Notary Public

SCHEDULE 1A  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. IP LICENSES

None.

SCHEDULE 1B  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.

C. IP LICENSES

None.

SCHEDULE 1C  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

None.

B. TRADEMARK APPLICATIONS

OWNER	TRADEMARK APPLICATION	APPLICATION NUMBER AND FILING DATE
Great Lakes Home Health Services, Inc.	NURSECAR	76-669002 11/15/06

C. IP LICENSES

None.