

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CareMeridian, LLC		10/07/2008	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank,N.A., as Administrative Agent		
<b>Street Address:</b>	270 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2260732	CAREMERIDIAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3016380511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	Attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	33816		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>Signature:</b>	/pja/		

OP \$40.00 2260732

Date:

10/20/2008

**Total Attachments: 6**

source=33816.PDF#page1.tif

source=33816.PDF#page2.tif

source=33816.PDF#page3.tif

source=33816.PDF#page4.tif

source=33816.PDF#page5.tif

source=33816.PDF#page6.tif

TRADEMARK SECURITY AGREEMENT, dated as of October ~~7~~, 2008 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), between CareMeridian, LLC, a Delaware limited liability company ("CareMeridian") and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Security Agreement dated as of June 29, 2006, the ("Security Agreement"), among NMH Holdings, LLC, National Mentor Holdings, Inc., certain Subsidiaries of NMH Holdings, LLC and the Administrative Agent. The Lenders have agreed to make extensions of credit to National Mentor Holdings, Inc. pursuant to, and upon the terms and conditions specified in, the Credit Agreement dated as of June 29, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.2 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, CareMeridian, pursuant to the Security Agreement, did heretofore assign and pledge, and does hereby further assign and pledge, to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, among other things, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by CareMeridian or in which CareMeridian now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including, without limitation, that listed on Schedule I hereto (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. CareMeridian hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CAREMERIDIAN, LLC

by



Name: Denis M. Miller  
Title: Executive Vice President, Chief Financial Officer & Treasurer

JPMORGAN CHASE BANK, N.A., as Administrative Agent,

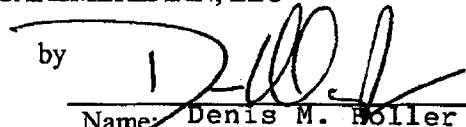
by

\_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CAREMERIDIAN, LLC

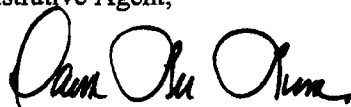
by



Name: Denis M. Boller  
Title: Executive Vice President, Chief Financial Officer & Treasurer

JPMORGAN CHASE BANK, N.A., as Administrative Agent,

by



Name: Dawn L. LeeLum  
Title: Executive Director

**Schedule 1**

<b>MARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
CAREMERIDIAN	United States	2260732	07/13/1999

[[NYCORP:3101478v2:4516D:10/07/08--01:26 p]]