

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.		12/16/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	GMAC Commercial Finance LLC		
Street Address:	3000 Town Center, Ste. 280		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48074		
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		
ATTORNEY DOCKET NUMBER:	031620-0059		
NAME OF SUBMITTER:	Christina McClure		
Signature:	/cm/		

CH \$65.00 2025465

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TRADEMARK
REEL: 003905 FRAME: 0589

Date:

12/17/2008

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of December 16, 2008, by SENIOR HOME CARE, INC., a Florida corporation ("Grantor"), in favor of GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company, in its capacity as agent for the Lenders (together with its successors and permitted assigns, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, replaced, refinanced or supplemented from time to time, the "Credit Agreement") by and among the Grantor, the other Borrowers (as defined therein), each of the other Credit Parties (as defined therein) from time to time party thereto, Secured Party and the other Persons signatory thereto from time to time as Lenders, Secured Party and Lenders have agreed to make Loans and provide other financial accommodations to Borrowers;

WHEREAS, in connection with the making of the Loans (as defined in the Credit Agreement) under the Existing Credit Agreement (as defined in the Credit Agreement), that certain Trademark Security Agreement dated as of April 2, 2007, by the Grantor to CF Blackburn LLC (successor by assignment from GMAC Commercial Finance LLC, which, in turn is a successor by assignment from Residential Funding Company, LLC) ("CF"), has been previously executed and delivered by the parties thereto (as amended or otherwise modified from time to time prior to the date of this Trademark Security Agreement, the "Existing Trademark Security Agreement"; each Person other than CF, the "Existing Grantor");

WHEREAS, the assignments referred to above are more fully described in the Credit Agreement;

WHEREAS, in connection with the execution and delivery of the Credit Agreement and the Loan Documents delivered pursuant thereto, each of the parties hereto acknowledges and agrees that the Secured Party shall become the Agent (as defined in the Credit Agreement) for CF and all other Lenders which may, from time to time, become party to the Credit Agreement, and shall, in connection therewith, receive an assignment of and hold for its benefit and the ratable benefit of all Lenders all rights and interests held by CF immediately prior to the date of this Trademark Security Agreement under each of the Security Documents;

WHEREAS, the Existing Grantor and Secured Party, for itself and the benefit of the Lenders, hereby wishes to amend and restate the Existing Trademark Security Agreement, upon the terms and conditions set forth herein, to read in its entirety as set forth herein;

WHEREAS, Secured Party and the Lenders are willing to continue 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 Secured Party, for itself and the benefit of the Lenders, that certain Amended and Restated 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 Secured Party, for itself and the benefit of the Lenders, 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 Secured Party, for itself and the benefit of the Lenders, 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) 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 Secured Party 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.

4. BENEFIT OF LENDERS. All Liens granted or contemplated hereby shall be for the benefit of the Secured Party, individually, and Lenders, and all proceeds or payments realized from Trademark Collateral in accordance herewith shall be applied to the Obligations in accordance with the terms of the Credit Agreement.

5. AMENDMENT AND RESTATEMENT. This Trademark Security Agreement amends and restates the Existing Trademark Security Agreement in its entirety, and nothing in

this Trademark Security Agreement shall be deemed to constitute a novation of the Existing Trademark Security Agreement. Without in any way limiting the terms of this Trademark Security Agreement, all obligations of Grantor under the Existing Trademark Security Agreement shall be deemed to be obligations of the Grantor under this Trademark Security Agreement and all security interest and other rights of the Secured Party with respect to the Trademark Collateral of Grantor under the Existing Trademark Security Agreement shall be deemed to be the security interest or rights of Secured Party hereunder. This Trademark Security Agreement does not evidence a repayment and reborrowing of the Obligations or a termination and regranting of the security interest granted under the Existing Trademark Security Agreement. Such Obligations and security interest shall be continuing in all respects.

[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: 

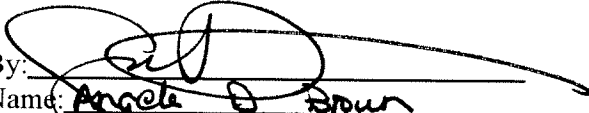
Name: Mitchel Morel

Title: Chief Financial Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

GMAC COMMERCIAL FINANCE LLC,
as Agent

By: 
Name: Angela D. Brown
Title: Manager

[Signature Page to Amended and Restated Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

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