

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
Griswold International, LLC		06/11/2009	LIMITED LIABILITY COMPANY: DELAWARE
Financial Health Services, LLC		06/11/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Griswold Special Care, Inc.
Street Address:	1336 Gypsy Hill Road
City:	Lower Gwynedd
State/Country:	PENNSYLVANIA
Postal Code:	19002
Entity Type:	CORPORATION: DELAWARE

Name:	Financial Health Services, Inc.
Street Address:	1336 Gypsy Hill Road
City:	Lower Gwynedd
State/Country:	PENNSYLVANIA
Postal Code:	19002
Entity Type:	CORPORATION: DELAWARE

Name:	Special Care, Inc.
Street Address:	1336 Gypsy Hill Road
City:	Lower Gwynedd
State/Country:	PENNSYLVANIA
Postal Code:	19002
Entity Type:	CORPORATION: DELAWARE

Name:	Griswold Special Care International, LLC
Street Address:	1336 Gypsy Hill Road
City:	Lower Gwynedd

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State/Country:	PENNSYLVANIA
Postal Code:	19002
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2459352	GRISWOLD SPECIAL CARE A TRADITION OF HOMECARE EXCELLENCE
Registration Number:	1966696	SPECIAL CARE
Serial Number:	77243009	HOMECARE ACADEMY
Serial Number:	75869149	GRISWOLD SPECIAL CARE A TRADITION OF HOMECARE EXCELLENCE

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	35403-005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	06/12/2009

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 11th day of June, 2009, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and the Noteholders identified on the signature page hereto (together with their successors and assigns, the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") by and among Grantor and Lender, Grantor issued those certain Notes also of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Notes") to Lender in partial payment of the purchase price payable under the Asset Purchase Agreement;

WHEREAS, in order to induce Lender to enter into and accept the Asset Purchase Agreement, the Notes and the other Transaction Documents, Grantors have executed and delivered to Lender that certain Security Agreement of even date herewith (including all annexes, 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, Grantors are 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, each 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 Security Agreement or the Notes.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns and pledges to Lender a Security Interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks including those referred to on Schedule I hereto; and
 - (b) all Proceeds of the foregoing.
3. **SECURITY FOR OBLIGATIONS**. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to

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Lender whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to Lender pursuant to the Security Agreement. Each 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt (and in any event within fifteen (15) Business Days) notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing Security Interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION AND RELEASE. Upon payment in full in cash of the Obligations in accordance with the provisions of the Notes, the Security Interest granted hereby shall terminate and all rights to the Trademark Collateral shall revert to Grantors or any other Person entitled thereto. At such time, Lender shall execute and deliver, and authorize the filing of, appropriate termination and release statements or other documents to terminate and release such Security Interests.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Transaction Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Transaction Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Transaction Document refer to this Trademark Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other

Transaction Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Transaction Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein or in the other Transaction Documents). Any reference herein or in any other Transaction Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein or in any other Transaction Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER TRANSACTION DOCUMENT IN RESPECT OF SUCH OTHER TRANSACTION DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

Griswold International, LLC

By: Graham Weidman
Name: GRAHAM WEIDMAN
Title: _____

Financial Health Services, LLC

By: Graham Weidman
Name: GRAHAM WEIDMAN
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

Griswold Special Care, Inc.

By: _____
Name: Kent Griswold, Authorized Signatory

Financial Health Services, Inc.

By: _____
Name: Kent Griswold, Authorized Signatory

Special Care, Inc.

By: _____
Name: Kent Griswold, Authorized Signatory

Griswold Special Care International, LLC

By: _____
Name: Kent Griswold, Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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Griswold International, LLC

By: _____
Name: _____
Title: _____

Financial Health Services, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

Griswold Special Care, Inc.

By: 
Name: Kent Griswold, Authorized Signatory

Financial Health Services, Inc.

By: 
Name: Kent Griswold, Authorized Signatory

Special Care, Inc.

By: 
Name: Kent Griswold, Authorized Signatory

Griswold Special Care International, LLC

By: 
Name: Kent Griswold, Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
U.S. Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
Griswold International, LLC	Griswold Special Care A Tradition of Homecare Excellence	Serial # 75/869,149	Filing Date 12/11/1999
Griswold International, LLC	Homecare Academy	Serial # 77-243009	Filing Date 7/31/07
Griswold International, LLC	Special Care logo	Serial # 74-656952 Registration # 1966696	Filing Date 4/6/95 Registration Date 4/9/06
Griswold International, LLC	Griswold Special Care	Serial # 75-869149 Registration # 2459352	Registration Date 6/12/01

TRADEMARK SECURITY AGREEMENT

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