

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
AccentCare, Inc.		08/04/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CapitalSource Bank		
Street Address:	4445 Willard Avenue		
Internal Address:	12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	industrial bank: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2448260	ACCENTCARE	
Registration Number:	2681585	ACCENTCARE	
Registration Number:	2696151		
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.372.2000		
Email:	chicago_ip_docket@mwe.com, jmikulina@mwe.com, kwalsh@mwe.com		
Correspondent Name:	McDermott Will & Emery LLP		
Address Line 1:	227 West Monroe Street		
Address Line 2:	Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	77890-016		

CH \$90.00 2448260

900140377

**TRADEMARK
 REEL: 004038 FRAME: 0867**

NAME OF SUBMITTER:	Jennifer M. Mikulina
Signature:	/Jennifer M. Mikulina/
Date:	08/06/2009
Total Attachments: 6 source=AccentCare Trademark Security Agmt#page1.tif source=AccentCare Trademark Security Agmt#page2.tif source=AccentCare Trademark Security Agmt#page3.tif source=AccentCare Trademark Security Agmt#page4.tif source=AccentCare Trademark Security Agmt#page5.tif source=AccentCare Trademark Security Agmt#page6.tif	

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

This Trademark Security Agreement dated as of August 4, 2009 by AccentCare, Inc., a Delaware corporation (“Grantor”) in favor of CapitalSource Bank, a California industrial bank (“Lender”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement (as defined below).

WHEREAS, Grantor owns certain Trademarks (as defined below) and from time to time may be a party to certain Trademark Licenses (as defined below); and

WHEREAS, Grantor, AccentCare at Home, Inc., an Arizona corporation, AccentCare of New York, Inc., a New York corporation, Alliance for Health, Inc., a New York corporation, AccentCare of California, Inc., a Delaware corporation, AccentCare Home Health, Inc., a Delaware corporation, AccentCare Home Health of the Bay Area, Inc., a California corporation, AccentCare Home Health of Orange County, Inc., a California corporation, AccentCare of Washington, Inc., a Washington corporation, AccentCare Home Health of El Centro, Inc., a California corporation, AccentCare Home Health of Phoenix, Inc., an Arizona corporation, AccentCare Home Health of California, Inc., Inc., a California corporation, and AccentCare Home Health of Sacramento, Inc., a California corporation, and Lender have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, supplemented, restated, increased, extended, replaced, refinanced or otherwise modified from time to time, the “Loan Agreement”); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Lender and grants to Lender a continuing security interest in and to all of Grantor’s right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past,

present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

“Trademark License” means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

“Trademarks” means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including without limitation those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including without limitation damages and payments for past or future infringements thereof.


Grantor hereby irrevocably constitutes and appoints Lender and any officer, representative or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Lender’s sole discretion, so long as any Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor does hereby further acknowledge and affirm 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

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

ACCENTCARE, INC.

By: 

Name: Vincent E. Cook

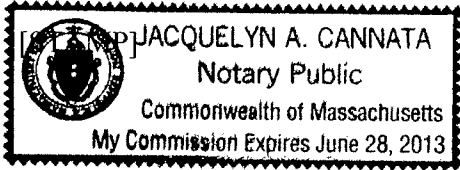
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004038 FRAME: 0871

STATE OF Massachusetts §
COUNTY OF SUFFOLK §

The foregoing instrument was signed before me on this 4th day of AUGUST, 2009, by Vincent E. Cook, the Chief Financial Officer and Secretary of ACCENTCARE, INC., a Delaware corporation, on behalf of said corporation.



Jacquelyn A. Cannata
Notary Public, State of Massachusetts

Jacquelyn A. Cannata
(printed name)

My commission expires: 6/28/13

[Seal]

Acknowledged:

CAPITALSOURCE BANK, as Lender

By: 
Name: Humberto Espada
Title: Bank Officer

[Signature Page to Trademark Security Agreement]

Schedule 1

Trademarks

<i>TRADEMARK</i>	<i>REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
ACCENTCARE in Class 42 (Health Care)	2,448,260	29-Mar-1999 01-May-2001
ACCENTCARE in Class 35 (online retail store and ordering services), Class 36 (providing online databases of information, Class 38 (telecommunications and information services), and Class 42 (Health Care)	2,681,585	07-Feb-2000 28-Jan-2003
AccentCare Logo in Class 35 (online retail store and ordering services), Class 36 (providing online databases of information), Class 38 (telecommunications and information services), and Class 42 (Health Care)	2,696,151	07-Feb-2000 11-Mar-2003

Trademark Licenses

None.