

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trusted Life Care, Inc.		12/17/2009	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	MCG Capital Corporation		
Street Address:	1100 Wilson Boulevard, Suite 3000		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78074374	TRUSTED LIFE CARE	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8328		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	020286-015 JES		
NAME OF SUBMITTER:	John E. Slaughter		
Signature:	/John E. Slaughter/		

OP \$40.00 78074374

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**TRADEMARK
 REEL: 004121 FRAME: 0145**

Date:

12/28/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2009, by TRUSTED LIFE CARE, INC., a Massachusetts corporation (“Grantor”), in favor of MCG CAPITAL CORPORATION, a Delaware corporation, in its capacity as Administrative Agent (“Agent”) for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Borrowers, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make the Loans for the benefit of Grantor and the other Borrowers;

WHEREAS, Agent and Lenders are willing to consummate the transactions contemplated under the Credit Agreement as provided therein, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of 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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing second 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.

“Trademarks” means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.


“Trademark License” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to that certain Security Agreement dated as of September 2, 2005 among Grantor, the other Borrowers and Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”). Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

[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.

TRUSTED LIFE CARE, INC.

By: 
Name: Wayne F. Sparks
Title: Chief Financial Officer and Senior Vice President

ACCEPTED AND ACKNOWLEDGED BY:

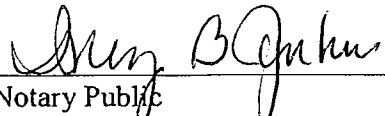
MCG CAPITAL CORPORATION

By: _____
Name: William B. Ford
Title: Senior Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Louisiana)
COUNTY OF St. Tammany) ss.
PARISH

On this 15 day of December, 2009 before me personally appeared Wayne F. Sparks, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Trusted Life Care, 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.


Notary Public
Inez B Jenkins ID# 86307

{seal}

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.

TRUSTED LIFE CARE, INC.

By: _____
 Name: Wayne F. Sparks
 Title: Chief Financial Officer and Senior Vice President

ACCEPTED AND ACKNOWLEDGED BY:

MCG CAPITAL CORPORATION

By: William B. Ford
 Name: William B. Ford
 Title: Senior Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
 COUNTY OF _____)

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 Notary Public

{seal}

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	MARK
78074374	July 17, 2001	2841474	May 11, 2004	TRUSTED LIFE CARE