

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Covenant Care Mission, Inc.		01/04/2011	CORPORATION: CALIFORNIA
Covenant Care Long Beach, Inc.		01/04/2011	CORPORATION: CALIFORNIA
Covenant Care Orange, Inc.		01/04/2011	CORPORATION: CALIFORNIA
Covenant Care Vegas, Inc.		01/04/2011	CORPORATION: CALIFORNIA
Covenant Care Midwest, Inc.		01/04/2011	CORPORATION: CALIFORNIA
Covenant Care Indiana, Inc.		01/04/2011	CORPORATION: CALIFORNIA
Covenant Care Ohio, Inc.		01/04/2011	CORPORATION: CALIFORNIA
Select Therapy, Inc.		01/04/2011	CORPORATION: CALIFORNIA
Covenant Care California, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Covenant Care Capitola, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Covenant Care Encinitas, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Covenant Care La Jolla, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Covenant Care Clinton House, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Covenant Care Waldron Home, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Covenant Care McCormick, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Covenant Care Carson, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Covenant Care Lodi, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Covenant Care Ennoble, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Covenant Care Frankfort, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Waldron Holdings, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Covenant Care Spencer, LLC		01/04/2011	LIMITED LIABILITY

CH \$115.00 75456985

**TRADEMARK**

**900180534**

**REEL: 004447 FRAME: 0458**

			COMPANY: CALIFORNIA
Covenant Care Carson Holding, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Covenant Care Courtyard, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Covenant Care Dubuque, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Covenant Care Morgan Hill, LLC		01/04/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Covenant Care, LLC		01/04/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as agent
<b>Street Address:</b>	2 Bethesda Metro Center
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	75456985	COMMUNITY RESIDENT EMPLOYEE FAMILY
Registration Number:	3883943	
Registration Number:	2015886	WE ARE FAMILY, SERVING FAMILIES
Registration Number:	2147326	

**CORRESPONDENCE DATA**

Fax Number: (312)558-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3125586352  
Email: lkonrath@winston.com  
Correspondent Name: Laura Konrath  
Address Line 1: 35 West Wacker Drive  
Address Line 2: Winston & Strawn LLP  
Address Line 4: Chicago, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	80034-1369
<b>NAME OF SUBMITTER:</b>	Laura Konrath

Signature:	/Laura Konrath/
Date:	01/05/2011
Total Attachments: 8 source=covenantTrademark Security Agreement#page1.tif source=covenantTrademark Security Agreement#page2.tif source=covenantTrademark Security Agreement#page3.tif source=covenantTrademark Security Agreement#page4.tif source=covenantTrademark Security Agreement#page5.tif source=covenantTrademark Security Agreement#page6.tif source=covenantTrademark Security Agreement#page7.tif source=covenantTrademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 4, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, or if not defined therein, in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

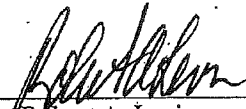
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

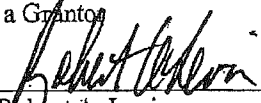
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

COVENANT CARE MISSION, INC.  
COVENANT CARE LONG BEACH, INC.  
COVENANT CARE ORANGE, INC.  
COVENANT CARE VEGAS, INC.  
COVENANT CARE MIDWEST, INC.  
COVENANT CARE INDIANA, INC.  
COVENANT CARE OHIO, INC.  
SELECT THERAPY, INC.,  
each as a Grantor

By:   
Name: Robert A. Levin  
Title: President & Chief Executive Officer

COVENANT CARE CALIFORNIA, LLC  
COVENANT CARE CAPITOLA, LLC  
COVENANT CARE ENCINITAS, LLC  
COVENANT CARE LA JOLLA, LLC  
COVENANT CARE CLINTON HOUSE, LLC  
COVENANT CARE WALDRON HOME, LLC  
COVENANT CARE MCCORMICK, LLC  
COVENANT CARE CARSON, LLC  
COVENANT CARE LODI, LLC  
COVENANT CARE ENNOBLE, LLC  
COVENANT CARE FRANKFORT, LLC  
WALDRON HOLDINGS, LLC  
COVENANT CARE SPENCER, LLC  
COVENANT CARE CARSON HOLDING, LLC  
COVENANT CARE COURTYARD, LLC  
COVENANT CARE DUBUQUE, LLC  
COVENANT CARE MORGAN HILL, LLC,  
each as a Grantor

By:   
Name: Robert A. Levin  
Title: President & Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

COVENANT CARE, LLC,  
as a Grantor

By: 

Name: Robert A. Levin

Title: President & Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

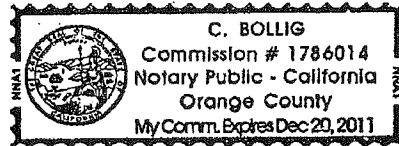
State of California )  
 )  
County of Orange )

On 12/27/2010 before me, C. Bollig, Notary Public, personally appeared Robert A. Levin who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature C. Bollig (Seal)



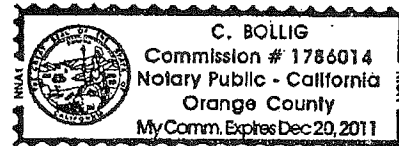
State of California )  
 )  
County of Orange )

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature C. Bollig (Seal)



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



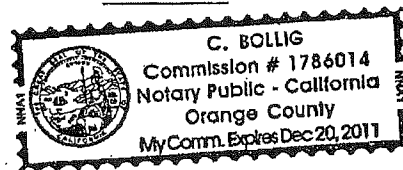
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Signature C. Bollig (Seal)

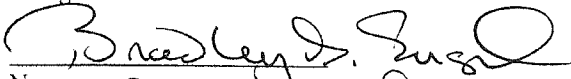


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION,**

as Agent

By: 

Name: Bradley G. Euel

Title: It's Doly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
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SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction of Registration</u>	<u>Registration or Application Number</u>	<u>Registration Date</u>	<u>Status</u>	<u>Licenses or Rights Granted</u>
Covenant Care California, LLC	Heart and Figure Design	USPTO	App. No. 75201839 Reg. No. 2147326	March 31, 1998	LIVE	N/A
Covenant Care California, LLC	COMMUNITY RESIDENT EMPLOYEE FAMILY (Stylized or with Design)	USPTO	App. No. 75456985 Reg. No. 2376501	August 15, 2000	LIVE	N/A
Select Therapy, Inc	Miscellaneous Design	USPTO	App No. 77805784 Reg. No. 3883943	November 30, 2010	LIVE	N/A
Covenant Care California, LLC	WE ARE FAMILY, SERVING FAMILIES	USPTO	App. No 75047590 Reg. No 2015886	November 12, 1996	LIVE	N/A